AI-18373 **6.D.**

Claim of Sharon Beaumont

CC REGULAR

Date:	11/10/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Sharon Beaumont

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/03/2009 03:47 PM	APRV
2	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Aida Alvarez Started On: 11/03/2009 03:40 PM

Final Approval Date: 11/06/2009

AI-18458 **6.E.**

Cause No. C-87107-F / Turner v. County of Hidalgo

CC REGULAR

Date:	11/10/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-87107-F / Turner v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 05:12 PM	APRV
2	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Monica Badillo Started On: 11/06/2009 05:10 PM

Final Approval Date: 11/06/2009

AI-18374 **7.D.**

Claim of Sharon Beaumont

CC REGULAR

Date:	11/10/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Sharon Beaumont

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/03/2009 03:47 PM	APRV
2	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Aida Alvarez Started On: 11/03/2009 03:42 PM

Final Approval Date: 11/06/2009

AI-18459 **7.E.**

Cause No. C-87107-F / Turner v. County of Hidalgo

CC REGULAR

Date:	11/10/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-87107-F / Turner v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 05:12 PM	APRV
2	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Monica Badillo Started On: 11/06/2009 05:11 PM

Final Approval Date: 11/06/2009

AI-18433 **10.B.**

Request from CASA of Hidalgo re: Shoe Drive

CC REGULAR

Date:	11/10/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request from Court Appointed Special Advocates (CASA) of Hidalgo County, Inc. to showcase a display of shoes at the Courthouse representing and promoting public awareness on the issue of child abuse

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 04:28 PM	APRV
2	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Monica Badillo — Started On: 11/05/2009 04:01 PM

Final Approval Date: 11/06/2009

CASA of Hidalgo County, Inc.
1001 South 10th Ave
Edinburg, TX 78539
TEL: (956) 381-0346 FAX: (956) 381-9232

October 21, 2009

Executive Committee

Daniel Santos
Chairman

Darlene Jamison
Vice-Chairman

Leo Castro
Treasurer

Rosalie Garza
Secretary

Board Members

Alonzo Cantu
Diana R. Delgado
Laura Gutierrez
Albert L. Lopez
Jim McNamara
Mari L. Nowakowski
Maria Patterson
Dr. Mona Parras Ramirez
Maria Luisa Salcines
Lupe Silva
Juan J. Rodriquez

Executive Director

Linda Morales

Ms. Monica Badillo
County of Hidalgo
2818 S. Bus. Hwy 281
Edinburg, Texas 78539

Dear Ms. Badillo

Court Appointed Special Advocates (CASA) of Hidalgo County, Inc. is a 501 (c) (3) non-profit organization that speaks for the best interest of abused and neglected children during court proceedings. During fiscal year 2008, a total of 4,551 children were abused within the Rio Grande Valley. Of this number, 2,819 children were in Hidalgo County. These children have been removed from their families and placed in the custody of the State until safe and permanent placement can be obtained.

CASA is launching its Public Awareness Campaign during the month of November and will continue for the next six (6) months. We are asking the community to assist us with the collection of 2,814 pairs of used shoes to represent the number of abused and neglected children in Hidalgo County, during 2008 (TDFPS stats). Infant, toddler, children and youth shoes will be used to make a display.

We would like to showcase this display at the Hidalgo County Courthouse. Each month the display of shoes will be moved to another city to allow corresponding residents to visit the display.

Aside from creating public awareness to the issue of abuse, CASA seeks to increase the number of advocates that assist these children. Only four hundred and seven (407) of the abused and neglected children were assigned to a CASA volunteer last year. The lack of volunteers forbids the courts to assign children to a CASA. We are committed to increase the number of children served in Hidalgo County and hope our public awareness campaign will entice people to volunteer with our organization.

We ask the County of Hidalgo's support and participation in this special project by allowing us to showcase this display, collecting used shoes and/or serving as a drop site. Our goal is to collect these shoes by December 4, 2009 and display them within the month of December.

I look forward to work with the County of Hidalgo in this very important event.

If you have any questions and/or if further information is needed you may contact me at (956) 381-0346 or via email: lmorales@casaofhidalgo.com.

Respectfully,

Linda Morales

Linda Morales
Executive Director

AI-18423 **10.C.**

Resolution - Tax Exempt Financing IDEA Public Schools (City of Pharr)
CC REGULAR

Date:	11/10/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Resolution approving the issuance of City of Pharr, Texas Higher Education Finance Authority Education revenue bonds (IDEA Public Schools) Series 2009a, to finance and refinance the cost of education facilities for IDEA Public Schools located and to be located in Hidalgo County, and with respect to a Public Hearing.

BACKGROUND

Approval is needed by county solely to comply with the federal tax code.

Fiscal Impact

Attachments

Link: letter

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 04:29 PM	APRV
2	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Monica Badillo — Started On: 11/05/2009 10:18 AM

Final Approval Date: 11/06/2009

Vinson&Elkins

Thomas A. Sage tsage@velaw.com
Tel 713.758.2159 **Fax** 713.615.5728

RECEIVED
OCT 19 2009
COUNTY JUDGE

October 14, 2009

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 10/22/09 BY:

Honorable J.D. Salinas III
County Judge
Hidalgo County, Texas
100 E. Cano, Second Floor
Edinburg, Texas 78539

Re: Requested Approval of Tax-Exempt Financing for IDEA Public Schools

Dear Judge Salinas:

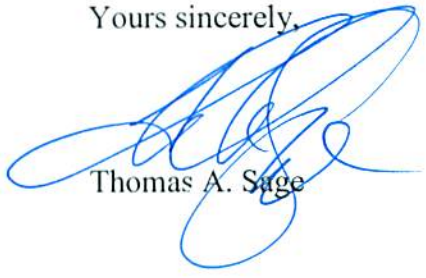
We are acting as Bond Counsel in connection with the issuance by the City of Pharr, Texas Higher Education Finance Authority of its Education Revenue Bonds (IDEA Public Schools) Series 2009A (the "Bonds"). The proceeds of the Bonds will be loaned to IDEA Public Schools (the "School") to finance and refinance the acquisition, construction and equipment of certain educational facilities, a portion of which will be spent on improvements to the School's campuses in the cities of Mission, San Juan, Weslaco, Alamo, Pharr, Edinburg, McAllen, and Donna.

Your approval is required under Section 147(f) of the Internal Revenue Code as part of the public hearing and approval process for these tax-exempt Bonds. The approval of the County is not to be construed as creating any representation or warranty by the County or any liability on the part of the County with respect to the Bonds or the payment thereof. Rather, the approval is provided solely to comply with the federal tax code.

We enclose a copy of a proposed Resolution of County Commissioner's Court for your review. You will note that the Resolution specifically addresses the issue of County liability and responsibility with respect to the Bonds. The public hearing referenced in the Resolution will be held at the School's headquarters in Weslaco, Texas on November 6, 2009. Once the hearing has been held, we will be able to forward to you signature copies of the Resolution with all attachments.

Please let me know if we can provide you with any further information regarding this matter or if you have any comments or questions regarding the proposed Resolution enclosed with this letter. I can be reached at (713) 758-2159.

Yours sincerely,



Thomas A. Sage

Enclosure

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

We, the undersigned officers of the Commissioners Court of Hidalgo County, Texas, hereby certify as follows:

1. The Commissioners Court of Hidalgo County, Texas, convened in regular meeting on November 10, 2009, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court and the County Clerk, to wit:

Rene A. Ramirez	County Judge
Sylvia S. Handy	Commissioner
Hector "Tito" Palacios	Commissioner
Joe M. Flores	Commissioner
Oscar L. Garza, Jr.	Commissioner

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING THE ISSUANCE OF CITY OF PHARR, TEXAS HIGHER EDUCATION FINANCE AUTHORITY EDUCATION REVENUE BONDS (IDEA PUBLIC SCHOOLS) SERIES 2009A TO FINANCE AND REFINANCE THE COST OF EDUCATION FACILITIES FOR IDEA PUBLIC SCHOOLS LOCATED AND TO BE LOCATED IN HIDALGO COUNTY, AND WITH RESPECT TO A PUBLIC HEARING

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote: Ayes:___; Nays:___; Abstentions:____.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said resolution has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED this ___ day of November, 2009.

_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

(SEAL)

RESOLUTION APPROVING THE ISSUANCE OF CITY OF PHARR, TEXAS HIGHER EDUCATION FINANCE AUTHORITY EDUCATION REVENUE BONDS (IDEA PUBLIC SCHOOLS) SERIES 2009A TO FINANCE AND REFINANCE THE COST OF EDUCATION FACILITIES FOR IDEA PUBLIC SCHOOLS LOCATED AND TO BE LOCATED IN HIDALGO COUNTY, AND WITH RESPECT TO A PUBLIC HEARING

WHEREAS, certain educational facilities as described more particularly in **Exhibit A** attached hereto, owned and to be owned by IDEA Public Schools ("IDEA") are and will be situated in Hidalgo County, Texas (the "County") (the "Hidalgo County Facilities"); and

WHEREAS, the City of Pharr, Texas Higher Education Finance Authority (the "Issuer") was created pursuant to Chapters 53 and 53A of the Texas Education Code, as amended (the "Act"), as a non-stock, non-profit corporation empowered to issue its revenue bonds to loan or otherwise provide funds to a borrower to enable IDEA to acquire, construct, enlarge, extend, repair, renovate, or otherwise improve an educational facility or housing facility or any facility incidental, subordinate, or related to or appropriate in connection with an educational facility or housing facility, or for acquiring land to be used for those purposes, or to create operating and debt service reserves for and to pay issuance costs related to the bonds or other obligations, and to finance or refinance educational facilities to be used by an authorized charter school; and

WHEREAS, the Issuer has agreed to issue its Education Revenue Bonds (IDEA Public Schools) Series 2009A (the "Bonds") pursuant to the Act and a Trust Indenture and Security Agreement between the Issuer and Wells Fargo Bank, National Association, as trustee, and to loan the proceeds of such bonds to IDEA to finance and refinance the costs of certain educational facilities, pursuant to a Loan Agreement between the Issuer and IDEA; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that the issuance of the Bonds be approved by the "applicable elected representative" (the "AER") of each governmental unit having jurisdiction over the area in which is located any facility with respect to which financing has been or is to be provided from the net proceeds of the Bonds after a public hearing following reasonable public notice (the "AER Approval"); and

WHEREAS, with respect to the issuance of the Bonds and the Hidalgo County Facilities, the Commissioners Court of the County (the "Commissioners Court") is an AER; and

WHEREAS, a public hearing with respect to the issuance of the Bonds and was held on November 6, 2009 on behalf of the County, notice of such public hearing having been published not less than 14 days before the day of such hearing in a newspaper of general circulation available to residents within the boundaries of the County; and

WHEREAS, the Commissioners Court desires to hereby approve and ratify the holding of such public hearing by the hearing officer designated in the publication of notice of such hearing (the "Hearing Officer") and the publication of such notice; and

WHEREAS, THE ACTIONS OF THE ISSUER WITH RESPECT TO THE HIDALGO COUNTY FACILITIES AND THE BONDS (INCLUDING THE ISSUANCE OF THE OF THE BONDS AND THE EXECUTION AND DELIVERY OF THE TRUST INDENTURE AND SECURITY AGREEMENT AND LOAN AGREEMENT ENTERED INTO IN CONNECTION THEREWITH) AND THE ACTION OF THE COMMISSIONERS COURT WITH RESPECT TO THE MATTERS DESCRIBED HEREIN WILL CREATE NO LIABILITY FOR THE COUNTY OR ITS RESIDENTS, AND IS IN THE BEST INTEREST OF THE COUNTY AND ITS RESIDENTS, AND THE COMMISSIONERS COURT DESIRES TO APPROVE SUCH ACTION.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS THAT:

1. The facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.

2. All actions taken by or on behalf of the County and the Issuer with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing and the conducting of such Public Hearing are hereby authorized, approved and ratified.

3. The Public Hearing with respect to the Bonds and the Hidalgo County Facilities was held on behalf of the County on November 6, 2009 at 4:30 p.m. by the Hearing Officer, and a true and correct copy of the Minutes of Public Hearing regarding such hearing is attached hereto as **Exhibit B** and is hereby approved. Notice of such public hearing, a copy of which is attached to **Schedule 1** to **Exhibit B** hereto and is hereby approved, was published not less than 14 days before this date in one or more newspapers of general circulation available to the residents within the boundaries of the County. Such notice included the date, time and place of the public hearing, the location, general nature and the initial owner, operator or manager of the Hidalgo County Facilities and the maximum aggregate principal amount of the Bonds. All comments from interested persons were taken at such public hearing.

4. For the sole purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, and for no other purpose, the Bonds and the educational facilities financed or refinanced with the proceeds of the Bonds (including the Hidalgo County Facilities), all as described in the published notice of public hearing attached as **Schedule 1** to **Exhibit B** hereto, are approved; PROVIDED, HOWEVER, THAT THE APPROVAL HEREIN GRANTED IS SOLELY FOR PURPOSES OF SATISFYING THE REQUIREMENTS OF THE CODE, AND SHALL NOT BE CONSTRUED AS A REPRESENTATION, WARRANTY OR OTHER UNDERTAKING OF ANY KIND BY THE COUNTY IN RESPECT TO THE BONDS OR THE HIDALGO COUNTY FACILITIES. THE BONDS SHALL NOT CONSTITUTE OBLIGATIONS OF THE COUNTY OR A PLEDGE OF ITS FAITH AND CREDIT, AND THE COUNTY SHALL NOT BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON OR OTHERWISE INCUR ANY LIABILITY IN RESPECT THEREOF.

5. The County Judge and County Clerk of the County and other officers of the County are hereby authorized to execute and deliver such instruments, certificates, or documents necessary or advisable to carry out the intent and purpose of this resolution.

6. This resolution shall take effect immediately upon its passage and shall continue in force and effect from the date hereof.

PASSED AND APPROVED this 10th day of November, 2009.

Exhibit A
to Resolution of Hidalgo County, Texas

List of Hidalgo County Facilities

Mission Campus
1600 S. Schuerbach Road
Mission, Texas 78572

San Juan Campus
200 N. Nebraska Street
San Juan, Texas 78589

IDEA Headquarters
505 Angelita Drive
Weslaco, Texas 78596

Alamo Campus
East of Southwest intersecting corner of Tower Road & Kansas Road
Alamo, Texas

Pharr Campus
East of Southwest intersecting corner of U.S. Highway 281 and Las Milpas Road
Pharr, Texas

Quest Campus
14001 N. Rooth Road
Edinburg, Texas 78541

Donna Campus
401 S. 1st Street
Donna, Texas 78537

Exhibit B
to Resolution of Hidalgo County, Texas

Minutes of the Public Hearing

AI-18375 **11.B.**

Interdepartmental transfer - HUMAN SERVICES DIVISION

CC REGULAR

Date:	11/10/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Approval of 2009 interdepartmental transfer within the Indigent Health Care Program (1249) from FY 9 (2009) to FY 0 (2010) in the amount of $7,693.95.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Transfer from FY 9 to FY 0 in the amount of $7,693.95. Funding available as of 11/06/09.
9-1249-444-00-240-003-9-899-->9-1249-444-00-240-003-0-899

Attachments

Link: interdept transfer - 1249

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/03/2009 04:44 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/06/2009 02:40 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 11/03/2009 04:04 PM

Final Approval Date: 11/06/2009

DATE: November 6, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

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

AI# 18375

ACCOUNT NUMBER: 9-1249-444-00-240-003-X-899

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1249-444-00-240-003-9-899	INDIGENT FY 2008-2009-CONTINGENCY	(7,693.95)
9-1249-444-00-240-003-0-899	INDIGENT FY 2009-2010-CONTINGENCY	7,693.95
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18227 **11.C.**

Human Services Division

CC REGULAR

Date:	11/10/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Health & Human Services- Human Services Division:
1. Approval to delete one (1) vacant regular full-time Eligibility Specialist position, slot no 008, budgeted salary $30,629.00 per year.
2. Approval to delete one (1) vacant regular full-time Eligibility Clerk position, slot no 0024, budgeted salary $23,840.00 per year.
3. Approval to create one (1) regular full-time Human Services Coordinator, slot no 0033, budgeted salary $50,000.00
4. Approval of waiver request for slot 240-001-0033

BACKGROUND

No budgetary impact

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

NO ADDITIONAL FUNDING REQUIRED. FUNDING WILL BE AVAILABLE FROM DELETED POSITIONS, SLOT NO.'S 008 AND 024. REF: AI #18460 RC

Attachments

Link: job description

Link: Fiscal Note

Link: PAR

Link: WAIVER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/27/2009 09:10 AM	APRV
2	Rosalinda Cantu		11/06/2009 05:32 PM	PEND

Form Started By: Dairen Sarmiento Started On: 10/26/2009 08:57 AM

Final Approval Date: 11/06/2009

Delete

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Eligibility Clerk**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**240-001**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Under the general direction of the lead eligibility worker. Assists the eligibility workers with all clerical tasks;

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Enters data and other information into computer system;
- Filing, typing, faxing, copying;
- Interacts with the public and other government agencies;
- Compiles data into report formats and forwards information to the appropriate person;
- Acts as a receptionist;
- Greet the public, assists with applications and other documents;
- Schedules intake appointments;
- Log case numbers;
- Answers telephone or switchboard;
- Assists public with questions and requests;
- Assists eligibility staff with all clerical tasks;
- Ability to work well with others;
- Regular attendance is a must

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;
- One (1) year experience in social services field;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed; duties may change according to 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;

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

Delete

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT

Job Title:	**Eligibility Specialist**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**240-001**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames;
- Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands;
- Prepare various reports and correspondence;
- Be available to answer questions and provide information to the general public and assist in identifying resources;
- Attend and participate in staff meetings and workshops;
- Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs;
- Properly prepare and complete necessary program forms and documents;
- Maintain and update participant computer and hard copy case files;
- Assist in clerical work as needed;
- 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 ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

NEW

EDUCATION and/or EXPERIENCE:

- High School diploma or GED;
- Minimum of two (2) years experience with Indigent Health Care, Medicaid Programs, or related social programs- **PREFERRED**;
- Higher education hours may be substituted for experience up to two (2) years.
- Experience in Eligibility Determination preferred;
- Must have good computer skills;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed; duties may change according to 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;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

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

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

NEW

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

Approved 2001

New

HIDALGO COUNTY
HEALTH & HUMAN SERVICES DEPARTMENT

Title: Human Services Coordinator		**FLSA Status:**	**Non-Exempt**
Dept. Code: 240-001		**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Employee will be responsible for assisting the Human Services Director with the day to day operations. Employee will assist in the development of the County's Indigent Health Department and its multiple programs, including development and provision of direct services, development and management of contract services.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Assist in the management of personnel, equipment, facilities, and finances assigned to the department (including hiring, ensuring training for, reviewing performance of, disciplining, and dismissing staff members.);
- Evaluates the services and employees of the department;
- Develops and implements managerial and monitoring systems to insure that the department complies with applicable state and federal laws and contractual requirements as well as the directives of the Commissioners' Court;
- Assists with the development and recommends to the Director policies and guidelines for service delivery;
- Establishes and maintains effective working relationships with representatives of other agencies, governmental entities, funding sources, and the media; work with them on issues related to contracts and activities affecting the delivery of county human services;
- Make recommendations regarding the billing section to the Director;
- Prepares daily, weekly, monthly, quarterly and annual reports;
- Determines correct payment rates for medical and other related claims;
- Reviews and process service provider claims utilizing established policies and procedures;
- Determines if patient is eligible for payment at the time that services or procedures were performed;
- Responds to provider inquires concerning medical process and/or claims;
- Requests clarifications from providers on medical procedures and claims;
- Disallows claims that are not in compliance and/or not covered services utilizing established program policies and procedures;
- Responds to participant's inquiries concerning medical procedures and/or claims;
- Provides information referrals to other community resources;
- Maintains and updates patient's medical history and expenditures;

- Prepare various reports and correspondence about covered medical services and/or eligibility;
- Maintains an awareness of laws, regulations, actions and events which could affect the level, quality or cost of county human services;
- Summarizes and analyzes data concerning county human services and costs;
- Regular attendance is a must;
- Ability to work well with others;

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

EDUCATION and/or EXPERIENCE:
- High School Diploma or GED;
- Minimum of five (5) years of full-time experience in a social services agency and/or medical claims processing setting;
- One (1) additional year of experience may be substituted for each year of required education with a maximum substitution of two (2) years;
- Must have good computer skills;
- Must have two (2) years of supervisory experience;
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;

OTHER SKILLS AND ABILITIES:
- Thorough knowledge of management principles and practices;
- Ability to supervise and motivate management level employees;
- Ability to develop, analyze and interpret policies and procedures;
- Ability to exercise sound judgment in making administrative decisions involving staff and service activities;
- Ability to work with multiple public and private agencies and advisory groups;
- Knowledge and thorough understanding of federal and state grant programs and of various budgeting techniques;
- Ability to develop grants and contracts;
- Ability to review and manage complex budgets involving multiple revenue sources;

- Ability to establish and maintain effective working relationships with other county employees and officials, outside funding agencies and the general public;
- Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community;
- Ability to write speeches and articles for publication that conform to prescribed style and format;
- Ability to effectively present information to top management, public groups, and/or boards of directors;
- Employee prepares and reviews budgets, read correspondence, reports and memos and reviews contracts for services;
- Additionally, employee prepares correspondence for Commissioner's Court and other local, state and federal agencies; does public service announcements and prepares for speeches and all sorts of reports;
- Employee may be assigned other duties in addition to those listed; duties may change according to 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.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:
- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:
- making sound decisions and using good judgment;

- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:
- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:
- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations;

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 18227

Re -Agenda Item: 18460

To: Commissioner' Court

From: Raul Silguero Jr., Budget Officer

CC Date: Tuesday, November 10, 2009

Summary of request/proposal:

Health Department is requesting approval to delete one (1) vacant regular full-time Eligibility Specialist position, slot no 008, budgeted salary $30,629.00 per year, delete one (1) vacant regular full-time Eligibility Specialist position, slot no 008, budgeted salary $30,629.00 per year, and create one (1) regular full-time Human Services Coordinator, slot no 0033, budgeted salary $50,000.00

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Eligibility Clerk	0008	113	30,629.00	0.00	(30,629.00)
1100	Eligibility Specialist	0024	113	23,840.00	0.00	(23,840.00)
1100	Human Services Coordinator	0033	113	0.00	50,000.00	50,000.00
				54,469.00	50,000.00	(4,469.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-444-00-240-001-0	113	HUMAN SERVICES -	REG F/T EMPLOYEES	($650.66)
9-1100-444-00-240-001-0	211	HUMAN SERVICES -	HEALTH INSURANCE	($606.25)
9-1100-444-00-240-001-0	212	HUMAN SERVICES -	LIFE INSURANCE	($3.93)
9-1100-444-00-240-001-0	220	HUMAN SERVICES -	FICA	($49.78)
9-1100-444-00-240-001-0	230	HUMAN SERVICES -	RETIREMENT	($58.69)
9-1100-444-00-240-001-0	250	HUMAN SERVICES -	UNEMPLOYMENT COMP	($3.25)
9-1100-444-00-240-001-0	260	HUMAN SERVICES -	WORKER'S COMP	($1.30)
			2009 Budgetary Impact	($1,373.86)

2010 Budgetary Impact: ($1,054.27)

Possible Funding Sources: **No funding required. Funding available from deleted positions.**

Budget Office Recommendation:

Hidalgo Co. Budget Office

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Human Services Division **DATE:** 10-1-09

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 240-001-0033

REQUESTED POSITION TITLE: Human Services Coordinator
(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) $ 50,000.00 (Proposed Budgeted Salary) $ 50,000.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Funding is coming from deleting slot 024 $23,840 and slot 008 $30,629

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)

As a result of the changes to the County Indigent Health Care program due to to the agreement with HCCS, Inc (UPL Program) and the expansion of services to include 4 clinic locations and 6 hospital locations, the department is in need of a Human Services Coordinator to assist the director with the management of the program which serves over 8,000 clients annually.

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

see attached

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

n/a

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

Funding is within the department budget. We are deleting 2 positions and creating 1 to meet the needs of the department.

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	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Human Services Division (240-001) DATE: October 01, 2009

CURRENT POSITION TITLE: Eligibility Clerk CURRENT SLOT. #: 0024

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

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: $ 23,840.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-$23,840.00) (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)

We are reorganizing the Health department by deleting a Eligibility Clerk position and creating a Coordinator to currently meet the needs of the Department.

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)

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	11-9-09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/9/09 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Human Services Division (240-001) DATE: October 01, 2009

CURRENT POSITION TITLE: Eligibility Specialist CURRENT SLOT. #: 0008

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

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: $ 30,629.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-$30,629.00) (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)

We are reorganizing the Health department by deleting a Eligibility Specialist position and creating a Coordinator to currently meet the needs of the Department.

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)

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	11-9-07 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/9/06 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER'S COURT AGENDA

HIRING FREEZE

WAIVER REQUEST FORM

DEPARTMENT NAME/ PCT. No.:	CONTACT PHONE NUMBER:
Health & Human Services	956- 318-2011
CONTACT PERSON:	DATE:
Dairen Sarmiento	9-30-09

REQUEST FOR WAIVER FROM THE HIRING FREEZE FOR THE FOLLOWING POSITIONS:

SLOT NO.	POSITION TITLE	ANNUAL SALARY
1. 240-001-33	Human Services Coordinator	$ 50,000.00
2.		$
3.		$
4.		$
5.		$
6.		$

JUSTIFICATION:

As a result of the changes to the County Indigent Healthcare program due to the agreement with the HCCS, Inc (upl program) and the expansion of services to include 4 clinic locations and 6 hospital locations, the department is in need of a H.S. Coordinator to assist the director in the management of the program which services over 8,000 clients annually

AI-18389 **12.A.**

Purchase Affidavit

CC REGULAR

Date:	11/10/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Requesting approval to reimburse Juan Martinez, from Fire Marshal's office, $11.86 for making of new keys for the Mediplex building at 1615 S. Closner, Edinburg, TX.

BACKGROUND

Juan M. instructed by A.A. Tony Pena, Jr. to have keys made to new building.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-10-300-001-0-671

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

BUDGETARY IMPACT:

available balance of $371.30 as of 11/06/09.

Attachments

Link: Receipt.Keys to New Bldg

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 01:20 PM	APRV
2	Roland Garcia	Rolando Garcia	11/06/2009 10:55 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Yolanda Orozco Started On: 11/04/2009 12:30 PM

Final Approval Date: 11/06/2009

OFFICE OF THE COUNTY FIRE MARSHAL
County Of Hidalgo

MEMORANDUM

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

FROM: Juan Martinez
Chief Deputy Fire Marshal

DATE: October 29, 2009

SUBJECT: Reimbursement – Keys to New Building

On October 23, 2009, I was instructed by A.A. Tony Pena, Jr., Hidalgo County Fire Marshal, to have keys made to the doors in the new building, Mediplex, 1615 S. Closner, Edinburg, TX.

Attached, you will find receipt from Walmart in the amount of $11.86.

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

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
0133	10-23-09	$ 11.86	Walmart
TOTAL		11.86	

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

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

SIGNATURE: _____

TITLE: Chief Deputy Fire Marshal
PERSON MAKING PURCHASE

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

(SEAL)

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MARCO A. ROMERO
My Commission Expires
May 02, 2012

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

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

Walmart

Save money. Live better.

SUPERCENTER
WE SELL FOR LESS
MANAGER PATRICIA SANCHEZ
(956) 381 - 6674

ST# 0429 OP# 00006649 TE# 90 TR# 01326

KEY SCHLAGE	073651154068	1.37 X
KEY SCHLAGE	073651154068	1.37 X
KEY SCHLAGE	073651154068	1.37 X
KEY SCHLAGE	073651154068	1.37 X
KEY SCHLAGE	073651154068	1.37 X
KEY SCHLAGE	073651154068	1.37 X
KEY SCHLAGE	073651154068	1.37 X
KEY SCHLAGE	073651154068	1.37 X
SUBTOTAL		10.96
TAX 1 8.250 %		0.90
TOTAL		11.86
DEBIT TEND		11.86
CHANGE DUE		0.00

EFT DEBIT PAY FROM PRIMARY
ACCOUNT : 0133
11.86 TOTAL PURCHASE
REF # 929600162268
NETWORK ID. 0071 APPR CODE 171379
10/23/09 16:46:02

ITEMS SOLD 8

TC# 3360 8472 4677 7349 8860

We want you to pay the lowest price.
Ask about our price match policy.
10/23/09 16:46:04

AI-18322 **13.A.**

Cell Phone Request Form
CC REGULAR

Date: 11/10/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT

Information

CAPTION

Information Technology Department:
1. Authorization to purchase through the County's membership/participation with CONTRACT: C-09-231-09-22 with awarded vendor H.E.B. WIRELESS for the following services (Req. #165120):

Quantity:	Description:	One Equipment Cost:	Monthly Service Cost:	Total Equipment & Service:	Notes:
12	UT Starcomm CDM7025	12 CDM7025 @ $35 +12 car charger @ $10 + 12 cases @ $10 = $420	12 Pocket Plans @$25 x 6 months = $1,800	$60.00 x 12 cell phones = $720.00	Trade in 12 Motorola IC502 @ -$20.00 = -$420.00

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-001-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in Requisition # 165120 in the amount of $420.00 for HEB WIRELESS, INC.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in Requisition# 165120 in the amount of $2,520.00 for HEB WIRELESS, INC.

Attachments

Link: Quote
Link: Requisiton # 165120
Link: Cell Phone Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 07:32 AM	APRV

2	Erika Zamora	Erika Zamora	10/30/2009 10:40 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Griselda Salazar Started On: 10/29/2009 01:14 PM

Final Approval Date: 11/06/2009

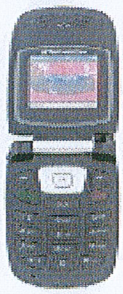
165120

HIDALGO COUNTY OF TEXAS	**Contract: C-09-231-09-22**		
Attn: Renán Ramírez			
Date:	10/15/2009	Expires :	
Prepared By:	Julie Fenton		
Email Address:	Fenton.julie@heb.com		

Description	Price	Qty	Total
EQUIPMENT			
UT Starcomm CDM 7025 (picture below)	$ 35.00	12	$ 420.00
Car Charger	$ 10.00	12	$ 120.00
Case	$ 10.00	12	$ 120.00
Trade in iC502	$ (20.00)	12	$ (240.00)
Equipment Total:			**$ 420.00**
SERVICE			
POCKET - Voice/Talk/Data service per month	$ 25.00	12	$ 300.00
* Specifications: Alarm, Calculator, Calendar, Speaker Phone,			
and Voice Memo			
Number of Months		6	
Service Total:			**$ 1,800.00**
Total Equipment & Service	$ 60.00	12	$ 2,940.00

SUMMARY	
Total Lines of Service	12
One Time Charges	$ 420.00
Monthly Recurring Charges	$ 300.00
Total Annual Investment ($300 x 12 Months)	$ 3,600.00

UT Starcomm CDM7025



Requisition

Req # 00165120

PO #

Date: 10/29/09

Bill To: x
x

Vendor : 374172
HEB WIRELESS, INC.
646 S. MAIN AVE.
SAN ANTONIO TX 78204

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT: C-09-231-09-22 / I.T. DEPT.		
		DO NOT DUPLICATE ORDER		
12.00	EACH	EQUIPMENT:	35.00	420.00
		UT STARCOMM CDM 7025		
12.00	EACH	CAR CHARGER	10.00	120.00
12.00	EACH	CASE	10.00	120.00
12.00	EACH	TRADE IN IC502	-20.00	-240.00
6.00	MONTH	SERVICE:	300.00	1,800.00
		POCKET - VOICE/TALK/DATA SERVICE PER MONTH @ $25.00 X 12 CELL PHONES X 6 MONTHS = $300.00		
12.00	EACH	TOTAL EQUIPMENT AND SERVICE	60.00	720.00
		Account No	Encumbrance	
		9-1100-415-00-200-001-0-532	2,520.00	
		9-1100-415-00-200-001-0-664	420.00	
			Freight	.00
			Total	2,940.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND)
☑ Equipment Replacement
☑ County Owned Department Assigned Cellular Service
☐ Name Change
☐ Delete Service
☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position: _____

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

(3) Type of duties:

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

(4) Describe how the use of this cell phone will benefit the county: _____

COUNTY OWNED CELL PHONE ONLY:

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional $10-$15 per device for fees)

Quantity: 12

Service: $ 300.00 /mo (x) 6 months = $1,800.00 Account: 9-1100-415-00-200-001-0-532

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

Requisition Total: $2,940.00 **Requisition Number:** 165120

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

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

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

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

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

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

Signature	Print Name	Date
[signature]	Renan Ramirez	10/29/09

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

Signature	Print Name	Date
[signature]	Valde Guerra	10/30/09

(9) **IT DEPARTMENT ONLY:**

Service Type Codes: Pocket UNL $25/mo plan

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

Revised: 04/08/2009

AI-18410 **13.B.**

GIS Agreement - City of Edinburg

CC REGULAR

Date: 11/10/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: IT Department

Information

CAPTION

Approval of Geographic Information System (GIS) Interlocal Agreement between County of Hidalgo and City of Edinburg

BACKGROUND

Previously on 11/3/09 agenda.
Agreement has now been revised according to Legal Counsel's advice.

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 04:46 PM	APRV
2	Erika Zamora	Erika Zamora	11/06/2009 03:26 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Monica Badillo — Started On: 11/04/2009 04:20 PM

Final Approval Date: 11/06/2009

GEOGRAPHIC INFORMATION INTERLOCAL AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the County of Hidalgo, herein referred to as "County"; and the City of Edinburg, herein after referred to as "Participant"; which are political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, each of the parties hereto is in the process of implementing a Geographic Information System, hereinafter referred to as "GIS", with the capability for automated graphic display and analysis to provide multiple data layers and information (e.g. land records, land use and facilities); and

WHEREAS, the parties further desire to share selected GIS resources and data sets which are defined under the terms hereof; and

WHEREAS, the County and Participant have incurred costs associated with the creation of products to improve geodetic control and positional accuracy that can be utilized by both parties to develop GIS resources and to facilitate the sharing of data and the integration of GIS applications; and

WHEREAS, staff members of the parties have met periodically, the meetings have resulted in conceptual Agreement on certain areas of common concern, including GIS data and maintenance

WHEREAS, the parties are exploring markets and marketing techniques for GIS data in order to lower costs for governmental agencies and political subdivisions that initially participate so that said participants will enjoy more favorable terms over the lifetime of the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY AND COUNTY IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS EXPRESSED CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The County shall provide the City, the following resources:
   a) Initial transfer of all digital imagery acquired by the County via electronic file;
   b) Initial transfer of spatial and tabular data as maintained by the County GIS Central Repository via CDROM and/or on-line ftp services. Also, the following support will be provided by the County at no cost to the Participant for the term of the Agreement:
   c) Access to biannual updates of digital imagery acquired by the City via removable hard drives;
   d) Access to monthly updates of spatial and tabular data as maintained by the County GIS Central Data Repository via CDROM and/or on-line ftp services;

e) Network service support to all participants where technically feasible to facilitate easier data exchange among participants;
f) GIS Management Office staff assistance in the design and implementation of GIS resources specifically suited to the City's application requirements. The City understands GIS Management Office assistance will be dependent on available resources.

2. The City shall provide to the County timely updates to authorized spatial and tabular data maintained by the City including data documentation (ie. metadata). Authorized data sets include but are not limited to land use information (Zoning, Resolutions of Intent, current and planned land use) and infrastructure elements (facilities located within the public right of way and on publicly owned land). Data updates will be accomplished via CDROM and/or on-line ftp services.

3. The City and County agree to notify the other party of any proposed changes to the data base design or data structure for data maintained in the County GIS Central Repository.

4. It is understood that the County and the City agree to the following:

a) The rights and benefits of this Agreement include the right of both parties to this Agreement to utilize the aforementioned data as permitted by law;
b) It is not the intent of either party to violate any laws of the State of Texas or of the United States.
c) The Parties may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency. This dissemination shall be paper, mylar, or other non-digital products;
d) All costs and responsibility for hardware, software, computer communications equipment and supplies, data conversion, and extraordinary support services not expressly identified herein are the responsibility of the respective parties to this Agreement;
e) No warranties or guarantees are expressed or implied as to the accuracy of the aforementioned data by the County or the City departments or agencies;
f) Access to data is herein defined as the right to copies of data in digital Arc/Info format at no cost to either party by exchange of data on CD/ROM and/or on-line ftp services;
g) Electronic data exchanged under the terms of this Agreement cannot be sold or disseminated by the Participants.
h) It is understood that the County's GIS Management Office may enter into Data Subscriber Agreements with other governmental agencies which do not affect the participant.

5. Term: This Agreement shall remain in force from the effective date of this Agreement for a period of 12 months and will renew automatically unless either party decides to terminate said Agreement. The County or the City may terminate this Agreement at any time with thirty (30) days prior written notice.

6. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. 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. If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees as may be allowed pursuant to Section 271.159 of the Texas Local Government Code.

8. 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 though any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

9. 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.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request 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 he addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

WITNESS THE HANDS OF THE PARTIES effective on this _____ day of _____, 2009.

THE CITY OF EDINBURG

_____
Juan J. Rodriguez, City Manager

COUNTY OF HIDALGO

_____
Rene A. Ramirez, County Judge

APPROVED AS TO FORM:

_____
Ricardo Gonzalez, City Attorney

APPROVED AS TO FORM:

_____
ATLAS & HALL, LLP
By: Stephen Crain

ATTEST:

_____
Myra L. Ayala-Garza
City Secretary

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CORRESPONDENCE:

Notices shall be delivered to the parties by personal service, hand delivery, or United States mail at the following addresses:

TO County: County of Hidalgo
IT Department
Mariano Manzano III, GIS Operator
100 E. Cano, 4th Fl.
Edinburg, Tx. 78539

TO City: City of Edinburg
Edgar Valdez, GIS Technician, Planning Dept.
P.O. Box 1079
415 W. University Dr.
Edinburg, Tx. 78540-1079

AI-18446 **14.A.**

Appointment of Reserve Deputy Constable

CC REGULAR

Date:	11/10/2009
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #4:
Appointment of Reserve Deputy Constable by Constable J.E. "Eddie" Guerra in accordance with Texas Local Government Code 86.012.

BACKGROUND

David Trinidad Sanchez

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: LGC 86.012

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 02:04 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	11/06/2009 02:17 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Joel Rivera — Started On: 11/06/2009 01:17 PM

Final Approval Date: 11/06/2009

each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

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

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

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

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

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided

by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's

AI-18455 **15.A.**

Open Cut - Mile 20 North

CC REGULAR

Date:	11/10/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
1. Install a 2" water line approximately 1156' going east from the existing water line on the south side of Mile 20 North crossing Jesus Flores Road then doing an open cut south to north (Jesus Flores Road ES/N Mile 20 North) - Gerardo Cavazos 3/4 Service Connection.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Permit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 04:07 PM	APRV
2	Olga Garza	Olga Garza	11/06/2009 04:14 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Sandra Garcia — Started On: 11/06/2009 03:47 PM

Final Approval Date: 11/06/2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10th day of Nov., 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO**:
The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **2"** inch **/water/** gas/ sewer/ irrigation line; said line to be constructed of **PVC** material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said **water/** gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

1.Approximately 1,156 ft going east from the existing water line on the south side of mile 20N crossing Jesus Flores Rd then doing an Open Cut from south to north (Jesus Flores Rd ES/N 20N)- Line-Ext– Gerardo Cavazos - 3/4 "service connection

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a **water** line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all

related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the

Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the 10th Day of November, 2009.

COUNTY JUDGE

COMMISSIONER, PRECINCT NO. 1

COMMISSIONER, PRECINCT NO. 2

COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4

Blanca G Garza of Permittee, North Alamo Water Supply Corporation
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78542 (956)383-1618 fax (956)318-0909
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 3rd Day of November, 2009.

BY: Blanca G. Garza
Signature

Clerk
Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D SALINAS 111,County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of Nov., 2009.

REBECCA GOMEZ
Notary Public, State of Texas
My Commission Expires
09-17-2011

Notary Public, State of Texas

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

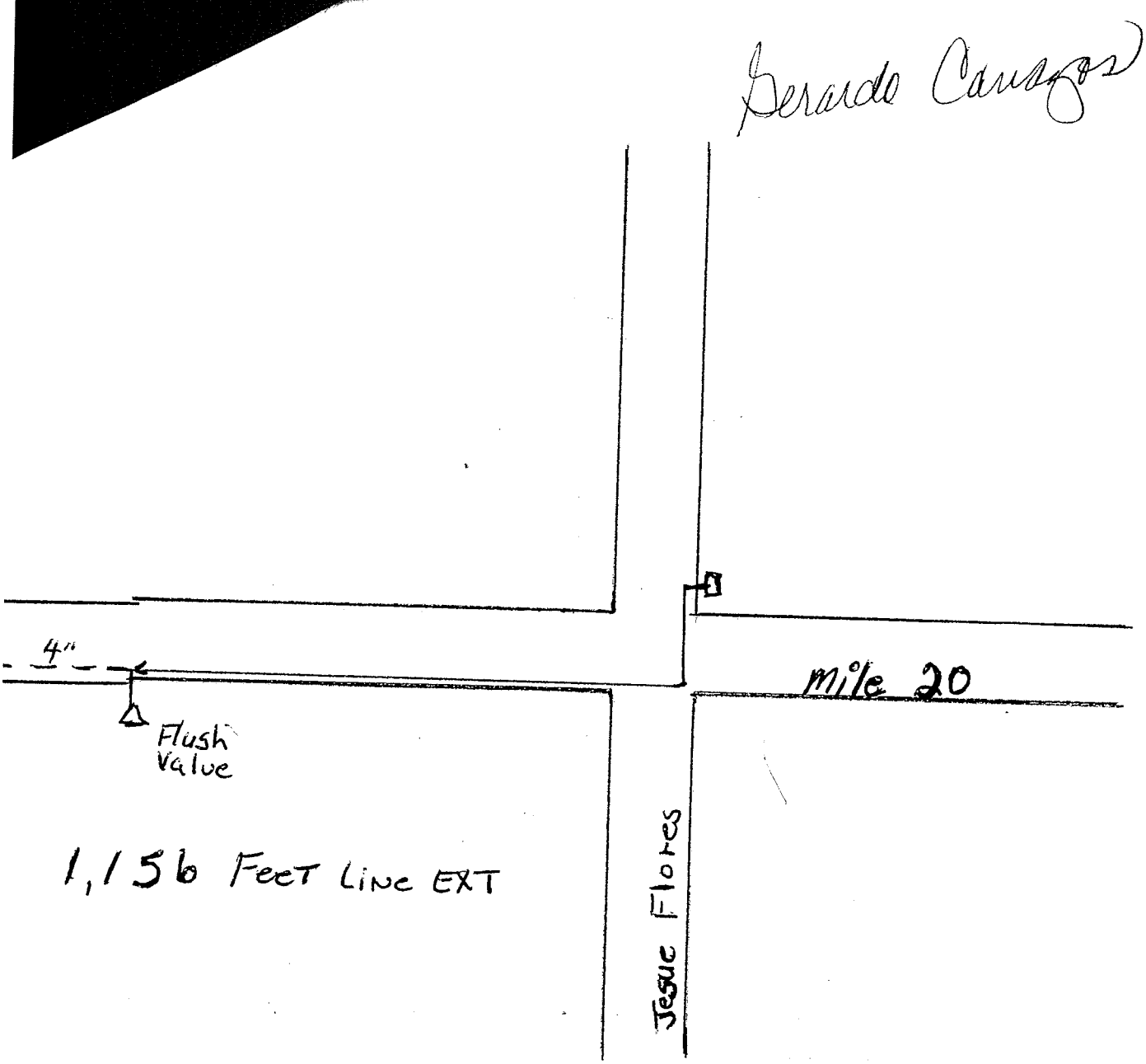
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of November, 2009.

REBECCA A. REYES
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-17-2010

Notary Public, State of Texas

My Commission Expires:

Gerardo Carvajal



AI-18367 **16.A.**

Budget & Prog. amendment - City of Alton

CC REGULAR

Date:	11/10/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of a Budget and Program Amendment for the City of Alton to the existing work plan for Urban County Program Year 22 (2009).

BACKGROUND

The proposed Budget and Program Amendment for the City of Alton will delete the Flood Drain Improvements Activity and will add a Street Improvements Activity. A Public Hearing was held on October 14, 2009 at 6:00 P.M., and citizen participation requirements have been met. See attached detailed amendment.

The proposed City of Alton Year 22 (2009) Amendment will:
* delete the Flood Drain Improvements line item/activity.
* add the Street line item in the amount of $249,727.00. The activity includes: paving overlay to Adams, Buchanan, Clinton, Sycamore, Eisenhower, Chicago, Bella Vista Streets and advertisement, engineering and testing if needed.
* allocate funding line item intended for the McAllen Boys and Girls Club to the Alton Youth Center.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Program Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: Alton amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/03/2009 11:36 AM	APRV
2	Perla Lopez	Perla Lopez	11/04/2009 11:48 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW
Form Started By: Estella Webber			Started On: 11/03/2009 11:23 AM	

CITY OF ALTON

City On The Grow

509 S Alton Blvd. Alton, TX 78573-1196 • Office (956) 432-0760 • Fax (956) 432-0766

Salvador Vela
Mayor

Arturo Galvan Jr.
Mayor Pro Tem
Ricardo Garza
Commissioner
Richard Arevalo
Commissioner
Emilio Cantu, Jr.
Commissioner

Jorge Arcaute
City Manager

November 3, 2009

Diana Serna
Director
Urban County Program
1917 Tesoro Blvd.
Pharr TX 78577

RE: BUDGET AND PROGRAM AMENDMENT

Dear Ms. Serna:

The City Commission of the City of Alton approved the public hearing on the Budget and Program Amendment for Year 2009 on Tuesday, October 27, 2009. We request item to be placed on the next Commissioner Court agenda for approval.

If you should have any questions or need additional information, please feel free to contact me at (956) 432-0760.

Sincerely,

Steve Peña
Asst. City Manager

PUBLIC HEARING NOTICE
CITY OF ALTON
URBAN COUNTY PROGRAM
BUDGET AND PROGRAM AMENDMENT

In compliance with the Community Development Block Grant (CDBG) requirements, The City of Alton will conduct a Public Hearing to solicit input from interested parties on the proposed budget and program amendment to its Urban County Program Year 22 (2009) Work Plan.

The public hearing will be held on Wednesday, October 14, 2009 at 6:00 p.m. at the City of Alton, City Hall located at 509 South Alton Blvd., Alton, TX 78573. The following is the proposed budget and program amendment:

CITY OF ALTON

Existing Budget	Activity	Proposed Budget
$249,727.00	Flood Drain Improvements (-249,727.00)	$ 0.00
$ 0.00	Street Improvements (+249,727.00)	$249,727.00
$ 34,284.00	Fire Station/Equipment	$ 34,284.00
$ 15,000.00	Senior Services	$ 15,000.00
$ 30,000.00	Youth Services	$ 30,000.00
$ 5,000.00	General Administration	$ 5,000.00
$334,011.00	TOTAL	$334,011.00

The proposed amendment will **delete** the Flood Drain Improvements line items/activities.

The proposed amendment will **add** Street Improvements in the amount of **$249,727.00.** The activity includes: paving overlay to Adams, Buchanan, Clinton, Sycamore, Eisenhower, Chicago, and Bella Vista Streets and advertisement, engineering and testing if needed.

ACCOMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST.

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLA(S) PERSONAS QUE ASI LO DESEEN.

For more information, please come by the Alton City Hall located at 509 South Alton Blvd., Alton, TX 78573 or call (956) 432-0760.

WRITTEN COMMENTS CAN BE FORWARDED TO:

Mayor Salvador Vela
City of Alton
509 South Alton Blvd.
Alton, TX 78573-1196

AI-18388 **16.B.**

NSP tax lien waiver

CC REGULAR

Date:	11/10/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to waive payment of taxes liens due to County of Hidalgo on foreclosed properties for qualification under the Neighborhood Stabilization Program (NSP).

BACKGROUND

HUD regulation requires that twenty five percent (25%), $716,765, of the total NSP allocation be utilized to assist qualified families with a total area median income of fifty percent (50%) and below (ex. family of 4 = less than $22,800). The UCP has entered into a contract with Proyecto Azteca, a local Community Based Development Organization (CBDO), in order to serve families within this income bracket. One of the activities within the performance statement of this contract allows for the purchase of foreclosed vacant properties for the purpose of redevelopment and permanent housing. Due to the financial characteristics of the targeted population, Proyecto Azteca has found that purchasing tax-foreclosed properties may be the most efficient and advantageous to meeting the program requirements.

Another program requirement states that NSP grantees cannot reimburse themselves, however other entities such as Cities and Independent School Districts etc., can be recompensed. As such, the UCP is requesting a waiver of back taxes for NSP foreclosed properties as listed above.

Fiscal Impact

Attachments

Link: CBDO agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 01:18 PM	APRV
2	Perla Lopez	Perla Lopez	11/04/2009 01:36 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW
Form Started By: Estella Webber			Started On: 11/04/2009 11:45 AM	
Final Approval Date: 11/06/2009				

CBDO AGREEMENT

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

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the County of Hidalgo – Urban County Program (UCP) and Proyecto Azteca, a nonprofit corporation organized under the laws of the State of Texas, hereinafter referred to as a Community-Based Development Organization, (CBDO). The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. AGREEMENT PERIOD

This agreement shall commence on the date of execution by the CBDO and the UCP and shall terminate on March 8, 2013, unless otherwise specifically provided by the terms of this agreement.

SECTION 3. GRANT

UCP agrees to grant CBDO $731,100 utilizing Neighborhood Stabilization Program (NSP) funds, subject to the conditions of this agreement.

SECTION 4. CBDO PERFORMANCE

A. Providing homeownership opportunities for twelve to fifteen (12-15) qualified families with a total yearly income at or below 50% of the AMI

B. CBDO shall undertake the following activities dependant upon individual property needs:

1. Purchase and Rehabilitation of Abandoned or Foreclosed homes and residential properties
2. Demolition of Blighted Structures
3. Redevelopment of Demolished or Vacant Foreclosed Properties
4. Establish Financing Mechanisms for the purchase and redevelopment of foreclosed homes and residential properties

C. CBDO shall perform annual principal residency verifications on all properties that are within their affordability periods.

D. CBDO shall provide a minimum of eight (8) hours of pre-purchase counseling for qualified homebuyers.

E. CBDO shall comply with federal regulations as listed with the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5), and contracts involving the

List of Tax-Foreclosed Properties to be purchased as of November 4, 2009

1. Lot 23 Block 5 Christensen Subdivision, Weslaco TX
2. Lot 24 Block 5 Christensen Subdivision, Weslaco TX
3. Lot 8 Block 3 Weslaco Original Townsite, Weslaco TX
4. Lot 9 Block 3 Weslaco Original Townsite, Weslaco TX
5. Lot 10 Block 1 Old Rebel Heights, Mercedes TX
6. Lot 7 Mercedes Original Townsite, Mercedes TX
7. Lot 30 Block 2 Colonia Maria, Donna TX

redevelopment of that property in accordance with NSP requirements.

Note that if a state provides funds to an entitlement community, the entitlement community must apply the area median income levels applicable to its regular CDBG program geography and not the "balance of state" levels.

Other than the change in the applicable low- and moderate-income qualification level from 80 percent to 120 percent, the area benefit, housing, jobs, and limited clientele benefit requirements at 570.208(a) and 570.483(b) remain unchanged, as does the required documentation.

The other NSP low- and moderate-income related provision states that: "not less than 25 percent of the funds appropriated or otherwise made available under this section shall be used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50 percent of area median income."

HUD advises grantees to take note of this new threshold as they design NSP activities. This provision does not have a parallel in the regular CDBG program. Grantees must document that an amount equal to at least 25 percent of a grantee's NSP grant (initial allocation plus any reallocations) has been budgeted in the initial approved action plan substantial amendment for activities that will provide housing for income-qualified individuals or families. Prior to and at grant closeout, HUD will review grantees for compliance with this provision by determining whether at least 25 percent of grant funds have been expended for housing for individual households whose incomes do not exceed 50 percent of area median income.

Requirements

1. Overall benefit supersession and alternative requirement. The requirements at 42 U.S.C. 5301(c), 42 U.S.C. 5304(b)(3)(A), 24 CFR 570.484 (for states), and 24 CFR 570.200(a)(3) that 70 percent of funds are for activities that benefit low- and moderate-income persons are superseded and replaced by section 2301(f)(3)(A) of HERA. One hundred percent of NSP funds must be used to benefit individuals and households whose income does not exceed 120 percent of area median income. NSP shall refer to such households as "low-, moderate-, and middle-income."

2. National objectives supersession and alternative requirements. The requirements at 42 U.S.C 5301(c) are superseded and 24 CFR 570.208(a) and 570.483 are waived to the extent necessary to allow the following alternative requirements:

a. For purposes of NSP only, the term "low- and moderate-income person" as it appears throughout the CDBG regulations at 24 CFR part 570 shall be defined as a member of a low-, moderate-, and middle-income household, and the term "low- and moderate-income household" as it appears throughout the CDBG regulations shall be defined as a household having an income equal to or less than 120 percent of area median income, measured as 2.4 times the current Section 8 income limit for households below 50 percent of median income, adjusted for family size. A state choosing to carry out an activity directly must apply the requirements of 24 CFR 570.208(a) to determine whether the activity has met the low-, moderate-, and middle-income (LMMI) national objective and must maintain the documentation required at 24 CFR 570.506 to demonstrate compliance to HUD.

b. The national objectives related to prevention and elimination of slums and blight and addressing urgent community development needs (24 CFR 570.208(b) and (c) and 570.483(c) and (d)) are not applicable to NSP-assisted activities.

c. Each grantee whose plan includes assisting rental housing shall develop and make public its definition of affordable rents for NSP-assisted rental projects.

d. An NSP-assisted property may not be held in a land bank for more than 10 years without obligating the property for a specific, eligible redevelopment of that property in accordance with NSP requirements.

F. State Distribution to Entitlement Communities and Indian Tribes

Background

This notice includes an alternative requirement to the HCD Act and a regulatory waiver allowing distribution of funds by a state to CDBG regular entitlement communities and Tribes. This is consistent with the provision of HERA that specifically sets distribution priorities for areas with the greatest need, including "metropolitan areas, metropolitan cities, urban areas, rural areas, low- and moderate-income areas * * *" Therefore, states receiving allocations under this notice may distribute funds to or within any jurisdiction within the state that is among those with the greatest need, even if the jurisdiction is among those receiving a direct formula allocation of funds from HUD under the regular CDBG program or this notice.

Requirement

Alternative requirement for distribution to CDBG metropolitan cities, urban counties, and Tribes. In accordance with the direction of HERA that grantees distribute funds to the areas of greatest need, HUD is providing an alternative requirement to 42 U.S.C. 5302(a)(7) (definition of "nonentitlement area") and waiving provisions of 24 CFR part 570, including 24 CFR 570.480(a), that would prohibit states electing to receive CDBG funds from distributing such funds to units of general local government in entitlement communities or to Tribes. The appropriations law supersedes the statutory distribution prohibition at 42 U.S.C. 5306(d)(1) and (2)(A). Alternatively, the state is required to distribute funds without regard to a local government status under any other CDBG program and must use funds in entitlement jurisdictions if they are identified as areas of greatest need, regardless of whether the entitlement receives its own NSP allocation.

G. State's Direct Action

Background

In the State CDBG program, states receiving CDBG funds may not directly use the funds for activities, but must distribute them to units of general local government, which then use the funds for program activities. States may still use this "method of distribution" program model under NSP, but HUD reminds the states of the 18-month "use" requirement. HUD also notes the language of section 2301(c) that says, in part, that:

> Any State * * * that receives amounts pursuant to this section shall * * * use such amounts to purchase and redevelop * * *.

This clearly speaks to the states using funds directly for projects and supersedes the HCD Act direction for states to only distribute funds to nonentitlement areas. Direct use of funds by a state may also result in more expeditious use of NSP funds. Therefore, a state receiving NSP funds may carry out NSP activities directly for some or all of its assisted grant activities, just as CDBG entitlement communities do under 24 CFR 570.200(f), including, but not limited to, carrying out activities using its own employees, procuring contractors, private developers, and providing loans and grants through nonprofit subrecipients (including local governments and other public

As of 3/10/09

	1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
30% Limits	9,600	10,950	12,350	13,700	14,800	15,900	17,000	18,100
Very low income (50%)	15,950	18,250	20,500	22,800	24,600	26,450	28,250	30,100
60% Limits	19,164	21,900	24,636	27,372	29,550	31,758	33,936	36,150
Low Income (80%)	25,550	29,200	32,850	36,500	39,400	42,350	45,250	48,200
Median or 100%	31,940	36,500	41,060	45,620	49,250	52,930	56,560	60,250

NSP

120%	38,300	43,800	49,250	54,700	59,100	63,500	67,850	72,250

AI-18443 **17.A.**

Resolution Honoring Hidalgo County Veterans

CC REGULAR

Date:	11/10/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Resolution honoring Hidalgo County Veterans for their service to our country.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

* Resolution will be brought to Commissioners Court on 11/10/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 01:06 PM	APRV
2	Roland Garcia	Rolando Garcia	11/06/2009 02:27 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW
Form Started By: Erika Reyna			Started On: 11/06/2009 11:47 AM	
Final Approval Date: 11/06/2009				

AI-18441 **18.A.**

Planning Department

CC REGULAR

Date:	11/10/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Final Approval of Subdivision Plat with Financial Guarantee:
1. Encore Ranches Subdivision - Pct. 4 (Richard Garza)

BACKGROUND

Fiscal Impact

Attachments

Link: Encore Ranches - Final

Link: Encore Ranches;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 10:07 AM	APRV
2	Olga Garza	Olga Garza	11/06/2009 10:48 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Nora Cavazos — Started On: 11/06/2009 09:40 AM

Final Approval Date: 11/06/2009

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: November 6, 2009

RE: **Encore Ranches Subdivision– Pct. 4**
Final Approval with Financial Guarantee

Encore Ranches is a thirty six (36) lot subdivision located on the Northeast corner of North 83rd Street and Curry Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 22, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Curry Road and ten (10) feet on 83rd Street of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

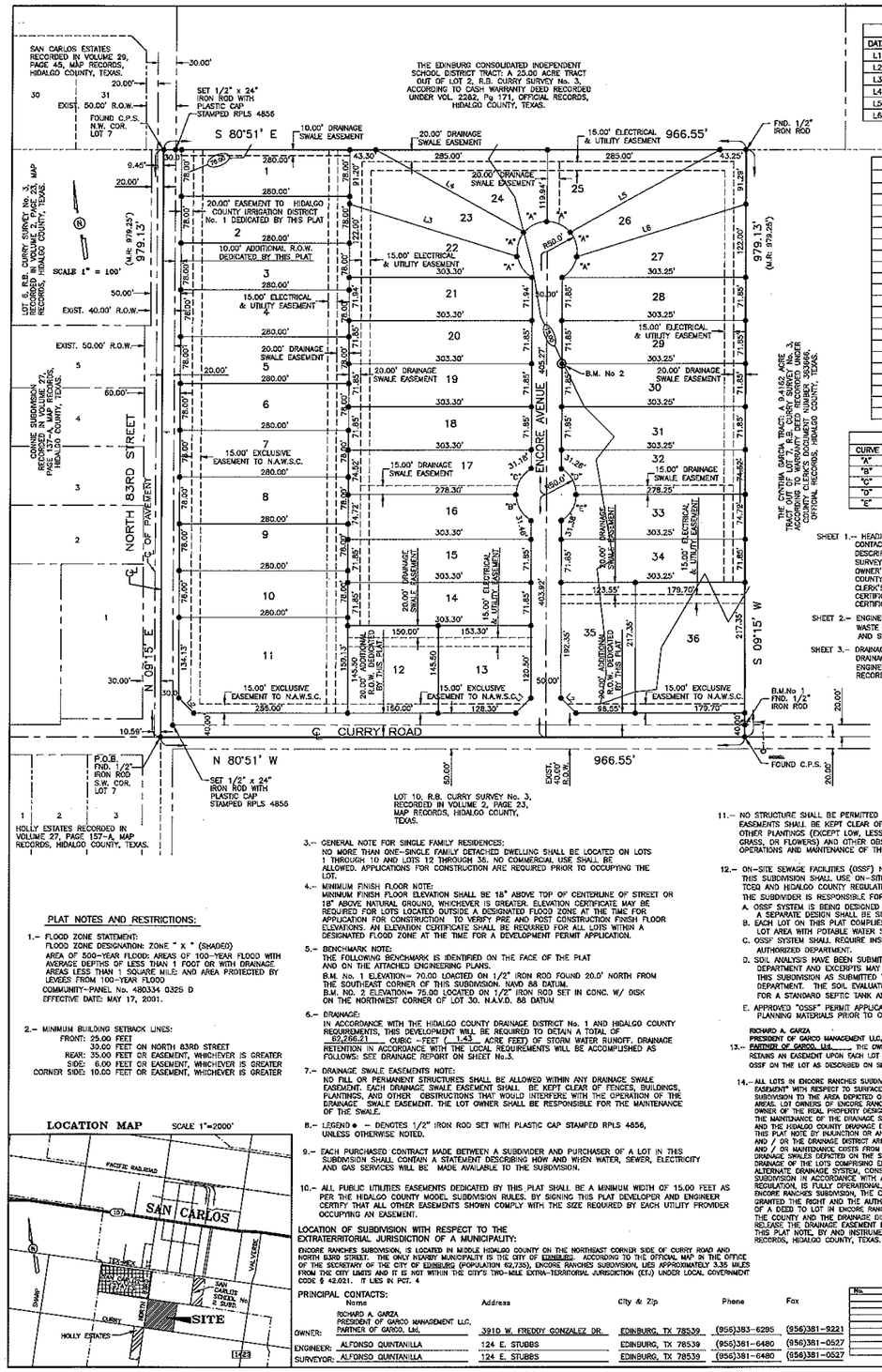
Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on 83rd Street that will serve as the primary source of water for the proposed development.

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

The Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on May 05, 2009. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $36,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of all septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **October 26, 2009**



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°12' E	35.39'
L2	N 35°48' W	35.32'
L3	S 63°17'44" E	292.26'
L4	S 51°39'03" E	282.33'
L5	N 69°58'29" E	282.82'
L6	N 81°45'41" E	292.53'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1–10	21,839.97	0.501
11	44,243.82	1.016
12	21,825.08	0.501
13	21,992.40	0.505
14–15	21,792.03	0.500
16	21,896.41	0.503
17	21,832.47	0.501
18–20	21,792.03	0.500
21	21,819.33	0.501
22	22,145.55	0.508
23	22,243.41	0.511
24	21,791.26	0.500
25	21,810.30	0.501
26	22,258.05	0.511
27	22,128.60	0.508
28–31	21,788.51	0.500
32	21,832.10	0.501
33	21,889.47	0.503
34	21,788.51	0.500
35	26,541.44	0.609
36	39,057.42	0.897

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	50°00'00"	50.00'	43.63'
"B"	59°54'00"	50.00'	52.27'
"C"	60°08'00"	50.00'	52.45'
"D"	59°54'00"	50.00'	52.27'
"E"	60°08'00"	50.00'	52.45'

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.I.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CERTIFICATION; REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES: COUNTY CLERK'S RECORDING CERTIFICATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X " (SHADED)
AREA OF 500–YEAR FLOOD: AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE: AND AREA PROTECTED BY LEVEES FROM 100–YEAR FLOOD
COMMUNITY–PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

2.– MINIMUM BUILDING SETBACK LINES:
FRONT: 25.00 FEET
30.00 FEET ON NORTH 83RD STREET
REAR: 25.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 1 THROUGH 10 AND LOTS 12 THROUGH 36. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

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

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 70.00 LOACTED ON 1/2" IRON ROD FOUND 20.0' NORTH FROM THE SOUTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 75.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 30. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 62,266.21 CUBIC –FEET (1.43 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

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

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
ENCORE RANCHES SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTHEAST CORNER SIDE OF CURRY ROAD AND NORTH 83RD STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), ENCORE RANCHES SUBDIVISION, LIES APPROXIMATELY 3.35 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

LOCATION MAP SCALE 1"=2000'

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd.	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383–6295	(956)381–9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

12.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL OR MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
13.– PARTNER OF GARCO, Ltd. ____ THE OWNER & SUBMODER OF ENCORE RANCHES SUBDIVISION RESERVES AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ALL LOTS IN ENCORE RANCHES SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN ENCORE RANCHES SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF ENCORE RANCHES SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESCRIBED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING ENCORE RANCHES SUBDIVISION BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL, AND ACTUALLY SERVICING ALL THE LOTS IN ENCORE RANCHES SUBDIVISION, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN ENCORE RANCHES SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SUBDIVISION PLAT OF:

ENCORE RANCHES SUBDIVISION

A 21.73 ACRE TRACT OF LAND OUT OF LOT 7, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 1538, PAGE 340, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1415829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 21.73 ACRE TRACT OF LAND OUT OF LOT 7, R.B. CURRY SURVEY No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED IN VOLUME 1538, PAGE 340, AND GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1415829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND AT THE INTERSECTION OF THE CENTERLINES OF NORTH 83rd STREET AND CURRY ROAD FOR THE SOUTHWEST CORNER OF LOT 7 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°15'E, ALONG THE WEST LINE OF LOT 7 AND THE CENTERLINE OF NORTH 83rd STREET, A DISTANCE OF 979.13 FEET (MAP RECORD 979.25 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF LOT 7 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°51'E, ALONG THE NORTH LINE OF LOT 7, A DISTANCE OF 966.55 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE CYNTHIA GARCIA TRACT (A 9.4162 ACRE TRACT OUT OF LOT 7, R.B. CURRY SURVEY No.3, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 383666, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°15'W, ALONG THE WEST LINE OF THE CYNTHIA GARCIA TRACT, PASSING A 1/2" IRON ROD FOUND AT 959.13 FEET FOR THE NORTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISTANCE OF 979.13 FEET TO A COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 7 AND IN THE CENTERLINE OF CURRY ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°51'W, ALONG THE SOUTH LINE OF LOT 7 AND THE CENTERLINE OF CURRY ROAD, A DISTANCE OF 966.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 21.73 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN CARLOS ESTATES, RECORDED IN VOLUME 29, PAGE 45, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

DATED THIS THE 12TH DAY OF JANUARY 20 09.

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

15.– NO ACCESS WILL BE ALLOWED FROM CURRY ROAD ONTO LOTS 13 & 35.

16.– THERE IS AN EXISTING WATER WELL LOCATED ON LOT 36. THE WATER WELL WILL BE ABANDONED.

17.– AN OFF–STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

18.– GENERAL NOTE FOR COMMERCIAL LOTS:
LOT 11 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 11 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

19.– LOT OWNER WILL BE REQUIRED TO INSTALL A BUFFER FENCE FOR LOT 11 FOR ABUTTING ALL RESIDENTIAL LOTS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor", whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, the easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the aforementioned water lines. This agreement together with other provisions of this grant, shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____, 20____

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd,
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

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

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC. AS OWNER OF OF THE 21.73 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ENCORE RANCHES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT LLC,
PARTNER OF GARCO, Ltd,
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

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

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE ____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

PRESIDENT

SECRETARY

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

WE THE UNDERSIGNED CERTIFY that this plat of the ENCORE RANCHES SUBDIVISION, was reviewed and approved by this Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

ENCORE RANCHES (SUBDIVISION)

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ( ) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

ENCORE RANCHES (SUBDIVISION)

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ( ) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
REGISTERED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
PHONE 956–381–6480
FAX 956–381–0527

SHEET NO. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBDIVS\HIDALGO CO.\ENCORE RANCHES SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JAN. 12, 2009	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

AI-18409 **19.A.**

Authority to Advertise

CC REGULAR

Date:	11/10/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Requesting Authority to Advertise with Approval of the Designed Plans and Specifications for the Construction of Three (3) Portable Classroom Buildings

BACKGROUND

Policy Council Approval: 11.09.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: HCHSPCS

Link: Index

Link: spec cover

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 04:45 PM	APRV
2	Roland Garcia	Rolando Garcia	11/06/2009 02:42 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Linda Galaviz — Started On: 11/04/2009 04:15 PM

Final Approval Date: 11/06/2009

INDEX OF DRAWINGS

SHEET NO. TITLE

CS COVER SHEET
AS1.1 SITE PLANS – EDINBURG NO. 4 AND EDINBURG NO. 5
AS1.2 SITE PLAN – SAN JUAN NO. 2

STRUCTURAL

S1.1 GENERAL NOTES
S2.1 ROOF AND FLOOR FRAMING PLANS
S3.1 ROOF AND FLOOR FRAMING DETAILS

ARCHITECTURAL

A1.1 FLOOR PLAN, EXTERIOR ELEVATIONS, BUILDING & WALL SECTIONS, INTERIOR ELEVATIONS
A1.2 ROOM FINISH SCHEDULE, DOOR SCHEDULE, DOOR & WINDOW ELEVATIONS, INTERIOR ELEVATIONS, MILLWORK SECTIONS

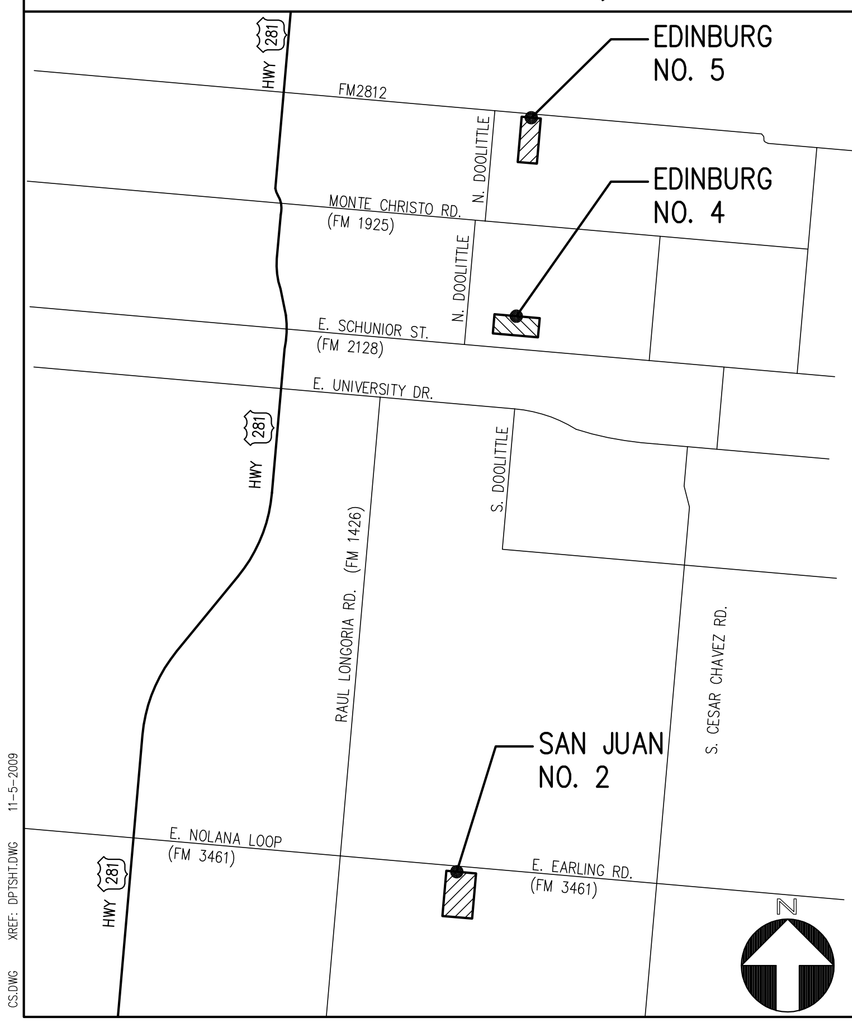
MEP

M1.0 FLOOR PLAN – MECHANICAL
M2.0 MECHANICAL SCHEDULES & WALL UNIT DETAIL

ES1.1 ELECTRICAL SITE PLAN EDINBURG NO. 4
ELECTRICAL SITE PLAN EDINBURG NO. 5
ES1.2 ELECTRICAL SITE PLAN SAN JUAN NO. 2
E1.0 FLOOR PLAN – LIGHTING & LIGHTING SCHEDULE
E2.0 FLOOR PLAN – ELECTRICAL & GENERAL NOTES
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P3.0 PLUMBING DETAILS

VICINITY MAP
EDINBURG/SAN JUAN, TEXAS



HIDALGO COUNTY HEADSTART PROGRAM
THREE PORTABLE CLASSROOM ADDITION
FOR
HIDALGO COUNTY HEADSTART PROGRAM

POLICY COUNCIL MEMBERS
2008-2009

ERIC RODRIGUEZ	CHAIRPERSON
ZAHYDEE HERNANDEZ	VICE-CHAIRPERSON
DORA RODRIGUEZ	SECRETARY
GERARDO "JERRY" CHAPA	TREASURER
JOHANNA AGUILAR	PARLIAMENTARIAN
BRENDA REYNA	PARENT REPRESENTATIVE
LAURA AGUILAR	PARENT REPRESENTATIVE
FILOMENA LEO	COMMUNITY REPRESENTATIVE
ROEL PENA	COMMUNITY REPRESENTATIVE
LUIS SOLIS	COMMUNITY REPRESENTATIVE
JANIE SOLIS	COMMUNITY REPRESENTATIVE

rike • ogden • figueroa • allex • architects inc. McAllen, texas

CHANIN ENGINEERING, LLC — STRUCTURAL CONSULTING ENGINEERS
TRINITY MEP ENGINEERING, PLLC — MEP CONSULTING ENGINEERS

rofa architects
rike • ogden • figueroa • allex
107 Walnut Ave.
McAllen, TX 78501
v:(956)686 7771
f:(956)687 3433
www.rofainc.com
McAllen Harlingen

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NOTES:

HIDALGO COUNTY HEADSTART PROGRAM
THREE PORTABLE CLASSROOM ADDITION
HIDALGO COUNTY TEXAS

PROJECT NO. 29009
DRAWN BY C.A.
DATE

CS

CS.DWG XREF: DEPSHT.DWG 11-5-2009

PROJECT MANUAL

HIDALGO COUNTY HEADSTART PROGRAM
THREE PORTABLE CLASSROOM ADDITIONS
HIDALGO COUNTY, TEXAS

Project No. 29009

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NO SECTION SPECIFIED UNDER THIS DIVISION

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NO SECTION SPECIFIED UNDER THIS DIVISION

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15990	*TESTING, ADJUSTING, AND BALANCING*	*1-12*

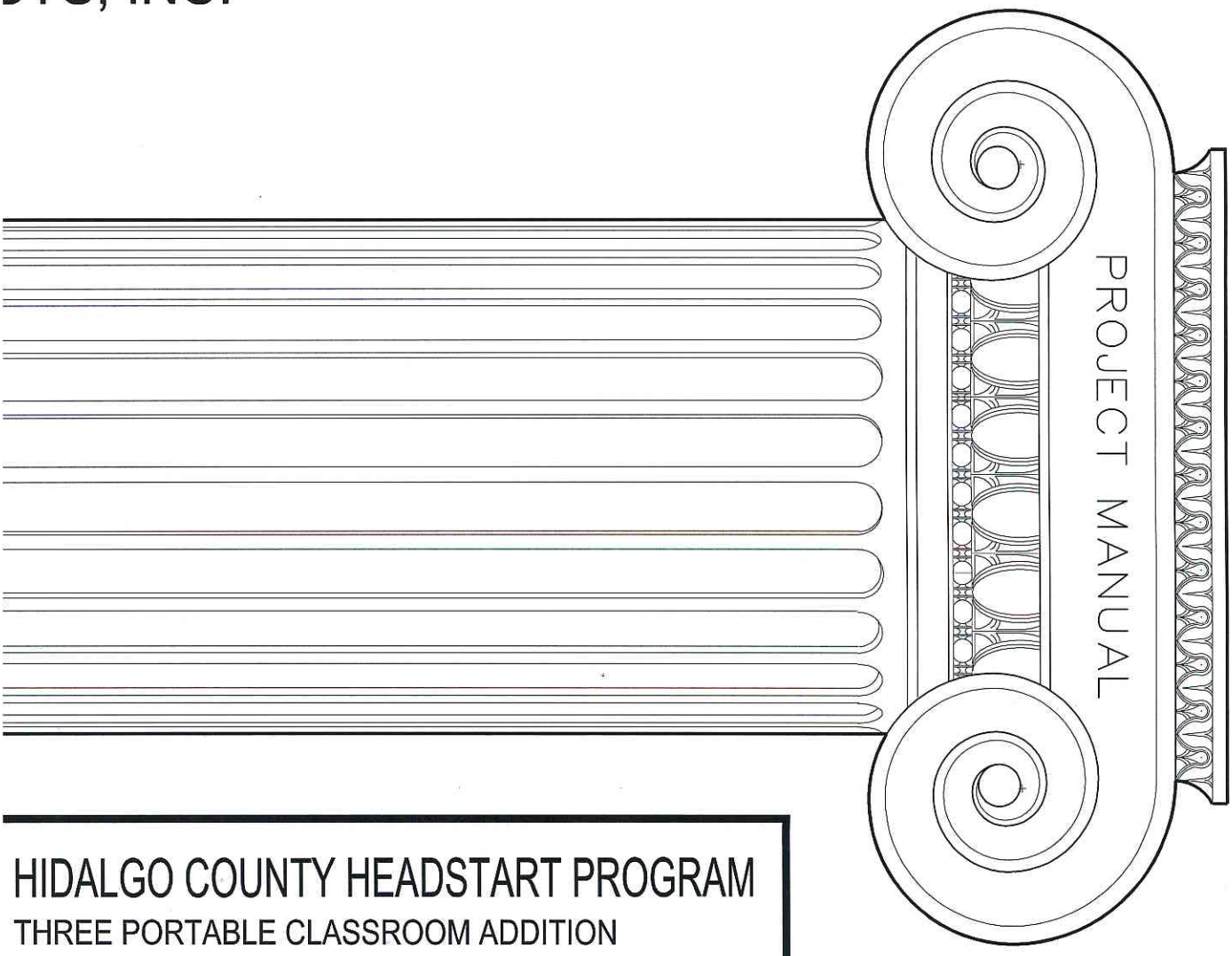
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)GDEN - FIGUEROA - ALLEX

CTS, INC.



HIDALGO COUNTY HEADSTART PROGRAM

THREE PORTABLE CLASSROOM ADDITION

HIDALGO COUNTY TEXAS

AI-18364 **20.A.**

Vehicle Donation from Dept. of Justice (1284)

CC REGULAR

Date:	11/10/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for a vehicle donated from the Department of Justice, U.S. Marshals Service.

2. Approval to appropriate funds for a vehicle donated from the Department of Justice, U.S. Marshals Service in the amount of $25,000.00 (1284).

BACKGROUND

This action is requested by the County Auditor's Office, pursuant to Circular No. A-133 from the Office of Management & Budget (OMB). Circular A-133 states the auditing and reporting requirements of federal awards, including valuing non-cash assistance such as donated property.

Acceptance of the donated vehicle was approved by Commissioners' Court on 11/03/09 (Agenda Item #21A).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-066-9-741

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $25,000.00 for a vehicle donated from the Department of Justice, U.S. Marshals Service.
Revenue account--> 9-1284-331-10-280-066-9-000

No local cash match is required.

Attachments

Link: Certification of Revenues letter

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	11/04/2009 08:23 AM	APRV

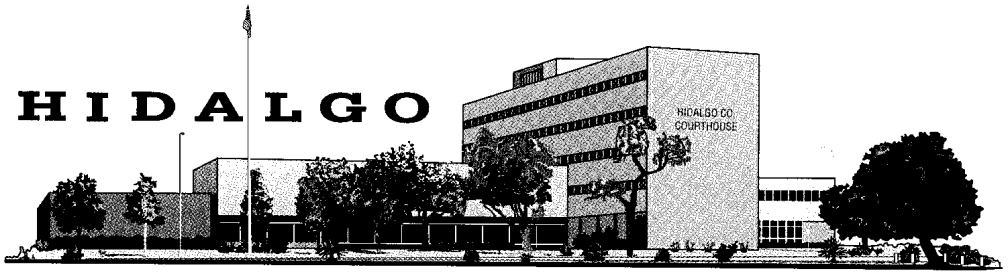
2	Budget & Management	Erika Zamora	11/04/2009 08:24 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/05/2009 11:27 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Emilia Uriegas

Started On: 11/03/2009 09:09 AM

Final Approval Date: 11/06/2009

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 29, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the United States Marshal Service (USMS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$25,000.00	0324A A3403FWF4014R soc 2599 Purchase of Vehicles for Sheriff

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/2/09
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.

U.S. Department of Justice

United States Marshals Service

Investigative Operations Division

Washington, DC 20530-1000

August 28, 2009

MEMORANDUM TO: United States Marshals
Chief Deputy United States Marshals
Regional Fugitive Task Force Commanders
Administrative Officers

FROM: T. Michael Earp
Assistant Director

SUBJECT: Vehicles for State and Local Task Force Participants

The Department of Justice awards funding gained from asset forfeitures to assist state and local law enforcement. I am pleased to announce that the United States Marshals Service (USMS) has been awarded $15 million to acquire 600 vehicles for state and local law enforcement agencies who participate full-time on our Regional and District Fugitive Task Forces. The vehicles must be purchased before the end of fiscal year (FY) 2009 and they will become the sole property of the eligible state and local agencies.

In addition to the funding to purchase vehicles, we also received funding to outfit these vehicles with emergency equipment ($5,000) and fuel ($6,000). These separate funds will be transferred to district offices at the beginning of FY 2010. Districts will reimburse the state and local agencies to outfit and fuel their vehicles upon the presentation of valid invoices.

Specific guidance for acquiring the vehicles and handling all funds will be forthcoming. Also, the Investigative Operations Division intranet site will contain information to assist in this process.

The Investigative Operations Division is working closely with other USMS divisions and the Department of Justice to acquire additional asset forfeiture funding support for FY 2010.

If you have questions with regard to this matter, please contact Chief Inspector William Sorukas at (202) 353-4070 or william.sorukas@usdoj.gov or Chief Inspector Kurt Ellingson at (202) 353-4040 or kurt.ellingson@usdoj.gov.

Obligation Number:

FISCAL YEAR 2009
MEMORANDUM OF UNDERSTANDING
DISTRICT FUGITIVE TASK FORCE/ REGIONAL FUGITIVE TASK FORCE

Memorandum of Understanding (MOU) between:

Hidalgo Co Sheriff's Police Department
And
United States Marshals Service

The purpose of this **MOU** notice is to obligate funding for the purchase of vehicles for state and local agency investigators, pursuant to the Memorandum of Understanding (**MOU**) between the Marshals Service and Hidalgo Co Sheriff's Police Department for Fiscal Year 2009.

Period of Performance: August 17, 2009 to September 30, 2009

2009 Appropriation Data: 0324A A3403FWF4014R soc 2599 $ 25,000.00

Payment will be made directly to commercial vehicle dealerships for vehicles purchased for state and local investigators who participate in joint law enforcement task forces with the U.S. Marshals Service. Upon receipt of a proper invoice from the commercial vehicle dealership, the Marshals Service Office of Finance will issue payment directly to those dealerships. Copies of vehicle title must be provided to the U.S. Marshals Service to show that these vehicles are the property of the state and local agency and not the U.S. Marshals Service.

Certification of Funds Available: _____ _____
IOD Representative Date

MOU Authorization: Elizabeth Saenz 9-14-09
Chief Deputy/ RFTF Commander Date

_____ 9-4-09
Department Representative Date
Arnoldo Martinez
Chief Deputy

SPIKES Ford

www.spikesford.net

Spikes Motor Co.
805 East Expressway 83 • Mission, Texas 78573
(956) 585-1601 • Fax (956) 519-8719

DEAL# 94737
STK# AKA21911
CUSTOMER# 1001044

☒ NEW ☐ USED ☐ CAR ☐ TRUCK			STOCK NO. AKA21911
BUYER'S NAME HIDALGO COUNTY SHERRIFFS OFFICE	TELEPHONE HOME (956)393-6100	OFFICE	DATE 10/26/2009
ADDRESS 711 EL CIBOLO	CITY EDINBURG	STATE TX	ZIP CODE 78541
YR. MAKE 2010 FORD / MODEL F150	VIN. # 1FTEW1C8XAKA21911		MILEAGE 8
COLOR BLACK / F&I CLOSER TIJERINA,TJ	SALESPERSON SANCHEZ,ESTEBAN	SALESPERSON	

TRADE-IN

YR.____ MAKE ____ MODEL ____

V.I.N.____ MILEAGE ____

L.I.C. #____ MO.____ YR.____ REG. #____

TRADE-IN 2

YR.____ MAKE ____ MODEL ____

V.I.N.____ MILEAGE ____

L.I.C. #____ MO.____ YR.____ REG. #____

MARKET VALUE	$ 24975.00
REBATE	$
DIFFERENCE	$ 24975.00
ALL ACCESSORIES	$ N/A
ALLOWANCE	$ N/A
SALES TAX	$ N/A
LIC.	$ N/A
TITLE	$ N/A
**DEALER'S INVENTORY TAX	$ N/A
STATE INSPECTION	$ 23.75
*DOCUMENTARY FEE	$ N/A
SUB-TOTAL	$ 24998.75
E.S.P.	$ N/A
BALANCE OWED ON TRADE-IN	$ N/A
ADDITIONAL DOWN PAYMENT REG#____	$ N/A
BALANCE DUE	$ 24998.75

LIENHOLDER

AT THIS DEALERSHIP

- A customer may obtain their own financing.
- The finance charge may be negotiable.
- The dealership may assign the retail installment contract.
- A person may acquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price, to which they agree. No person acquiring or assigning a retail installment or any balance under a contract is acquired, including any discount or difference between the ates, charges, or balance under the contract and the rates, charges, or balance acquired (Finance Code § 348.301).

The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EN RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTIES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.

Paid full

CASH $
CHECK #
AIR PLC#
DATE PAID
INITIALS

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary revisions in the contract of sale. (La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenide en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.) If credit purchase, this is an offer to purchase only. Purchaser offers to purchase vehicle of credit on terms described herein and no contractual relationship is created hereby. This order does not constitute an agreement for the extension of credit. Manufacturer reserves the right to change the price to seller of new vehicles without notice. In the event that the price to seller of the new car ordered hereunder is so changed, prior to delivery to purchaser, purchaser agrees that the cash delivered price will be changed accordingly. If the purchaser's used car trade-in is not to be delivered to the seller until delivery of the new car the trade-in will be reappraised at that time and purchaser agrees that such reappraised value shall determine the allowance made for such trade-in. Purchaser agrees to deliver the original bill of sale and the title to any trade-in herein along with the delivery of such trade-in and further agrees to execute such documents necessary or required to transfer legal title and ownership to seller or its assigns. Purchaser warrants such trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Purchaser further warrants that such trade-in has not been salvaged, reconditioned, or flood damaged and that the emission control devices have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. 10/26/09

Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of test performed, required or prescribed by government agency, upon which seller has relied it is expressly agreed to and understood by purchaser and seller that in the event of a not-credit transaction, seller retains a security interest in the purchased vehicle until such time as purchaser has paid the seller for the vehicle.

Purchasers Signature ____ Sellers Signature ____ Date ____

DATE: November 2, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Department of Justice

ACCOUNT NUMBER: 9-1284-421-00-280-066-9-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-066-9-741	Vehicles	25,000.00
	TOTAL APPROPRIATIONS	25,000.00
9-1284-331-10-280-066-9-000	Department of Justice - Revenues	25,000.00
	TOTAL REVENUES	25,000.00

REASON: **To appropriate budget for *donated* vehicle from the Department of Justice, U.S. Marshals Service, as requested by the County Auditor's Office, pursuant to Circular No. A-133 prepared by the Office of Management & Budget (OMB).**

Circular A-133 states the auditing and reporting requirements of federal awards.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-18379 **20.B.**

SCAAP Grant

CC REGULAR

Date:	11/10/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval and authorization to accept the FY2009 SCAAP (State Criminal Alien Assistance Program) grant from the U.S. Department of Justice, Bureau of Justice Assistance for the amount of $672,794.00.

BACKGROUND

Our office will be submitting a budget for approval at a later date. SCAAP funds are to be used for correctional purposes only.

Grant No. 2009-AP-BX-0214

Acceptance of award is online.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local cash match is required.

Attachments

Link: scaap.award

Form Routing/Status

Form Started By: Emilia Uriegas	Started On: 11/04/2009 08:37 AM
Final Approval Date: 11/06/2009	

State Criminal Alien Assistance Program 2009-F9198-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

GMS Home

Log Off

Grant Number: 2009-AP-BX-0214
Jurisdiction: County of Hidalgo
Vendor Number: 746000717
Award Amount: $672,794

Fiscal Year 2009 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2009 SCAAP Use of Funds List

--- Construction ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- Training/Education for offender ---
Specific trade employment skills
GED testing
Job Preparedness
--- Training for corrections officers to help manage offender population ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2009 State Criminal Alien Assistance Program.

Accept Decline

Richard Ozuna

From: SCAAP [SCAAP@usdoj.gov]
Sent: Thursday, October 29, 2009 8:27 AM
To: SCAAP
Subject: FY 2009 SCAAP Drawdown Announcement

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year 2009 State Criminal Alien Assistance Program (SCAAP) award is complete and is ready for drawdown. To view the FY 2009 SCAAP awards, visit http://www.ojp.usdoj.gov/BJA/grant/scaap.html.

Please follow the instructions below to accept your SCAAP award:

- Access the Grants Management System web site at https://grants.ojp.usdoj.gov/ and log on using your SCAAP user id and password.
- Locate the Application status block that contains your 2009 SCAAP application. You will see "View" and "Drawdown" links under the "Action" header located on the right side of this block.
- Click on "Drawdown." This will take you to an acceptance screen that displays your grant number, jurisdiction name, and award amount at the top. Please print this screen for your records.
- Select at least one use of SCAAP funds on the provided list. **Multiple selections are possible with the Control key and mouse click.**
- Review and click the certification checkbox before accepting the award.
- **Use of SCAAP Awards:** The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.
- At the bottom of the screen, there is an "Accept" and "Decline" button. After you accept your award, you will be taken to a screen that confirms your acceptance. **Applicants are required to accept awards online within 45 calendar days of this award notice. This email serves as notice for you to accept your SCAAP award online.**
- Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process.
- Allow 15 business days for the electronic payment process to occur.

For questions concerning your SCAAP award amount, please email BJA at SCAAP@ojp.usdoj.gov. For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 5 or email GMSHelp@ojp.usdoj.gov. For questions related to the electronic transfer of funds or bank account of record, please contact the OCFO Customer Service Center at 1-800-458-0786 or AskOCFO@usdoj.gov.

Thank you and congratulations on your SCAAP award.

SCAAP Program Team

Bureau of Justice Assistance

AI-18450 **21.A.**

Request for temporary Chief Administrator position

CC REGULAR

Date:	11/10/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

R&B (1201): REF AI 18451
Approval to create one (1) temporary full-time Chief Administrator position, slot no. T087, budgeted salary $84,357.00 per year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-260

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

BUDGETARY IMPACT:

Funds available pending intradepartmental transfer. REF: AI 18451

Attachments

Link: Fiscal Note
Link: job description
Link: memo
Link: PAR
Link: intradept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	11/06/2009 04:28 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 04:29 PM	APRV
3	Sylvia Solis	Sylvia Solis	11/06/2009 05:02 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rosie Cantu Started On: 11/06/2009 02:20 PM

Final Approval Date: 11/06/2009

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, November 10, 2009 **Agenda Item:** 18450/18451

Summary of request/proposal:
Pct. 1 - R&B Department is requesting approval to create one (1) temporary full-time Chief Administrator position, slot no. T087, budgeted salary $84,357.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1201	Office Coordinator	T087	121	0.00	84,357.00	84,357.00
				0.00	84,357.00	84,357.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1201-431-00-121-005-0- 121	Pct. 1 R&B - TEMP F/T EMPLOYEES	$12,281.86
9-1201-431-00-121-005-0- 211	Pct. 1 R&B - HEALTH INSURANCE	-
9-1201-431-00-121-005-0- 212	Pct. 1 R&B - LIFE INSURANCE	-
9-1201-431-00-121-005-0- 220	Pct. 1 R&B - FICA	$939.56
9-1201-431-00-121-005-0- 230	Pct. 1 R&B - RETIREMENT	-
9-1201-431-00-121-005-0- 250	Pct. 1 R&B - UNEMPLOYMENT COMP	$61.41
9-1201-431-00-121-005-0- 260	Pct. 1 R&B - WORKER'S COMP	-
	2009 Budgetary Impact	$13,282.83

2010 Budgetary Impact: -

Possible Funding Sources: **WITHIN DEPT./ INTRADEPT. TRANSFER**

Budget Office Recommendation:

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title: **Chief Administrator** (Temporary) **FLSA Status:** **Exempt**

Dept No: **121** **Civil Service Status:** **Exempt**

SUMMARY:
This is a highly confidential position, which requires decision-making and county policy implementation. Provides administrative and production reports on various precinct concerns/activities. Acts in the capacity of a community relations/governmental affairs liaison, coordinating activities and reports, addressing community relations concerns, receiving inquires from constituents, government and public/private agencies; and representing the Commissioner at public functions as directed.

The Chief Administrator is appointed by and serves at the will of the County Commissioners.

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;

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;

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;

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

Hidalgo County Pct #1

Memo

To: Raul Silguero Budget Officer

From: Emilio Cisneros Pct #1 H.R Manager

CC: Sylvia Handy Pct #1 Commissioner

Joseph Palacios Pct #1 Chief Administrator

Date: 11/6/2009

Re: Creating a temporary position (Chief Administrator)

This memo is to inform the Hidalgo County Budget office that Pct #1 would like to create a temporary position for Chief Administrator. We are requesting this position be placed on the agenda for Nov. 10, 2009.The person who will fill this position will begin Nov. 10, 2009.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 **DATE:** 11/06/09

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** T0087

REQUESTED POSITION TITLE: (TEMPORARY) CHIEF ADMINISTRATOR
(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) $ 84,357.00 ~~12,329.33~~ (Proposed Budgeted Salary) $ 84357.00 ~~-0-~~ (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other 9-1201-431-00-121-005-0-121 / ~~LAPSE FUNDING~~ Intradep. Transfer Pc

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
$ 84,357 / 2080 = 40.557
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

40.557 * 8HRS = 324.456
324.456 * 38 DAYS = $12,329.33

11/10/09	12/31/09	MON-FRI 8:00-5:00	40	38 DAYS
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)

The position/adjustment request is essential due to the Chief Administrator's leave of absence. The creation of this position will provide continued guidance on the daily operations of the precinct.

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

Over sees the daily financial and operations of the Precinct. Supervises, trains, and evaluates the office staff. Serves as project leader, facilitator or staff representative on variety of special projects and committees involving County departments and staff from other agencies. Attends public meetings as representative of the Precinct ; on frequent occasions such meetings may occur in evening hours.

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. Sylvia Standley	DEPARTMENT HEAD	11/4/2009	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR		DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3. Kathleen Delegans	DEPARTMENT OF BUDGET & MANAGEMENT	11/6/09	DATE	BUDGET PROCEDURES COMPLETED	☑ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL		DATE		

DATE: November 10, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. No. 1 R&B

ACCOUNT NUMBER: 9-1201-431-00-121-005-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
260	WORKERS COMP	121	TEMP F/T EMPLOYEES	12,281.86
260	WORKERS COMP	220	FICA	939.56
260	WORKERS COMP	250	UNEMPLOYMENT COMP	61.41
			TOTAL	13,282.83

REASON:
Intradepartmental transfer to fund salary and related fringe benefit expenditures for proposed temp full-time Chief Administrator position, slot no. T087.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-18442 **22.A.**

Pct. #2 R&B Equipment & Storage Yard

CC REGULAR

Date:	11/10/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Authorization to negotiate and possible acquisition of Real Estate for the Pct. #2 Road & Bridge Equipment and Storage, including title reports, appraisals, and surveys with metes and bounds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time.

Asking for approval to commence project. Funding to be determined when land has been negotiated for acquisition.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 10:08 AM	APRV
2	Roland Garcia	Rolando Garcia	11/06/2009 04:19 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 11/06/2009 10:00 AM

Final Approval Date: 11/06/2009

AI-18385 **23.A.**

Participation of Mile 4 Rd. and Circle 6 Rd.

CC REGULAR

Date:	11/10/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Discussion and approval of accepting participation from G&D Financial Services. L.P., (Mr. Gary Frisby) in the amount of $344,734.55 for road construction of Mile 4 Road (Tom Gill Rd. to FM 2221) and Circle 6 Road (North and South 5502 LF) and accept donation deed with survey metes and bounds.

BACKGROUND

Precinct #3 will provide labor, equipment, and right-of-way acquisition.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-080-0-711

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

BUDGETARY IMPACT:

Available balance as of 11/05/09 is $134,368.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-123-081-0-731

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

BUDGETARY IMPACT:

Available balance as of 11/05/09 is $50,000.00.

Attachments

Link: Mile 4 Road

Link: Copy of Check

Link: metes & bounds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 02:35 PM	APRV
2	Perla Lopez	Perla Lopez	11/05/2009 08:30 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Norma Ceballos Started On: 11/04/2009 10:59 AM

Final Approval Date: 11/06/2009


HOMEVILLE C
HOMEVILLE "D"
PROPOSED MILE 4 N.
MILE 4 N
EXIST. MILE 4 N.
J.H. CARTER

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • RUBEN CHAPA • ALLAN F. BOOE
TBPE Firm # F-1435

10/26/2009

ENGINEER'S ESTIMATE
PUEBLO DE PALMAS PHASE 12 & 13
Materials Only

PAVING IMPROVEMENTS: Mile 4 Onsite
6670 LF.

1	10" Compacted crushed caliche	10,375	Ton	$ 2.90	$	30,087.50
2	2" Hot mix asphaltic concrete	2,028	Ton	$ 45.40	$	92,071.20
3	Prime coat	4,314	Gal	$ 2.65	$	11,432.10
Total Paving Improvements:					$	133,590.80

PAVING IMPROVEMENTS: Mile 4 Offsite
6358 LF.

1.	10" Compacted crushed caliche	9,890	Ton	$ 2.90	$	28,681.00
2.	2" Hot mix asphaltic concrete	1,933	Ton	$ 45.40	$	87,758.20
3.	Prime coat	4,101	Gal	$ 2.65	$	10,867.65
Total Paving Improvements:					$	127,306.85

PAVING IMPROVEMENTS: North South County Road
5502 LF.

1.	8" Compacted crushed caliche	6,847	Tons	$ 2.90	$	19,856.30
2.	1 1/2" Hot mix asphaltic concrete	1,254	Tons	$ 45.40	$	56,931.60
3.	Prime coat	2,660	Gal	$ 2.65	$	7,049.00
Total Paving Improvements:					$	83,836.90

TOTAL $ 344,734.55

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com
227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591

10011

G & D FINANCIAL SERVICES, L.P.
MAIN ACCOUNT
P.O. BOX 1000
MISSION, TX 78573-1000

88-1544/1149

DATE 11/3/09

Rio BANK

PAY TO THE ORDER OF County of Hidalgo $344,734.55

Three hundred forty four thousand seven hundred thirty four + 55/100 DOLLARS

Application for Reduction
Civil & Rd 55 SCALF
Mile 4 From Tom Gill to FM 2221

981

⑈010016⑈ ⑆114915447⑆ 127896⑈

10011

G & D FINANCIAL SERVICES, L.P.
MAIN ACCOUNT
P.O. BOX 1000
MISSION, TX 78573-1000

88-1544-1149

DATE 11/3/09

Rio BANK
Main Banking Center
Mission, Texas 78572

PAY TO THE ORDER OF County of Hidalgo $ 344,734.55

Three hundred forty four thousand seven hundred thirty four + 55/100 DOLLARS

Participation on Roads:			
Circle G RD 55 ccy's			
Mile 4 from Tom Gill to FM 2221			

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED

941

⑈010011⑈ ⑆114916544⑆ 127896⑈

October 30, 2009

METES AND BOUNDS DESCRIPTION
4.982 AC. OUT OF LOTS 47 THRU 49
J.H. CARTER SUBDIVISION
HIDALGO COUNTY, TEXAS

PROPOSED 100-FOOT RIGHT-OF-WAY

A tract of land containing 4.982 acres (217,021.42 square feet) situated in the County of Hidalgo, Texas, being part or portion of LOTS 47 THRU 49, J.H. CARTER SUBDIVISION, according to the plat thereof recorded in Volume 2, Page 44, Hidalgo County Map Records, which said 4.982 acres (217,021.42 square feet) also being more particularly described as follows:

BEGINNING at a point on the East line of said Lot 47 and West right-of-way line of a county road for the Northeast corner of this tract, said point bears S 08° 59' 13" W a distance of 668.75 feet from the Northeast corner of said Lot 47;

1. THENCE, S 08° 58' 42" W along the East line of said Lot 47 and the West right-of-way line of said county road, a distance of 170.00 feet to the Southeast corner of this tract;

2. THENCE, N 36° 00' 53" W a distance of 49.50 feet to an inside corner of this tract;

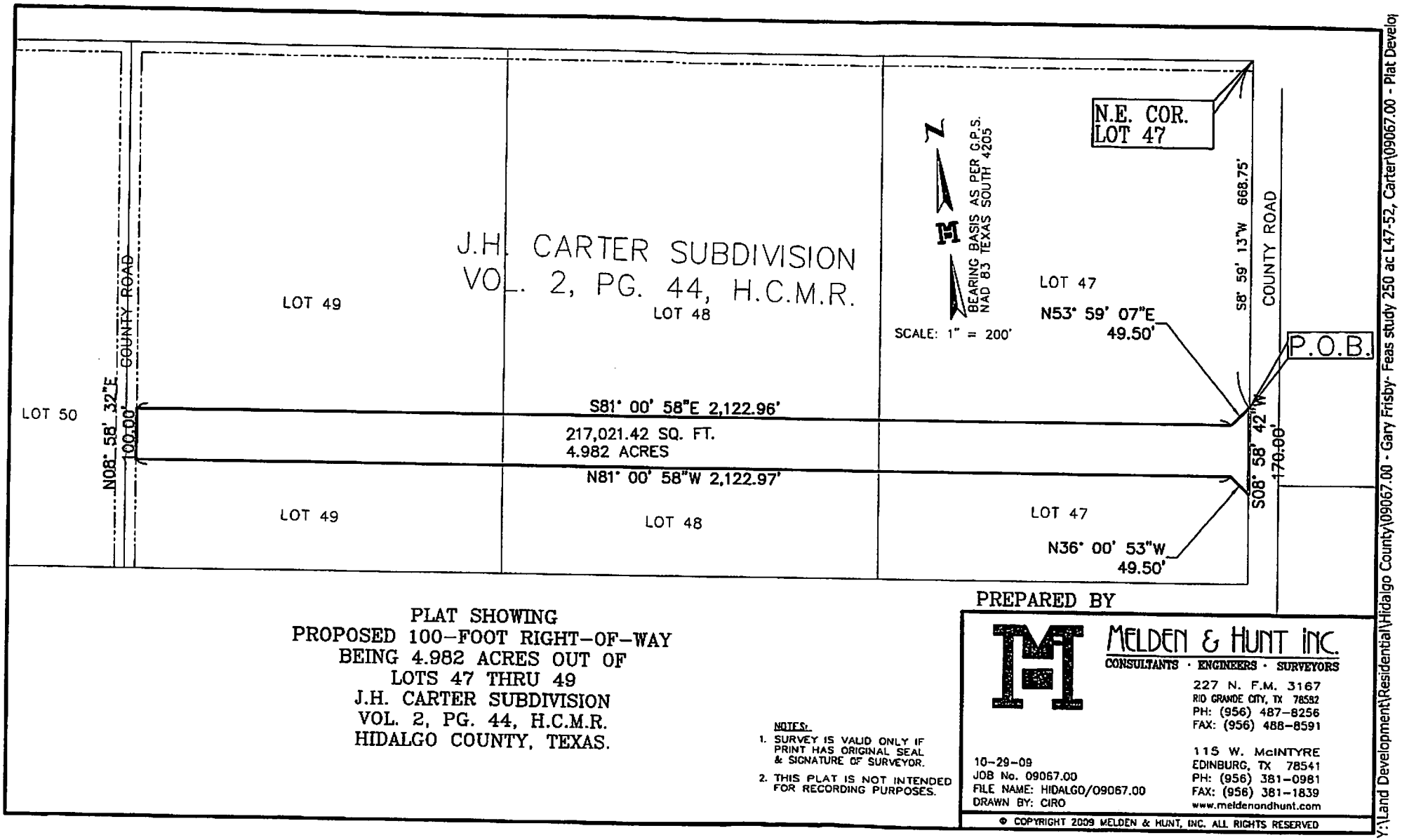
3. THENCE, N 81° 00' 58" W a distance of 2,122.97 feet to a point on the East right-of-way line of a county road for the Southwest corner of this tract;

4. THENCE, N 08° 58' 32" E along the East right-of-way line of said county road, a distance of 100.00 feet to the Northwest corner of this tract;

5. THENCE, S 81° 00' 58" E a distance of 2,122.96 feet to an inside corner of this tract;

6. THENCE, N 53° 59' 07" E a distance of 49.50 feet to the POINT OF BEGINNING and containing 4.982 acres (217,021.42 square feet) of land, more or less.

Prepared by:
MELDEN & HUNT, INC.
Consultants, Engineers, Surveyors
115 West McIntyre
Edinburg, Texas 78541
(956) 381-0981



PLAT SHOWING
PROPOSED 100-FOOT RIGHT-OF-WAY
BEING 4.982 ACRES OUT OF
LOTS 47 THRU 49
J.H. CARTER SUBDIVISION
VOL. 2, PG. 44, H.C.M.R.
HIDALGO COUNTY, TEXAS.

NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. THIS PLAT IS NOT INTENDED FOR RECORDING PURPOSES.

PREPARED BY

MELDEN & HUNT INC.
CONSULTANTS · ENGINEERS · SURVEYORS
227 N. F.M. 3167
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PH: (956) 381-0981
FAX: (956) 381-1839
www.meldenandhunt.com

10-29-09
JOB No. 09067.00
FILE NAME: HIDALGO/09067.00
DRAWN BY: CIRO

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Y:\Land Development\Residential\Hidalgo County\09067.00 - Gary Frisby- Feas study 250 ac L47-52, Carter\09067.00 - Plat Develop

October 30, 2009

METES AND BOUNDS DESCRIPTION
4.901 AC. OUT OF LOTS 50 THRU 52
J.H. CARTER SUBDIVISION
HIDALGO COUNTY, TEXAS

PROPOSED 100-FOOT RIGHT-OF-WAY

A tract of land containing 4.901 acres (213,487.17 square feet) situated in the County of Hidalgo, Texas, being part or portion of LOTS 50 THRU 52, J.H. CARTER SUBDIVISION, according to the plat thereof recorded in Volume 2, Page 44, Hidalgo County Map Records, which said 4.901 acres (312,487.17 square feet) also being more particularly described as follows:

BEGINNING at a point on the West line of said Lot 52 and the East right-of-way line of F.M. 2221 for the Northwest corner of this tract, said point bears S 08° 58' 32" W a distance of 653.75 feet from the Northwest corner of said Lot 52;

1. THENCE, S 36° 01' 13" E a distance of 70.72 feet to an inside corner of this tract;

2. THENCE, S 81° 00' 58" E a distance of 2,059.87 feet to a point on the West right-of-way line of a county road for the Northeast corner of this tract;

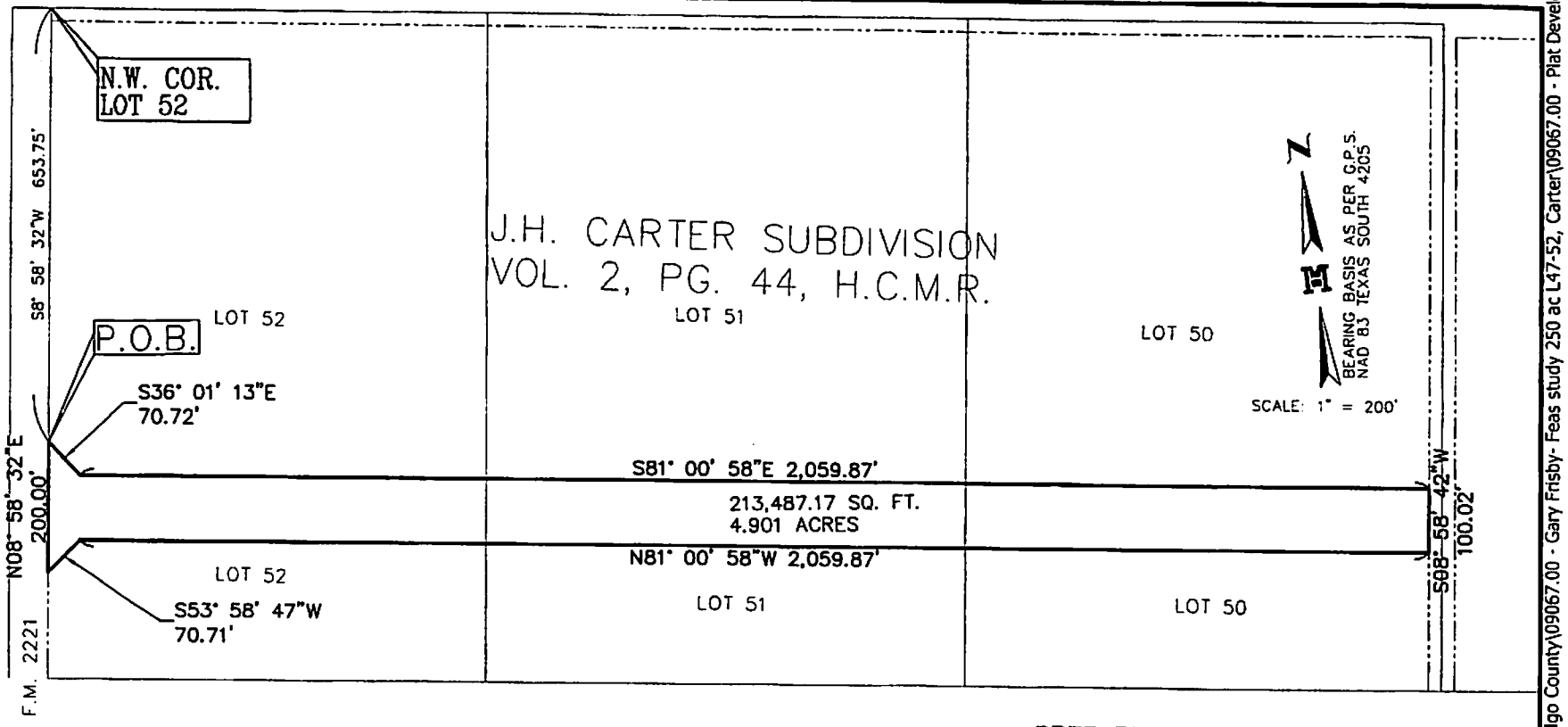
3. THENCE, S 08° 58' 42" W along the West right-of-way line of said country road, a distance of 100.00 feet to the Southeast corner of this tract;

4. THENCE, N 81° 00' 58" W a distance of 2,059.87 feet to an inside corner of this tract;

5. THENCE, S 53° 58' 47" W a distance of 70.71 feet to the West line of said Lot 52 and the East right-of-way line of F.M. 2221 for the Southwest corner of this tract;

6. THENCE, N 08° 58' 32" E along the West line of said Lot 52 and the East right-of-way line of F.M. 2221, a distance of 200.00 feet to the POINT OF BEGINNING and containing 4.901 acres (213,487.17 square feet) of land, more or less.

Prepared by:
MELDEN & HUNT, INC.
Consultants, Engineers, Surveyors
115 West McIntyre
Edinburg, Texas 78541
(956) 381-0981



PLAT SHOWING
PROPOSED 100-FOOT RIGHT-OF-WAY
BEING 4.901 ACRES OUT OF
LOTS 50 THRU 52
J.H. CARTER SUBDIVISION
VOL. 2, PG. 44, H.C.M.R.
HIDALGO COUNTY, TEXAS.

NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. THIS PLAT IS NOT INTENDED FOR RECORDING PURPOSES.

PREPARED BY

MELDEN & HUNT INC.
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10-29-09
JOB No. 09067.00
FILE NAME: HIDALGO/09067.00
DRAWN BY: CIRO

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Y:\Land Development\Residential\Hidalgo County\09067.00 - Gary Frisby- Feas study 250 ac L47-52, Carter\09067.00 - Plat Develo

October 30, 2009

METES AND BOUNDS DESCRIPTION
5.234 AC. OUT OF LOTS 1, 21, 22, 23, & 24
HOMEVILLE SUBDIVISION "C"
HIDALGO COUNTY, TEXAS

PROPOSED 100-FOOT RIGHT-OF-WAY

A tract of land containing 5.234 acres (227,990.30 square feet) situated in the County of Hidalgo, Texas, being part or portion of LOTS 1, 21, 22, 23, & 24, HOMEVILLE SUBDIVISION "C", according to the plat thereof recorded in Volume 6, Page 60, Hidalgo County Map Records, said 5.234 acres (227,990.30 square feet) also being more particularly described as follows:

BEGINNING at a point on the West line of said Lot 1 for the Southwest corner of this tract, said point bears S 08° 56' 07" W a distance of 17.81 feet from the Southwest corner of said Lot 24 and the Northwest corner of said Lot 1;

1. THENCE, N 08° 56' 07" E along the East lines of said Lots 1 & 24, a distance of 170.00 feet to the Northwest corner of this tract;

2. THENCE, S 36° 03' 53" E a distance of 49.50 feet to an inside corner of this tract;

3. THENCE, S 81° 03' 53" E a distance of 135.00 feet to the Point of Curvature for a curve to the right;

4. THENCE, in a Southeasterly direction along said curve to the right, with a central angle of 09° 49' 21", a radius of 636.19 feet, an arc length of 109.06 feet, a tangent of 54.67 feet, and a chord that bears S 76° 09' 13" E a distance of 108.93 feet to the Point of Reverse Curvature;

5. THENCE, in a Southeasterly direction along a curve to the left, with a central angle of 09° 49' 21", a radius of 536.19 feet, an arc length of 91.92 feet, a tangent of 46.07 feet, and a chord that bears S 76° 09' 13" E a distance of 91.81 feet to the Point of Tangency;

6. THENCE, S 81° 03' 53" E a distance of 1,896.67 feet to a point on the East line of said Lot 21 for the Northeast corner of this tract;

7. THENCE, S 08° 56' 07" W along the East line of said Lot 21, a distance of 100.00 feet to the Southeast corner of said Lot 21 for the Southeast corner of this tract;

8. THENCE, N 81° 03' 53" W along the South lines of said Lots 21 through 24 and the North line of said Lot 1, a distance of 1,896.67 feet to the Point of Curvature for a curve to the right;

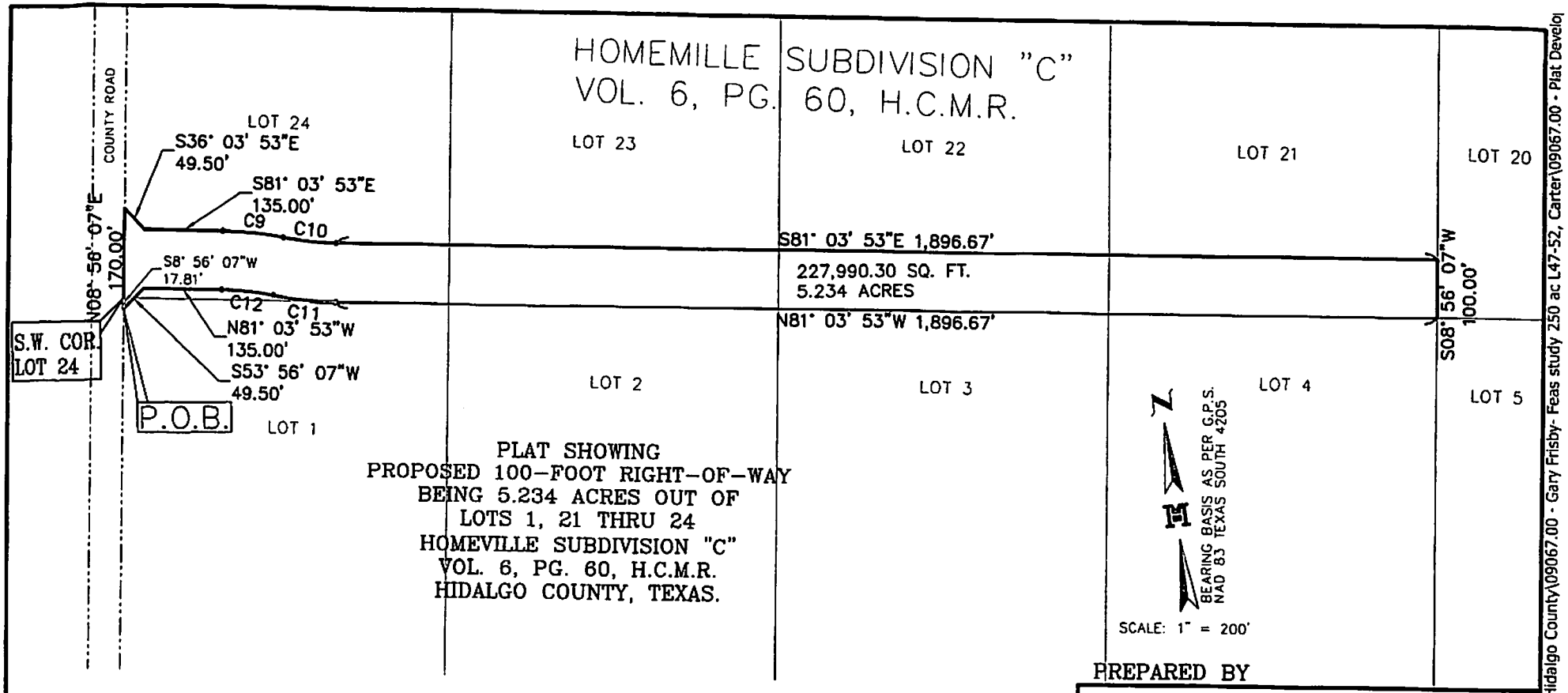
9. THENCE, in a Northwesterly direction along said curve to the right, with a central angle of 09° 49' 21", a radius of 636.19 feet, an arc length of 109.06 feet, a tangent of 54.67 feet, and a chord that bears S 76° 09' 13" E a distance of 108.93 feet to the Point of Reverse Curvature;

10. THENCE, in a Southeasterly direction along a curve to the left, with a central angle of 09° 49' 21", a radius of 536.19 feet, an arc length of 91.92 feet, a tangent of 46.07 feet, and a chord that bears S 76° 09' 13" E a distance of 91.81 feet to the Point of Tangency;

11. THENCE, N 81° 03' 53" W a distance of 135.00 feet to an inside corner of this tract;

12. THENCE, S 53° 56' 07" W a distance of 49.50 feet to the POINT OF BEGINNING and containing 5.234 acres (227,990.30 square feet) of land, more or less.

Prepared by:
MELDEN & HUNT, INC.
Consultants, Engineers, Surveyors
115 West McIntyre
Edinburg, Texas 78541
(956) 381-0981



Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Length	Chord Direction
C9	109.06'	636.19'	09°49'21"R	54.67'	108.93'	S76° 09' 13"E
C10	91.92'	536.19'	09°49'21"L	46.07'	91.81'	S76° 09' 13"E
C11	109.06'	636.19'	09°49'21"R	54.67'	108.93'	N76° 09' 13"W
C12	91.92'	536.19'	09°49'21"L	46.07'	91.81'	N76° 09' 13"W

NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. THIS PLAT IS NOT INTENDED FOR RECORDING PURPOSES.

PREPARED BY

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10-29-09
JOB No. 09067.00
FILE NAME: HIDALGO/09067.00
DRAWN BY: CIRO

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Y:\Land Development\Residential\Hidalgo County\09067.00 - Gary Frisby- Feas study 250 ac L47-52, Carter\09067.00 • Plat Develo

AI-18359 **23.B.**

Authorization to name road

CC REGULAR

Date: 11/10/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3

Information

CAPTION

Requesting authorization to name a road located in Precinct #3 as **Vanderpool Rd**., the road runs north from expressway 83 between the community of Havana and Sullivan City.

BACKGROUND

Lower Rio Grande Valley Development Council, 911 Dept., approved the name for use.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: 911 Dept Info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/03/2009 10:01 AM	APRV
2	Perla Lopez	Perla Lopez	11/03/2009 11:33 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Norma Ceballos — Started On: 11/02/2009 11:51 AM

Final Approval Date: 11/06/2009

Lower Rio Grande Valley Development Council

Commissioner John Ingram, McAllen..... President
Mayor Chris Boswell, Harlingen..... 1st Vice-President
Mayor Pro-Tem Alvin Semano, Member-at-Large..... 2nd Vice-President
Commissioner Sylvia Handy, Hidalgo County..... Secretary
Mayor Pro-Tem Eddie Gonzalez Member-at-Large..... Treasurer
Arturo Ramirez, Grassroots Organizations..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

Edward C. Camarillo
Mayor Pro-Tem, Brownsville

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Buddy De La Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
President, TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Hon. Norma G. Garcia
Member-At-Large

Don Medina
Member-At-Large

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

9-1-1 DEPT

FAX TRANSMISSION

To:	MINGO VILLARREAL	**From:**	JUAN TORRES
Fax:	(956) 585-2375	**Pages:**	1 INCL. COVER
Phone:		**Date:**	October 30, 2009
Re:	ROAD NAME	**CC:**	

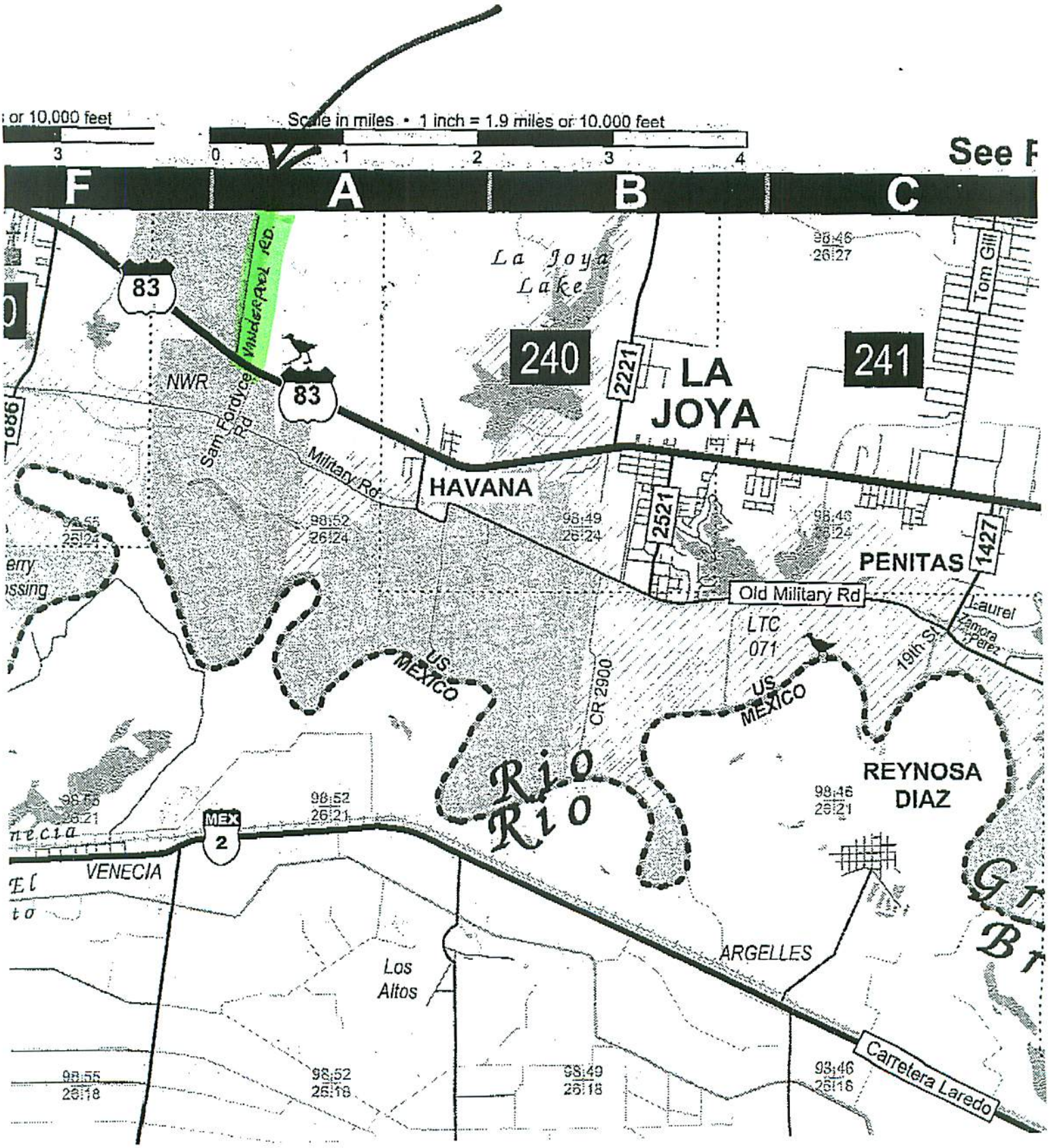
☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

- **Comments**

ROAD NAME OF ***VANDERPOOL RD.***
IS APPROVED FOR USE.

THIS ROAD RUNS NORTH FROM EXPRESSWAY 83 BETWEEN THE COMMUNITY OF HAVANA AND SULLIVAN CITY.

Mapco


or 10,000 feet
3
Scale in miles • 1 inch = 1.9 miles or 10,000 feet
0 1 2 3 4
See F
F A B C
La Joya Lake
Tom Gill
98:46 26:27
83
Wanderer Rd.
NWR
Sam Fordyce Rd
240
2221
LA JOYA
241
Military Rd
HAVANA
2521
PENITAS
1427
Old Military Rd
Laurel
Zamora Perez
19th St
LTC 071
US MEXICO
CR 2900
Rio Rio
REYNOSA DIAZ
MEX 2
VENECIA
Los Altos
ARGELLES
Carretera Laredo
98:52 26:24
98:49 26:24
98:46 26:24
98:52 26:21
98:46 26:21
98:52 26:18
98:49 26:18
98:46 26:18

AI-18418 **23.C.**

City of Alton, TIRZ #1

CC REGULAR

Date:	11/10/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #3

Information

CAPTION

1. Presentation from the City of Alton, as required by Section 311.003(f) Texas Tax Code, relating to the creation of City of Alton, Tax Increment Reinvestment Zone Number One.

2. Approval to allow the City of Alton a waiver of the sixty (60) day notice requirement of the public hearing required for the creation of "Proposed City of Alton, Tax Increment Reinvestment Zone Number One" under Section 311.003 of the Texas Tax Code and authorize County Judge to sign the waiver.

3. Approval to appoint a representative on behalf of Hidalgo County to meet with the governing body of the City of Alton concerning "Proposed City of Alton, Tax Increment Reinvestment Zone Number One".

BACKGROUND

Fiscal Impact

Attachments

Link: Notice of Intent

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 09:19 AM	APRV
2	Perla Lopez	Perla Lopez	11/05/2009 09:36 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Erika Reyna — Started On: 11/05/2009 08:25 AM

Final Approval Date: 11/06/2009

TIF Services of South Texas
7300 Blanco Road, Suite 602
San Antonio, Texas 78216
210-804-1919 ~ 210-804-1904 (fax)

November 3, 2009

Joe M. Flores
Commissioner Precinct 3
Hidalgo County
724 North Breyfogle Road
Mission, Tx 78572

Re: City of Alton Tax Increment Finance Zone Number One

Dear Commissioner Flores:

Enclosed please find two copies of the map of the proposed City of Alton Tax Increment Reinvestment Zone Number One We would like to make the statutory presentation on the 10th if that is possible. The presentation only takes a couple of minutes

Thanks for all of you help with this project,

Sincerely
Lance Elliott
Lance Elliott

Cc: Jorge Arcaute, City of Alton
Erika Reyna, Hidalgo County Economic Development

AI-18434 **23.D.**

Authorization to name road

CC REGULAR

Date:	11/10/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Requesting authorization to name a road located in Precinct #3 as **Torvillo Rd**., the road runs south of Business Highway 83 approximately 2/10 mile east of Bentsen Palm Dr.

BACKGROUND

Lower Rio Grande Valley Development Council, 911 Dept., approved the name for use.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Map and 911 Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 04:56 PM	APRV
2	Perla Lopez	Perla Lopez	11/06/2009 09:58 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Norma Ceballos — Started On: 11/05/2009 04:28 PM

Final Approval Date: 11/06/2009

Lower Rio Grande Valley Development Council

Commissioner John Ingram, McAllen ..... President
Mayor Chris Boswell, Harlingen ..... 1st Vice-President
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... 2nd Vice-President
Commissioner Sylvia Handy, Hidalgo County ..... Secretary
Mayor Pro-Tem Eddie Gonzalez Member-at-Large ..... Treasurer
Arturo Ramirez, Grassroots Organizations ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Aurelio Guerra
Commissioner, Willacy County

Rosa Landa
Commissioner, Alamo

Edward C. Camarillo
Mayor Pro-Tem, Brownsville

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Buddy De La Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
President, TSTC, Harlingen

Roberto Laredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Hon. Norma G. Garcia
Member-At-Large

Don Medina
Member-At-Large

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

9-1-1 DEPT

FAX TRANSMISSION

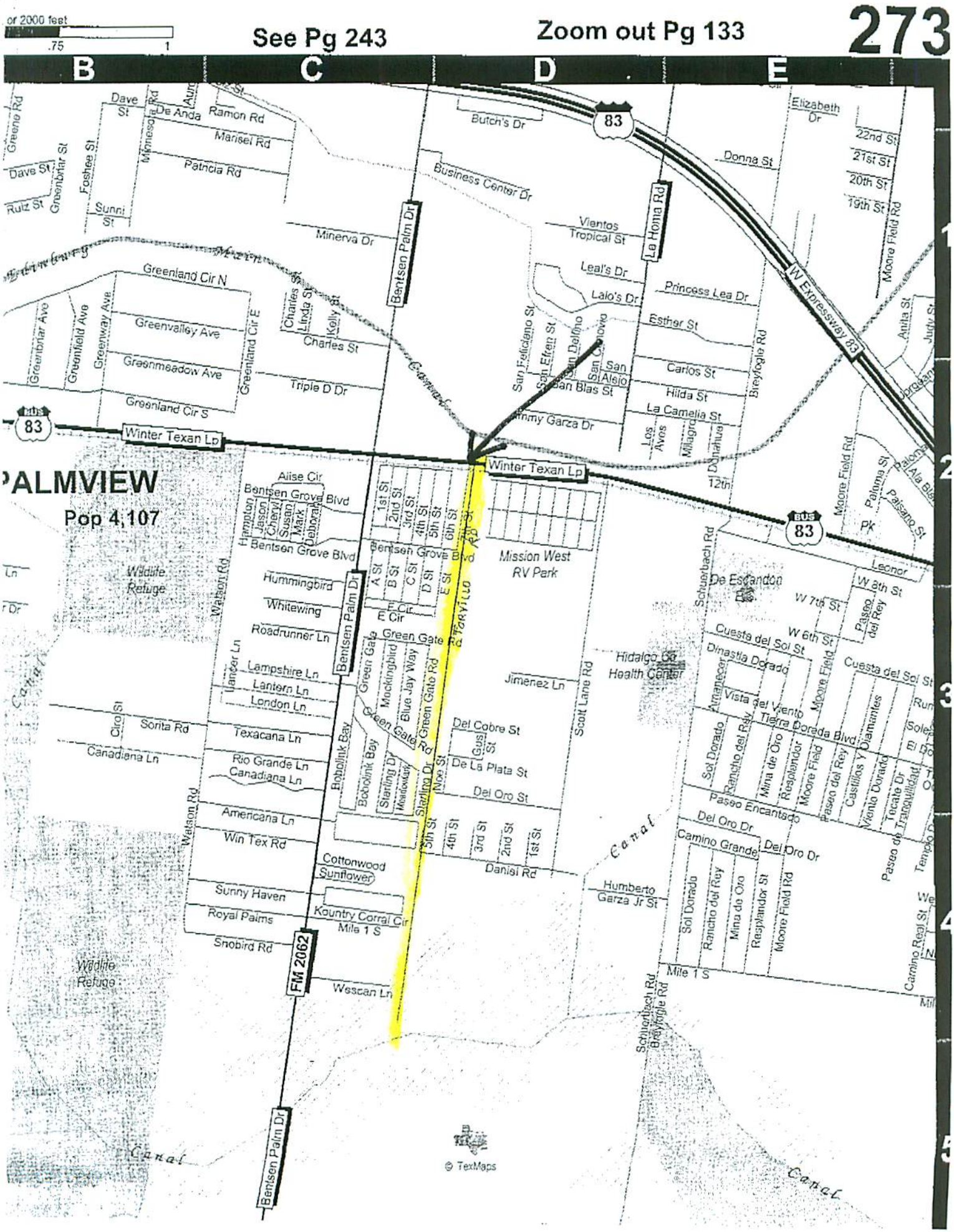
To:	MINGO VILLARREAL	**From:**	JUAN TORRES
Fax:	(956) 585-2375	**Pages:**	2 INCL. COVER
Phone:		**Date:**	November 5, 2009
Re:	ROAD NAME	**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

- **Comments**

ROAD NAME OF *TORVILLO RD.*
IS APPROVED FOR USE.

THIS ROAD RUNS SOUTH OF BUSINESS HIGHWAY 83 APPROX. 2/10 MILE EAST OF BENTSEN PALM DR.


or 2000 feet
.75
1
See Pg 243
Zoom out Pg 133
273
B
C
D
E
PALMVIEW
Pop 4,107
Winter Texan Lp
Bentsen Palm Dr
La Homa Rd
W Expressway 83
Business Center Dr
Butch's Dr
Donna St
Elizabeth Dr
22nd St
21st St
20th St
19th St
Moore Field Rd
Minerva Dr
Vientos Tropical St
Leal's Dr
Lalo's Dr
Princess Lea Dr
Esther St
Carlos St
Hilda St
La Camelia St
Jimmy Garza Dr
Los Avos
Milagro
Donahue
12th
Breyfogle Rd
San Felicano St
San Efren St
San Dalfino
San Alejo
San Blas St
Greenland Cir N
Greenvalley Ave
Greenmeadow Ave
Greenland Cir S
Greenland Cir E
Triple D Dr
Charles St
Linda St
Kelly St
Greenbriar Ave
Greenfield Ave
Greenway Ave
Dave St
De Anda
Ramon Rd
Marisel Rd
Patricia Rd
Foshee St
Sunni St
Ruiz St
Greenbriar St
Greene Rd
Aurora St
Alise Cir
Bentsen Grove Blvd
Hampton
Jason
Cheryl
Susan
Mark
Deborah
1st St
2nd St
3rd St
4th St
5th St
6th St
7th St
A St
B St
C St
D St
E St
E Cir
Mission West RV Park
Wildlife Refuge
Walton Rd
Hummingbird
Whitewing
Roadrunner Ln
Lampshire Ln
Lantern Ln
London Ln
Lander Ln
Green Gate Rd
Mockingbird
Blue Jay Way
Bobolink Bay
Starling Dr
Meadowlark
Noe St
Jimenez Ln
Scott Lane Rd
Del Cobre St
Gus St
De La Plata St
Del Oro St
5th St
4th St
3rd St
2nd St
1st St
Daniel Rd
Cottonwood
Sunflower
Sunny Haven
Royal Palms
Kountry Corral Cir
Mile 1 S
Snobird Rd
FM 2062
Wescan Ln
Americana Ln
Win Tex Rd
Texacana Ln
Rio Grande Ln
Canadiana Ln
Sorita Rd
Ciro St
Canal
Schuerbach Rd
De Escandon
W 8th St
W 7th St
W 6th St
Leonor
Paseo del Rey
Cuesta del Sol St
Dinastia Dorado
Hidalgo Co Health Center
Armandeer
Vista del Viento
Tierra Doreda Blvd
Moore Field
Sol Dorado
Rancho del Rey
Mina de Oro
Resplandor
Paseo del Rey
Castillos Y Diamantes
Viento Dorado
Tocate Dr Tranquilidad
Paseo Encantado
Del Oro Dr
Camino Grande
Humberto Garza Jr St
Camino Real St
Paloma St
Paisano St
Ala Blanca
Pk
Anita St
Judy St
Organ
Run
Sole
El Do
Tempio D
We
Mil
© TexMaps

AI-18422 **24.A.**

Appointment of board member to the Housing Authority Board
CC REGULAR

Date:	11/10/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

Appointment of board member to the Housing Authority Board

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 10:15 AM	APRV
2	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Monica Badillo Started On: 11/05/2009 10:11 AM

Final Approval Date: 11/06/2009

AI-18339 **24.B.**

Approval of Resolution - ECISD Safe Route to School (SRTS) Program
CC REGULAR

Date:	11/10/2009
Submitted By:	Gloria Beltran, COMM. PCT. #4
Submitted For:	Commissioner Oscar L. Garza, Jr.
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Approval of a Resolution in support of the Safe Routes to School (SRTS) Funding Program pursued by the Edinburg Consolidated Independent School District.

BACKGROUND

Program's objectives are to enable and encourage children in grades K-8, including those with disabilities to walk and bicycle to school; to make them a safer and more appealing transportation alternative, encouraging a healthier and more active lifesytle from an early age.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: Letter

Link: SRTS page 1

Link: SRTS page 2

Link: Resolution

Link: Signature page 1

Link: Signature page 2

Link: Signature page 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 07:55 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/05/2009 02:08 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW
Form Started By: Gloria Beltran			Started On: 10/30/2009 11:55 AM	

EDINBURG
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Drawer 990
Edinburg, Texas 78540
Phone: (956) 289-2300
Fax: (956) 383-3576

November 3, 2009

Commissioner Oscar L. Garza, Jr.
Hidalgo County Pct. #4
1102 N. Doolittle Rd.
Edinburg, TX 78539

RE: EDINBURG CISD
SRTS RESOLUTION

Dear Commissioner Garza:

This is in reference to the Safe Routes to School (SRTS) Funding Program that Edinburg CISD is pursuing.

Edinburg CISD will apply for SRTS Infrastructure funding of sidewalks and other safety improvements for Carmen Avila Elementary School, San Carlos/J.F. Kennedy Elementary Schools, and Esparza/Betts Elementary Schools located on roadways under Hidalgo County jurisdiction.

I would like to request that Hidalgo County consider passing a resolution that indicates the County's support for the SRTS program at your next Commissioner's Court Meeting scheduled for November 10th. In consideration of the agenda deadline for this council meeting and for the sake of expediency, I have enclosed a draft resolution for your review and approval.

The application deadline for the funding program is November 30, 2009. However, we need to compile all supporting documents for our applications by **November 20th**. Your support and prompt response to this request is greatly appreciated.

We look forward to receiving this resolution and its aid in a successful outcome under this SRTS program. If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

Dr. René Gutiérrez
Superintendent of Schools

Enclosure: Draft SRTS Resolution

c: Aldana Engineering & Traffic Design, LLC

It is the policy of Edinburg C I S D not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
Es polìza del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color, origen nacional, ni por descapacidad dentro de sus programas educacionales.

SAFE ROUTES TO SCHOOL



Walking to School Makes a World of Difference

Only one generation ago, most children walked to school. Today one in ten children walk to school regularly. Nationally, since the mid 1960's rates of childhood obesity have increased exponentially from 4% to 16%, while the number of walking and bicycling trips made by children have fallen by 65%.



Safe Routes TEXAS

Safe Routes to School

TEXAS DEPARTMENT OF TRANSPORTATION

Walking to school has countless benefits:

- Increases the amount of time devoted to physical activity, which helps to reduce a child's risk of obesity and various associated health problems.
- Improves concentration and increases alertness.
- Makes children more self sufficient, an important part of developing social skills.
- Empowers children to contribute to the environment, by traveling pollution free.
- Encourages children to learn about and get to know the neighborhood and community members.
- Provides a great opportunity to develop healthy life long habits of enjoyable physical activity.
- Enhances safety in the area around the school by reducing traffic.

SAFE ROUTES TO SCHOOL

Edinburg Consolidated Independent School District Safe Routes to School (SRTS) program is using a comprehensive approach to make school routes safe for children to walk and bicycle. Community leaders, parents and schools are using these programs to better the lives of their children one step at a time.



Issue	Why Safe Routes Works
Traffic clogs the roads around schools, creating a difficult and unsafe environment for walking and bicycling	Leaving the car at home reduces the traffic surrounding schools and improves air quality
Parents and children are walking and bicycling in unsafe conditions	Safety is the core component of all good SRTS programs
More children are becoming less physically active	Walking and bicycling to and from school can contribute towards the development of a lifelong habit of physical activity

Success

A successful Safe Routes to School Program is a sustained effort that involves bringing the right mix of people together, identifying the issues and finding ways to improve walking and bicycling conditions. Safe Routes to School programs work to.....

- improve the safety of school travel
- encourage more walking and bicycling to school through fun promotions and events
- make engineering changes such as building sidewalks, improving streets crossing and training crossing guards
- educate students and parents about safe travel
- promote safe walking and bicycling throughout the community

RESOLUTION NO. _____

AUTHORIZING THE SUPPORT OF THE SAFE ROUTES TO SCHOOL FUNDING PROGRAM PURSUED BY THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.

STATE OF TEXAS
COUNTY OF HIDALGO

WHEREAS, Edinburg CISD wishes to participate in the Safe Routes to School Program; and

WHEREAS, program's objectives are to enable and encourage children in grades K-8, including those with disabilities to walk and bicycle to school; to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, in addition to helping relieve morning traffic, the Hidalgo County is excited about the potential for this Safe Routes to School Program because walking and bicycling increases the physical health of children.

NOW, THEREFORE, BE IT RESOLVED BY THE COURT OF THE HIDALGO COUNTY COMMISSIONER'S COURT, THAT:

1) Hidalgo County is pleased to support Edinburg CISD and the Safe Routes to School Program.

CONSIDERED, PASSED, APPROVED AND SIGNED this 10th day of November 2009 at a regular meeting of the Court of the Hidalgo County Commissioner's Court, at which a quorum was present and which was held in accordance with the Texas Local Government Code.

Attest

Arturo Guajardo Jr, County Clerk

Hidalgo County

Rene Ramirez, County Judge

Approved as to form:

Stephen L. Crain, County Attorney

RESOLUTION NO. _____

AUTHORIZING THE SUPPORT OF THE SAFE ROUTES TO SCHOOL FUNDING PROGRAM PURSUED BY THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.

STATE OF TEXAS
COUNTY OF HIDALGO

WHEREAS, Edinburg CISD wishes to participate in the Safe Routes to School Program; and

WHEREAS, program's objectives are to enable and encourage children in grades K-8, including those with disabilities to walk and bicycle to school; to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools; and

WHEREAS, in addition to helping relieve morning traffic, the Hidalgo County is excited about the potential for this Safe Routes to School Program because walking and bicycling increases the physical health of children.

NOW, THEREFORE, BE IT RESOLVED BY THE COURT OF THE HIDALGO COUNTY COMMISSIONER'S COURT, THAT:

1) Hidalgo County is pleased to support Edinburg CISD and the Safe Routes to School Program.

CONSIDERED, PASSED, APPROVED AND SIGNED this 10th day of November 2009 at a regular meeting of the Court of the Hidalgo County Commissioner's Court, at which a quorum was present and which was held in accordance with the Texas Local Government Code.

Attest

Arturo Guajardo Jr, County Clerk

Hidalgo County

Rene Ramirez, County Judge

Approved as to form:

Stephen L. Crain, County Attorney

Texas Department of Transportation

Safe Routes to School Program (SRTS)
Infrastructure Application

Print Form

Project Number: _____
(For TxDOT use only)

Infrastructure Signature Page

An applicant representative must sign the application. The undersigned affirms that the statements made are correct and complete to the best of the applicant's knowledge and that the applicant agrees to participate in the post-completion evaluation process. The signatory also affirms their authorization to undertake a Federal Aid project.

Political Subdivision or State Agency Official (required):

Name: Oscar L. Garza, Jr. Date (mm/dd/yy): 11/02/09

Title: Hidalgo County Commissioner Precinct #4

Signature: O. L. Garza, Jr. /GAB

By: Gloria A. Beltran

TxDOT District Engineer Signature (required for on-system road improvement only):

Name: _____ Date (mm/dd/yy): _____

Title: _____

Signature: _____

NOTE: Upon completing signature page, please send original to:

Mailing Address (US Postal Service):
Carol Campa
State Safe Routes to School Program Coordinator
Texas Department of Transportation Traffic Operations Division
125 E 11th. St.
Austin, TX 78701-2483

Physical Address (Commercial Delivery Services):
Carol Campa
State Safe Routes to School Program Coordinator
Texas Department of Transportation Traffic Operations Division
118 E. Riverside
Austin, TX 78704
Ph: (512) 416-3279

Texas Department of Transportation

Safe Routes to School Program (SRTS)
Infrastructure Application

Print Form

Project Number: _____
(For TxDOT use only)

Infrastructure Signature Page

An applicant representative must sign the application. The undersigned affirms that the statements made are correct and complete to the best of the applicant's knowledge and that the applicant agrees to participate in the post-completion evaluation process. The signatory also affirms their authorization to undertake a Federal Aid project.

Political Subdivision or State Agency Official (required):

Name: Oscar L. Garza, Jr. Date (mm/dd/yy): 11/02/09

Title: Hidalgo County Commissioner Precinct #4

Signature: O. L. Garza Jr. MB
By: Gloria A. Beltran

TxDOT District Engineer Signature (required for on-system road improvement only):

Name: _____ Date (mm/dd/yy): _____

Title: _____

Signature: _____

NOTE: Upon completing signature page, please send original to:

Mailing Address (US Postal Service):
Carol Campa
State Safe Routes to School Program Coordinator
Texas Department of Transportation Traffic Operations Division
125 E 11th. St.
Austin, TX 78701-2483

Physical Address (Commercial Delivery Services):
Carol Campa
State Safe Routes to School Program Coordinator
Texas Department of Transportation Traffic Operations Division
118 E. Riverside
Austin, TX 78704
Ph: (512) 416-3279

AI-18337 **24.C.**

Approval of Order - Renaming of South "I" Road to Veterans' Boulevard
CC REGULAR

Date:	11/10/2009
Submitted By:	Gloria Beltran, COMM. PCT. #4
Submitted For:	Commissoner Oscar L. Garza, Jr.
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Approval of order to allow Hidalgo County Precinct 4 to rename South "I" Road to Veterans' Boulevard (from 630 feet south of Trenton Road to Owassa Road).

BACKGROUND

The proposed change is being prompted by similar changes made by the City of Edinburg and the City of Pharr to honor all veterans. The proposed change has been coordinated with the City of Edinburg to ensure that the change is uniform from Freddy Gonzalez to the City of Pharr. City of Edinburg has contacted and advised the local post office and the LRGVDC 911 Program of the change which includes county portion of said road to be renamed.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-679

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

BUDGETARY IMPACT:

Minimal - Purchase of six street name signs approximately $117.00
Funding available as of 11-5-09.

Attachments

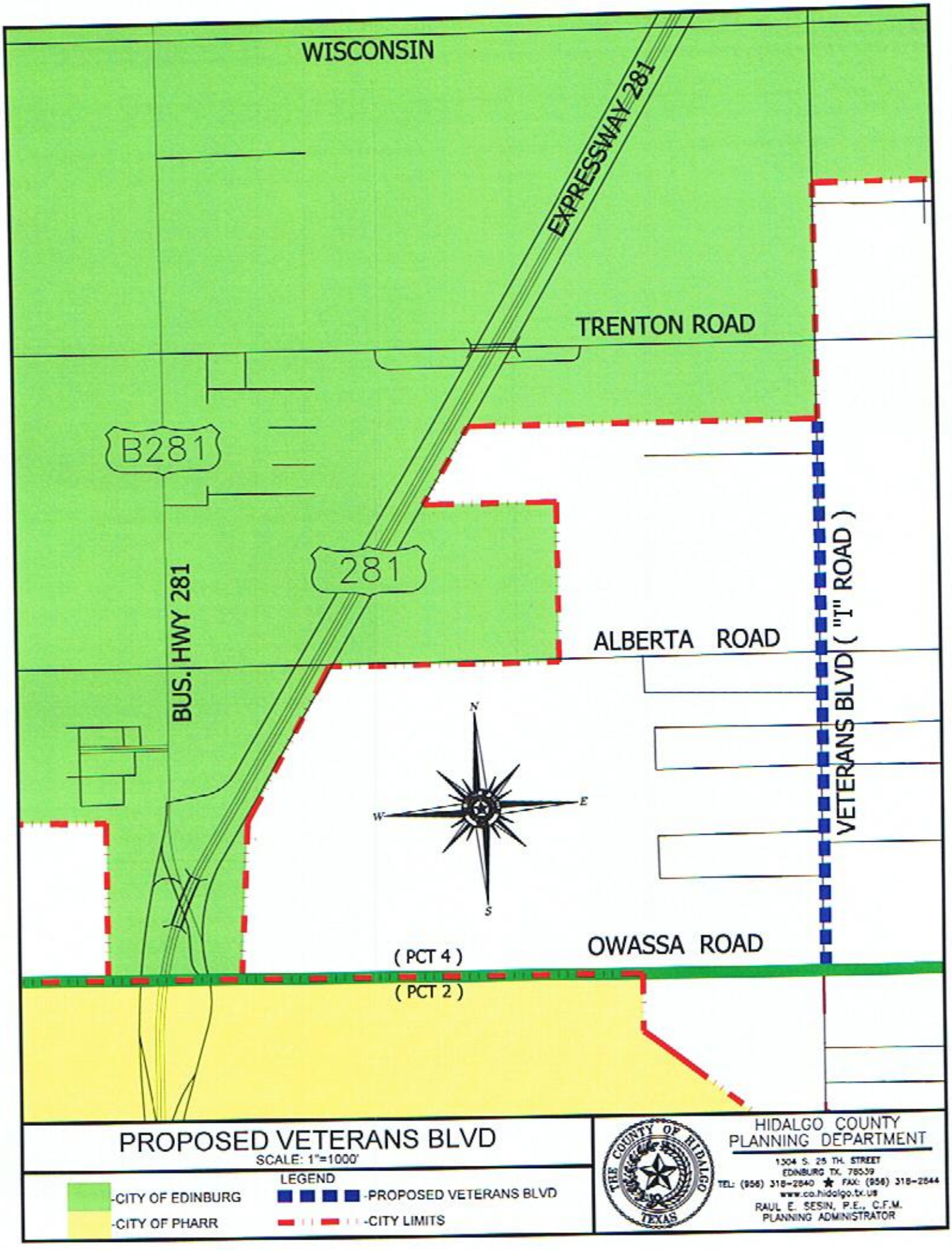
Link: Proposed Veterans Blvd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/04/2009 04:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/05/2009 11:49 AM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Gloria Beltran Started On: 10/30/2009 10:25 AM

Final Approval Date: 11/06/2009



PROPOSED VETERANS BLVD

SCALE: 1"=1000'

LEGEND

-CITY OF EDINBURG

-CITY OF PHARR

-PROPOSED VETERANS BLVD

-CITY LIMITS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

AI-18345 **24.D.**

Interlocal Cooperation Agreement - City of Edinburg/Boys & Girls Club

CC REGULAR

Date:	11/10/2009
Submitted By:	Gloria Beltran, COMM. PCT. #4
Submitted For:	Commissioner Oscar L. Garza, Jr.
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Approval of Interlocal Cooperation agreement between Hidalgo County and the City of Edinburg - Construction Services for the Boys & Girls Club Facility located at 2657 Cullen Street in Edinburg, Hidalgo County, Texas.

BACKGROUND

County agrees to provide the labor and equipment for the construction of certain portions of "The Project" as outlined in Interlocal Cooperation Agreement.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

County agrees to provide the labor and equipment for the construction of certain portions of "The Project" as outlined in Interlocal Cooperation Agreement.

Attachments

Link: ICA-City of Edinburg/Boys & Girls Club

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/05/2009 04:16 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/06/2009 03:20 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW
Form Started By: Gloria Beltran			Started On: 10/30/2009 01:32 PM	
Final Approval Date: 11/06/2009				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF EDINBURG, TEXAS AND HIDALGO COUNTY, TEXAS

This Agreement is made on this the _____ day of _____, 2009 by and between **HIDALGO COUNTY**, hereinafter referred to as "County," and the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as "Edinburg," and pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg is engaging in a project for the construction of facilities for The Boys and Girls Club located at 2657 Cullen Street, Edinburg, Hidalgo County, Texas (the "Project") which will provide services to the youth of Edinburg, and County;

WHEREAS, statistical information shows that 2,344 of the youth served by the Boys and Girls Club of Edinburg reside outside its city limits and within the County, jurisdictional limits in areas that do not have after school club sites;

WHEREAS, to better serve the needs of the youth of Edinburg and County, it is in the best interest of both Edinburg and the County to mutually provide for the construction of "The Project";

WHEREAS, in accordance with Local Government Code Section 791.003(3)(E), the parties are permitted to enter into an Interlocal Cooperation Agreement for the purpose of providing parks and recreation services;

WHEREAS, County, has agreed to assist Edinburg by providing construction services for a portion of "The Project" as outlined in Exhibit "A" attached;

NOW, THEREFORE, Edinburg and County, in consideration of the mutual covenants hereinafter, agree as follows:

1. County agrees to provide the labor and equipment for the construction of certain portions of the Project as outlined below, excluding any curb and gutter:

   a. Parking Area – approximately 6,700 square yards of grading for subgrade, flex base and asphalt.

   b. Walking Trails – approximately 1,400 linear feet of grading and compaction.

   c. Brick Paved Area – approximately 1,300 square yards of subgrade preparation.

d. Storm Sewer, Piping and Inlets – approximately 1,445 linear feet of installation.

2. Edinburg shall provide all materials for the construction of the Project as outlined above in Paragraph 1.

3. In consideration of the County's cooperation in the construction of the Project and in accordance with Local Government Code Section 791.003(3)(E), Edinburg agrees to require the Boys and Girls Club to make all outside recreational facilities located at the Project site available to the public when not in use by the Boys and Girls Club.

4. **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 a conflict between and provisions 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 later shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

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

6. **ENTIRE AGREEMENT**. This Agreement contains the entire contract 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 County and Edinburg and not otherwise.

7. **TEXAS LAW TO APPLY**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

8. **NOTICE**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (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:

Hidalgo County
County Rene Ramirez
2nd Floor
P.O. Box 1358
Edinburg, Texas 78540

With copy to: Hidalgo County Commissioner, Precinct 4
Oscar L. Garza, Jr.
1105 N. Doolittle Road
Edinburg, Texas 78539

If to Edinburg: City of Edinburg
City Manager Ramiro Garza, Jr.
415 West University Drive
Edinburg, Texas 78539

With copy to: City of Edinburg
City Engineer Isael Posadas, P.E., C.F.M.
415 West University Drive
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

9. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

11. This Agreement shall not be assignable.

12. 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 as often as may be appropriate.

13. The execution and performance of the Agreement by County and Edinburg have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Edinburg in accordance with its terms.

14. 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 for the paying party, as herein provided.

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

HIDALGO COUNTY

By:_____
Rene Ramirez, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG

By:_____
Ramiro Garza, Jr., City Manager

ATTEST:

By: _____
Myra L. Ayala-Garza, City Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

GONZALEZ – PALACIOS, ATTORNEYS AT LAW

By: _____
City Attorney

AI-18439 **25.A.1.**

Pct. 1-TXDOT interdept transfer from FM 1015 to FM 88 (1315)
CC REGULAR

Date:	11/10/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. 1-TXDOT (1315):
Approval of 2009 interdepartmental transfer from TXDOT-FM 1015, program #034, to TXDOT-FM 88, program #037, in the amount of $37,000.00 to fund project expenditures.

BACKGROUND

As requested by Noe Montez, Pct. 1, transfer is to fund legal fees (i.e. eminent domain cases) in relation to the FM 88 TXDOT project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-0XX-0-841

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

BUDGETARY IMPACT:

from program #034 FM 1015 to program #037 FM 88 $37,000.00; funds available as of 11-6-09.

Attachments

Link: Pct. 1 TXDOT FM 88 transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	11/06/2009 09:16 AM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 09:23 AM	APRV
3	Erika Zamora	Erika Zamora	11/06/2009 03:40 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Ivan Cantu Started On: 11/06/2009 09:04 AM

Final Approval Date: 11/06/2009

DATE: November 6, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1-TXDOT

ACCOUNT NUMBER: 9-1315-431-00-121-0XX-0-841

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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			
9-1315-431-00-121-034-0- 841	TXDOT-FM 1015-	Aid to Govt Agency	(37,000.00)
TO			
9-1315-431-00-121-037-0- 841	TXDOT-FM 88-	Aid to Govt Agency	37,000.00

AI-18448 **25.B.1.**

Public Defense - Emergency Apropriation
CC REGULAR

Date: 11/10/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Public Defense (1100):
a. Discussion, consideration, and authorization of emergency expenditures as per Local Government Code Section 111.070.
b. Approval of 2009 appropriation of funds from General Fund (1100) Fund Balance to Public Defense, in the amount of $1,000,000.00 pursuant to emergency appropriation authorized/approved by Commissioners Court under previous item. Additional appropriation(s) may be required as authorized above to cover expenses through the end of 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-30-115-016-0-333
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation from General Fund fund balance to Public Defense, in the amount of $1,000,000.00. Funding is available for appropriation as of 11/06/09.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 03:14 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/06/2009 03:35 PM	APRV
3	Auditor's Office	Angela Garcia	11/06/2009 05:32 PM	APRV

Form Started By: Sergio Cruz Started On: 11/06/2009 02:11 PM

Final Approval Date: 11/06/2009

DATE: November 10, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Public Defense Department (1100)

ACCOUNT NUMBER: 9-1100-412-30-115-016-0-333

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-412-30-115-016-0-333	PUBLIC DEFENSE-LEGAL SERVICES	1,000,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,000,000.00

REASON: To appropriate funding in the amount of $1,000,000.00 into PUBLIC DEFENSE-LEGAL SERVICES to cover legal service fees for 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-18454 **25.B.2.**

2009 Appropriation of funds
CC REGULAR

Date:	11/10/2009
Submitted By:	Olga Garza, BUDGET & MANAGEMENT
Submitted For:	Flora Vazquez, Workers' Compensation
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

DBM - Workers' Comp. (2202):
Approval of 2009 appropriation of funds into Workers' Compensation (program #060) in the amount of $25,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2202-419-50-115-060-0-333

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

BUDGETARY IMPACT:

Appropriation in the amount of $25,000.00 into program #060; Available in Workers' Comp. (2202) fund balance as of 11/06/09.

Attachments

Link: 2009 Appropriation of Funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/06/2009 04:14 PM	APRV
2	Erika Zamora	Erika Zamora	11/06/2009 04:16 PM	APRV
3	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Olga Garza Started On: 11/06/2009 03:47 PM

Final Approval Date: 11/06/2009

DATE: November 6, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the Workers' Compensation Division (2202)

ACCOUNT NUMBER: 9-2202-419-50-115-060-0-333

Contact: Olga Garza **Ph#:** (956) 292-7025 Ext. 5427

2009
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-2202-419-50-115-060-0-333	Hidalgo Co W/C - Legal Services	25,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 25,000.00

REASON: To appropriate funding in the amount of $25,000.00 into Hidalgo Co W/C - Legal Services to negative balance and through the end of 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-18451 **25.C.1.**

Revised Salary Schedule

CC REGULAR

Date: 11/10/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioner Precinct No. 1
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #1 R&B (1201): Ref. AI# 18450
a. Approval of intradepartmental transfer.
b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-260
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 11/06/09, pending intradepartmental transfer. Refer to AI-18450.

Attachments

Link: Intradept. transfer
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	11/06/2009 04:24 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 04:27 PM	APRV
3	Sylvia Solis	Sylvia Solis	11/06/2009 04:42 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rosie Cantu — Started On: 11/06/2009 02:27 PM

Final Approval Date: 11/06/2009

DATE: November 10, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. No. 1 R&B

ACCOUNT NUMBER: 9-1201-431-00-121-005-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
260	WORKERS COMP	121	TEMP F/T EMPLOYEES	12,281.86
260	WORKERS COMP	220	FICA	939.56
260	WORKERS COMP	250	UNEMPLOYMENT COMP	61.41
			TOTAL	13,282.83

REASON:
Intradepartmental transfer to fund salary and related fringe benefit expenditures for proposed temp full-time Chief Administrator position, slot no. T087.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1201-431-00-121-005-0

PCT. 1 P/U RD

AI - 18451
RE AI - 18450

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	80,340.00	0.00	80,340.00	0.05	4,017.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	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	70,980.00	540.00	0.00	0.00	0.00	0.00	71,520.00
0005	113	RIGHT OF WAY DIRECTOR	47,731.00	0.00	47,731.00	0.05	2,387.00	0.00	50,118.00	50,118.00	0.00	0.00	0.00	0.00	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	49,140.00	0.00	0.00	0.00	0.00	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	49,140.00	0.00	0.00	0.00	0.00	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	44,504.00	360.00	0.00	0.00	0.00	0.00	44,864.00
0010	113	SAFETY DIRECTOR	40,676.00	0.00	40,676.00	0.05	2,034.00	0.00	42,710.00	42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
0011	113	ASSISTANT FIELD/OPERATIONS DIRECT	37,681.00	0.00	37,681.00	0.05	1,884.00	0.00	39,565.00	39,565.00	420.00	0.00	0.00	0.00	0.00	39,985.00
0012	113	SPECIAL PROJECTS COORDINATOR	37,450.00	0.00	37,450.00	0.05	1,872.00	0.00	39,322.00	39,322.00	540.00	0.00	0.00	0.00	0.00	39,862.00
0013	113	PAVING SUPERVISOR	36,284.00	0.00	36,284.00	0.05	1,814.00	0.00	38,098.00	38,098.00	960.00	0.00	0.00	0.00	0.00	39,058.00
0014	113	SAFETY COORDINATOR	36,284.00	0.00	36,284.00	0.05	1,814.00	0.00	38,098.00	38,098.00	0.00	0.00	0.00	0.00	0.00	38,098.00
0019	113	TRUCK DRIVER I	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	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	34,167.00	780.00	0.00	0.00	0.00	0.00	34,947.00
0021	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	33,937.00	0.00	0.00	0.00	0.00	0.00	33,937.00
0022	113	HEAVY EQUIPMENT OPERATOR I	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	34,167.00	900.00	0.00	0.00	0.00	0.00	35,067.00
0023	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	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	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0025	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0028	113	TRAFFIC CONTROL SPECIALIST I	32,018.00	0.00	32,018.00	0.05	1,601.00	0.00	33,619.00	31,299.00	0.00	0.00	0.00	0.00	0.00	31,299.00
0029	113	MECHANIC II	31,027.00	0.00	31,027.00	0.05	1,551.35	0.00	32,578.35	32,578.00	360.00	0.00	0.00	0.00	0.00	32,938.00
0030	113	HEAVY EQUIPMENT OPERATOR II	30,258.00	0.00	30,258.00	0.05	1,513.00	0.00	31,771.00	31,771.00	1,320.00	0.00	0.00	0.00	0.00	33,091.00
0031	113	MAINTENANCE III	29,190.00	0.00	29,190.00	0.05	1,459.50	540.50	31,190.00	31,190.00	0.00	0.00	0.00	0.00	0.00	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	30,016.00	0.00	0.00	0.00	0.00	0.00	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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0035	113	HEAVY EQUIPMENT OPERATOR III	27,857.00	0.00	27,857.00	0.05	1,393.00	607.00	29,857.00	29,857.00	1,380.00	0.00	0.00	0.00	0.00	31,237.00
0036	113	HEAVY EQUIPMENT OPERATOR II	27,852.00	0.00	27,852.00	0.05	1,393.00	607.00	29,852.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1201-431-00-121-005-0

PCT. 1 P/U RD

AI - 18451
RE AI - 18450

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	
0037	113	MAINTENANCE II	27,852.00	0.00	27,852.00	0.05	1,393.00	607.00	29,852.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0038	113	HEAVY EQUIPMENT OPERATOR II	27,852.00	0.00	27,852.00	0.05	1,393.00	607.00	29,852.00	29,852.00	0.00	0.00	0.00	0.00	0.00	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	29,031.00	0.00	0.00	0.00	0.00	0.00	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	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0041	113	TRUCK DRIVER III	26,026.00	0.00	26,026.00	0.05	1,301.00	699.00	28,026.00	28,026.00	840.00	0.00	0.00	0.00	0.00	28,866.00
0042	113	MAINTENANCE II	25,562.00	0.00	25,562.00	0.05	1,278.10	721.90	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	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	27,562.00	0.00	0.00	0.00	0.00	0.00	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	24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
0045	113	HEAVY EQIPMENT OPERATOR III	24,607.00	0.00	24,607.00	0.05	1,230.00	770.00	26,607.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0046	113	HEAVY EQUIPMENT OPERATOR I	24,334.00	0.00	24,334.00	0.05	1,217.00	783.00	26,334.00	26,334.00	480.00	0.00	0.00	0.00	0.00	26,814.00
0047	113	TRUCK DRIVER III	24,334.00	0.00	24,334.00	0.05	1,216.70	783.30	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	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	26,000.00	0.00	0.00	0.00	0.00	0.00	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	26,000.00	0.00	0.00	0.00	0.00	0.00	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	26,000.00	0.00	0.00	0.00	0.00	0.00	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	25,483.00	0.00	0.00	0.00	0.00	0.00	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	25,236.00	0.00	0.00	0.00	0.00	0.00	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	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0054	113	HEAVY EQUIPMENT OPERATOR I	23,033.00	0.00	23,033.00	0.05	1,152.00	848.00	25,033.00	25,033.00	0.00	0.00	0.00	0.00	0.00	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	23,988.00	0.00	0.00	0.00	0.00	0.00	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	23,985.00	420.00	0.00	0.00	0.00	0.00	24,405.00
0057	113	MAINTENANCE I	21,635.00	0.00	21,635.00	0.05	1,082.00	918.00	23,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	21,635.00	0.00	21,635.00	0.05	1,082.00	918.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0061	113	ADMINISTRATIVE ASSISTANT	48,256.00	0.00	48,256.00	0.05	2,413.00	0.00	50,669.00	50,669.00	0.00	0.00	0.00	0.00	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	44,100.00	300.00	0.00	0.00	0.00	0.00	44,400.00
0072	113	DIRECTOR OF OPERATIONS	65,265.00	0.00	65,265.00	0.05	3,263.25	0.00	68,528.25	68,528.00	0.00	0.00	0.00	0.00	0.00	68,528.00
0073	113	MAINTENANCE III	32,000.00	0.00	32,000.00	0.05	1,600.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	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	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1201-431-00-121-005-0

PCT. 1 P/U RD

AI - 18451
RE AI - 18450

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	
0076	113	CONTRACTS MANAGER	42,000.00	0.00	42,000.00	0.05	2,100.00	0.00	44,100.00	44,100.00	0.00	0.00	0.00	0.00	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	39,312.00	0.00	0.00	0.00	0.00	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	42,000.00	0.00	0.00	0.00	0.00	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	58,000.00	1,140.00	0.00	0.00	0.00	0.00	59,140.00
0080	113	MATERIAL MANAGEMENT MANAGER	0.00	40,000.00	40,000.00	0	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	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	55,000.00	0.00	0.00	0.00	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	65,000.00	0.00	0.00	0.00	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	65,000.00	0.00	0.00	0.00	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	44,100.00	660.00	0.00	0.00	0.00	0.00	44,760.00
0085	113	EXECUTIVE ASSISTANT	0.00	59,568.00	59,568.00	0	0.00	0.00	59,568.00	59,000.00	0.00	0.00	0.00	5,000.00	0.00	64,000.00
0086	113	MAINTENANCE SUPERVISOR	0.00	45,000.00	45,000.00	0	0.00	0.00	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00
T087	**121**	**PROPOSED NEW POSITION: ↓ ↓ CHIEF ADMINISTRATOR**	**0.00**	**84,357.00**	**84,357.00**	**0**	**0.00**	**0.00**	**84,357.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			1,880,132.00	423,668.00	2,303,800.00		94,007.90	29,011.70	2,426,819.60	2,296,059.00	11,940.00	0.00	0.00	5,000.00	0.00	2,312,999.00

Approval to create one (1) temporary full-time Chief Administrator position, slot no. T087, budgeted salary $84,357.00 per year. Pending CC approval.

AI-18460 **25.C.2.**

Revised Salary Schedule
CC REGULAR

Date: 11/10/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Health & Human Services (1100): Ref. AI#18227
a. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-444-00-240-001-0-xxx
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

NO ADDITIONAL FUNDING REQUIRED. FUNDING WILL BE AVAILABLE FROM DELETED POSITIONS, SLOT NO.'S 008 AND 024. REF:AI# 18227 RC

Attachments

Link: salary schedule

Form Routing/Status

Form Started By: Angela Garcia Started On: 11/06/2009 05:20 PM
Final Approval Date: 11/06/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-444-00-240-001-0

HUMAN SERVICES

AI - 18460
RE AI - 18227

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	DIRECTOR	71,144.00	0.00	71,144.00	0.05	3,557.20	0.00	74,701.20	74,701.00	600.00	0.00	0.00	3,600.00	0.00	78,901.00
0002	113	SUPERVISOR	34,664.00	0.00	34,664.00	0.05	1,733.20	0.00	36,397.20	36,397.00	600.00	0.00	0.00	0.00	0.00	36,997.00
0003	113	ADMINISTRATIVE SECRETARY	31,969.00	0.00	31,969.00	0.05	1,598.00	0.00	33,567.00	33,567.00	0.00	0.00	0.00	0.00	0.00	33,567.00
0004	113	SUPERVISOR	31,969.00	0.00	31,969.00	0.05	1,598.00	0.00	33,567.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	BILLING SPECIALIST	30,578.00	0.00	30,578.00	0.05	1,529.00	0.00	32,107.00	32,107.00	540.00	0.00	0.00	0.00	0.00	32,647.00
0006	113	BILLING SPECIALIST	28,629.00	0.00	28,629.00	0.05	1,431.45	568.55	30,629.00	30,629.00	420.00	0.00	0.00	0.00	0.00	31,049.00
0007	113	ELIGIBILITY SPECIALIST	28,629.00	0.00	28,629.00	0.05	1,431.45	568.55	30,629.00	30,629.00	0.00	0.00	0.00	0.00	0.00	30,629.00
		DELETE THE FOLLOWING POSITIONS:														
~~0008~~	~~113~~	~~ELIGIBILITY SPECIALIST~~	~~28,629.00~~	~~0.00~~	~~28,629.00~~	~~0.05~~	~~1,431.00~~	~~569.00~~	~~30,629.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0010	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0011	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0012	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	480.00	0.00	0.00	0.00	0.00	29,980.00
0013	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0014	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	540.00	0.00	0.00	0.00	0.00	30,040.00
0015	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	660.00	0.00	0.00	0.00	0.00	30,160.00
0016	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	540.00	0.00	0.00	0.00	0.00	30,040.00
0017	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	300.00	0.00	0.00	0.00	0.00	29,800.00
0018	113	ELIGIBILITY SPECIALIST	27,500.00	0.00	27,500.00	0.05	1,375.00	625.00	29,500.00	29,500.00	600.00	0.00	0.00	0.00	0.00	30,100.00
0019	113	BILLING SPECIALIST	23,839.00	0.00	23,839.00	0.05	1,191.95	808.05	25,839.00	25,839.00	0.00	0.00	0.00	0.00	0.00	25,839.00
0020	113	BILLING SPECIALIST	23,839.00	0.00	23,839.00	0.05	1,192.00	808.00	25,839.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	113	BILLING SPECIALIST	23,839.00	0.00	23,839.00	0.05	1,192.00	808.00	25,839.00	25,839.00	0.00	0.00	0.00	0.00	0.00	25,839.00
0022	113	BILLING SPECIALIST	23,839.00	0.00	23,839.00	0.05	1,192.00	808.00	25,839.00	25,839.00	0.00	0.00	0.00	0.00	0.00	25,839.00
0023	113	BILLING SPECIALIST	23,500.00	0.00	23,500.00	0.05	1,175.00	825.00	25,500.00	25,500.00	720.00	0.00	0.00	0.00	0.00	26,220.00
		DELETE THE FOLLOWING POSITIONS:														
~~0024~~	~~113~~	~~ELIGIBILITY CLERK~~	~~21,840.00~~	~~0.00~~	~~21,840.00~~	~~0.05~~	~~1,092.00~~	~~908.00~~	~~23,840.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-444-00-240-001-0

HUMAN SERVICES

AI - 18460
RE AI - 18227

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	
0025	113	ELIGIBILITY CLERK	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	23,840.00	0.00	0.00	0.00	0.00	0.00	23,840.00
0026	113	ELIGIBILITY CLERK	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	23,840.00	0.00	0.00	0.00	0.00	0.00	23,840.00
0027	113	ELIGIBILITY CLERK	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	23,840.00	0.00	0.00	0.00	0.00	0.00	23,840.00
0028	113	ELIGIBILITY SPECIALIST	28,865.00	0.00	28,865.00	0.05	1,443.00	557.00	30,865.00	30,865.00	0.00	0.00	0.00	0.00	0.00	30,865.00
0029	113	ELIGIBILITY SPECIALIST	26,000.00	0.00	26,000.00	0.05	1,300.00	2,200.00	29,500.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0030	113	BILLING SPECIALIST	23,839.00	0.00	23,839.00	0.05	1,191.95	808.05	25,839.00	25,839.00	300.00	0.00	0.00	0.00	0.00	26,139.00
0031	113	BILLING SPECIALIST	23,839.00	0.00	23,839.00	0.05	1,191.95	808.05	25,839.00	25,839.00	0.00	0.00	0.00	0.00	0.00	25,839.00
0032	113	ELIGIBILITY CLERK	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	23,840.00	0.00	0.00	0.00	0.00	0.00	23,840.00
0033	**113**	**PROOSED POSITION: HUMAN SERVICES COORDINATOR**		**50,000.00**	**50,000.00**		**0.00**	**0.00**	**50,000.00**	**864,310.00**						
			864,310.00	50,000.00	914,310.00		43,214.15	20,301.25	977,825.40	1,678,260.00	6,300.00	0.00	0.00	3,600.00	0.00	823,850.00

1. **Approval to delete one (1) vacant regular full-time Eligibility Specialist position, slot no 008, budgeted salary $30,629.00 per year.**
2. **Approval to delete one (1) vacant regular full-time Eligibility Clerk position, slot no 0024, budgeted salary $23,840.00 per year.**
3. **Approval to create one (1) regular full-time Human Services Coordinator, slot no 0033, budgeted salary $50,000.00**

All positions upon CC approval.

AI-18391 **26.A.4.**

Credit Card Payment Services

CC REGULAR

Date:	11/10/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to amend the current contract for "Credit Card Payment Services" to reflect corrections of POC (Points of Contact) for each user department's elected official-RFP No. 2009-040-06-10-otm.

BACKGROUND

Contract previously approved through CC on 09/22/09 (refer to attachment to view contract w/Comm. minutes)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County

Attachments

Link: Contract

Link: amendment to contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 10:29 AM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 10:32 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/06/2009 03:37 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Olga Montero Started On: 11/04/2009 01:11 PM

Final Approval Date: 11/06/2009

EZAccess®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

EASY ACCESS INC whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CONTRACT:

The Contract consists of:

A. This document and

B. EXHIBITS A through G, attached hereto.

2. SERVICES TO BE PERFORMED:

Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. CONSIDERATION:

In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

structures to EAI routinely change, EAI's current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, EAI will either automatically renew the fee schedule from the immediate preceding annual period or EAI will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and EAI for the forth coming new annual renewal period. If EAI determines that a new fee schedule is necessary, then EAI will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to EAI, such as a misappropriated credit card, EAI will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in EAI products or services during this Agreement or after the termination of this Agreement by either party.

4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):

Attendant with this contract, EAI shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

A. Management Overview

B. Technical Plan

C. Project Organization Plan

D. Training Plan

E. Implementation Plan

F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD, it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. EAI agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

5. SERVICES ACCEPTANCE:

A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. EAI shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by EAI hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or

ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify EAI. Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until EAI conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to EAI within a ten (10) working day period shall be deemed final acceptance of the services delivered.

B. FINAL SERVICES ACCEPTANCE

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the EAI delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within EAI's specifications and thereby confirmed that the System does in fact perform as EAI has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify EAI thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify EAI in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

7. EXTENSION OF TIME:

EAI shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond EAI's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond EAI's reasonable control plus a reasonable time to accommodate adjustment to such extension. EAI shall give the CLIENT notice of the presence of any cause referenced above promptly after EAI becomes aware of the existence of same.

8. TERMINATION BY THE CLIENT:

In addition to any other right to terminate set out herein, if EAI should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If EAI should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give EAI thirty (30) calendar days to cure such deficiencies caused by EAI.

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

9. CHANGES:

The CLIENT may request changes in the scope of services to be performed by EAI hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due EAI for the change in scope.

10. FACILITIES:

During the course of this Agreement, the CLIENT shall provide EAI personnel with adequate workspace for technicians and other related facilities as may be required by EAI to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

11. CLIENT RESPONSIBILITIES:

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such

items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for EAI staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by EAI to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and EAI staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with EAI. The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is First National Bank of Edinburg, and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

12. LIMITATIONS:

EAI's sole liability under this Agreement shall be for providing the SERVICES. EAI will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed EZ-NETPAY® service solution. EAI's liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall EAI be liable for consequential damages under this numbered paragraph 12.

13. WORK HOURS AND SAFETY STANDARDS:

EAI shall agree that (a) each of it's laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

14. WORKER'S COMPENSATION:

As an entity incorporated in the State of Texas, EAI certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, EAI certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:

EAI shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, EAI warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

16. INSURANCE:

At the request of the CLIENT, EAI shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

17. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any EAI proprietary information furnished by EAI for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of EAI, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. EAI shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

18. COVENANT AGAINST CONTINGENT FEES:

EAI warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by EAI for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage or contingent fee.

19. INDEMNIFICATION:

EAI hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of EAI under this Agreement or of EAI's employees, agents, successors and assigns;

B. any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of EAI, or in proximity to the site of EAI's work, caused by any acts, negligent or otherwise, of EAI, its agents, employees, successors and assigns under this Agreement or of EAI's employees or agents;

C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of EAI under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;

D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by EAI under this Agreement; and

E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of EAI.

20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, EAI will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that EAI shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in EAI's opinion the products are likely to become the subject of a claim of infringement, EAI will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as

established by EAI. EAI shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by EAI or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of EAI without the prior written consent of EAI. In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of EAI with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

21. ORDER OF PRECEDENCE AND VENUE

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

A. Implementation Strategy Document (ISD)

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

B. This Agreement and any EXHIBITS or AMENDMENTS hereto

C. The EAI proposal

The venue for this and all associated agreements shall be Hidalgo County, Texas.

22. TERM OF AGREEMENT:

The Agreement shall commence on the final execution date of this agreement by both parties to this Agreement and shall continue through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

23. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

25. CONTRACT REPRESENTATIVES:

The EAI and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

26. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

27. GENERAL:

This Agreement, EXHIBITS A through G and the EAI Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between EAI and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

28. NOTICES:

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

EASY ACCESS INC
4200-A N Bicentennial Dr
McAllen, Texas 78504
Attn.: Mr. M G (Mike) Braun / Project Manager
Phone #: 956:682-3466
FAX #: 956:682-0906

HIDALGO COUNTY DISTRICT CLERK
100 N Closner
Edinburg, Texas 78540
Attn.: Mr. Noe Lopez (from the County Clerk's Office) / Project Manager
Phone #: 956:318-2200
FAX #: 956:318-2251

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR
2804 S. US Hwy 281
Edinburg, Texas 78539
Attn.: Mr. Paul Villarreal / Project Manager
Phone #: 956:318-2157
FAX #: 956:318-2733

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,2
224 N. 12th Street
Edinburg, Texas 78541
Attn.: Mr. Robert Leal / Project Manager
Phone #: 956:383-0921
FAX #: 956:383-7430

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1
212 N. 12th Street
Edinburg, Texas 78541
Attn.: Ms Aleida Lopez / Project Manager
Phone #: 956:380-4473
FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

EASY ACCESS INC

Authorized Signature

William C. Hamer
Typed

CEO
Title

10-29-09
Date

CLIENT:

HIDALGO COUNTY

Authorized Signature

Juan D. Salinas III
Typed

County Judge
Title

10/15/09
Date

Attest

HIDALGO COUNTY CLERK
Title

Approved by Commissioners' Court on 7/28/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:

29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

EAI will provide their EZ-NETPAY© Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the EZ-NETPAY© Internet Payment Services specifically for CLIENT, EAI will provide the following:

1. Access to the EZ-NETPAY© application software and Internet services via an Internet backbone connection provided by the CLIENT

2. All maintenance and support of the EZ-NETPAY© application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES

3. A special Hidalgo County CASHIERING EZ-NETPAY© Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees

4. Training of specified County Clerk staff on the operation of EZ-NETPAY© services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site

5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing EZ-NETPAY© application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code

6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the EZ-NETPAY© automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to EAI software and services
4. Provide EAI modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

31. EXHIBIT C: PROJECT SCHEDULE
MILESTONE ESTIMATED DELIVERY TIME FRAMES

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

PROJECT MILESTONE	TIME FRAME
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted EZ-NETPAY© SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

HIDALGO COUNTY DISTRICT CLERK
100 N Closner
Edinburg, Texas 78540
Attn: Mr. Noe Lopez

HIDALGO COUNTY TAX-ASSESSOR COLLECTOR
2804 S. US Hwy 281
Edinburg, TX 78539
Attn: Mr. Paul Villarreal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2
224 N. 12th Street
Edinburg, TX 78541
Attn: Mr. Robert Leal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1
212 N. 12th Street
Edinburg, TX 78541
Attn: Ms Aleida Lopez

33. EXHIBIT E: PROJECT MANAGERS

EASY ACCESS INC
Mr. M G (Mike) Braun

HIDALGO COUNTY CLERK
Mr. Noe Lopez

HIDALGO COUNTY DISTRICT CLERK
Mr. Noe Lopez (acting for the District Clerk's Office)

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2
Mr. Robert Leal

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1
Ms Aleida Lopez

34. EXHIBIT F: EZ-NETPAY© Convenience Fee Schedule

A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee* that will be charged by EAI to the Credit Card holder. The proposed fee will be $2.50 per $100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee[1]
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 300.00	$ 7.50
$ 300.01	$ 400.00	$ 10.00
$ 400.01	$ 500.00	$ 12.50
$ 500.01	$ 600.00	$ 15.00
$ 600.01	$ 700.00	$ 17.50
$ 700.01	$ 800.00	$ 20.00
$ 800.01	$ 900.00	$ 22.50
$ 900.01	$ 1,000.00	$ 25.00
$ 1,000.01	AND UP	The above sample chart illustrates the $2.50 per $100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

[1]These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NETPAY™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee[2]
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 400.00	$ 7.50
$ 400.01	$ 800.00	$ 10.00
$ 800.01	$ 1,000.00	$ 12.50
$ 1,000.01	$ 2,000.00	$ 15.00
$ 2,000.01	$ 4,000.00	$ 17.50
$ 4,000.01	$ 8,000.00	$ 20.00
$ 8,000.01	$ 12,000.00	$ 22.50
$ 12,000.01	$ 25,000.00	$ 25.00
$ 25,000.01	AND UP	1% of Transaction

[2] These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

35. EXHIBIT G: SIGNATURE AUTHORIZATION

HIDALGO COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr / Ms _____ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with **EASY ACCESS INC.**

Signature: _____

Typed/Printed Name: _____

Title: _____

Office and/or Department _____

Date: _____

Notarization

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as _____, appeared before me on this ____ day of _____, 2009.

_____

Notary Public Signature

_____

Typed/Printed Notary Public Name

My Commission Expires:

____/____/_____

EXHIBIT "A"

Specifications,
Scope of Services, Requirements,
General Terms and Conditions

Hidalgo County

"CREDIT CARD PAYMENT SERVICES"

RFP NO: 2009-040-06-10-otm

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2009-040-06-10-otm

Overview:
The County of Hidalgo is seeking to engage Proposer's to furnish a "**TURN-KEY**" Credit Card Payment Services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Credit Card Payment Services"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, June 10, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-040-06-10-otm

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, June 03, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, June 05, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit **NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for ***One Year***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific

project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace- Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. Provide a browser based turn-key Credit-Card / Internet Check payment processing Application Service Provider (ASP) solution.
2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
3. The proposed solution must provide 128 bit encryption.
4. The proposing vendor must provide, "live" instructor directed training services for all current and future staff.
5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification.
6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide a custom public website that is specific to Hidalgo County for the collection of specific service fees (sample of website is provided upon request)
8. The proposed solution must provide the County with a Real-time Administrator Module that will allow Hidalgo County senior staff to manage the following without vendor intervention:
   (a) Create departmental location(s)
   (b) Create individual user-task descriptions
   (c) Create authority for individual users by task
   (d) Create duplicate receipts on demand
9. The proposed solution must provide Hidalgo County with a real-time interface with the County's Property Tax Software vendor, ACT.
10. The proposed solution must be able to provide on-line receipts for all credit card transactions.
11. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier.
12. Must provide on-line "real-time" on demand reports on all counter transactions based upon the following minimum guidelines:
    (a) Daily transactions by unique task, i.e, property tax payment, motor vehicle fee, court fines & etc.
    (b) All transactions by date
    (c) All transactions, by either week, month or real-time on a daily basis for counter transactions
    (d) All transactions by unique user-defined Employee Identifier
13. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.

14. Provide daily "Live" Customer Call Service Desk support to County staff and the client Credit Card users.
15. Provide daily "Live" credit card resolution assistance
16. Provide a means by which the County can request a credit card transaction reversal
17. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all bids are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, J.P. Mary Alice Palacios, J.P. Charlie Espinoza and any other county department that would like to use the Credit Card Services System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on **all** service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, it's respective substations, the District Clerk's Office, Justice of the Peace-Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the four (4) departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539 (956) 318-2876

(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner- (1st Floor)
Edinburg, Texas (956) 318-2200

(3) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
212 N. 12th Ave.
Edinburg, Texas 78539 (956) 380-4473

(4) Justice of the Peace-Mary Alice Palacios
(Precinct 4, Place 2)
222 N. 12th Ave.
Edinburg, Texas 78539 (956) 292-7015

HIDALGO COUNTY
CREDIT CARD PAYMENT SERVICES SYSTEM
RFP. No. 2009-040-06-10-otm

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM			
MAINTENANCE	**1ST Year**	**2nd Year**	**Total**
HARDWARE	$	$	$
SOFTWARE	$	$	$

In the event of a typographical error, unit price prevails.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

5.3. CERTIFICATE OF INSURANCE INSERT

(Insert Certificate of Insurance after this page)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2009

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

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

INSURED
EASY ACCESS
4200 A N. BICENTENNIAL
MCALLEN TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICA FIRST INS.	
INSURER B: TEXAS MUTUAL INS. CO.	
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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	02BP182958-6	05/16/2009	05/16/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	02BP182958-6	05/16/2009	05/16/2010	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	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001168510-07	05/16/2009	05/16/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

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

REFERENCE: TAX OFFICE HARDWARE AND SOFTWARE COMPUTER SYSTEM COUNTY OF HIDALGO IS NAMED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 SOUTH HWY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 100170

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

5.4. HIDALGO COUNTY FORM: PROJECT REQUIREMENTS ACKNOWLEDGMENT

(Insert "Project Requirements Acknowledgment" after this page)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M.G.(Mike) Braun Jr for EASY ACCESS INC, possess all of the APPLICABLE:

1. Licenses: IBM WebSphere Application Server, Microsoft Windows Server 2008 .
2. Bonds: N/A .
3. Certificates: PayCard Industry-Data Security Standard (PCI-DSS) Certificates . dated:
4. Permits: N/A .
5. Other: N/A .

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

Authorized Signature

06/16/2009
Date

M.G.BRAUN JR, SPECIAL PROJECTS DIRECTOR

EASY ACCESS INC .
Company

4200-A N. BICENTENNIAL DR .
Address

MCALLEN TX 78504 .
City, State, Zip

5.5. HIDALGO COUNTY FORM: CONFLICT OF INTEREST QUESTIONAIRE

(Insert "Conflict of Interest Questionnaire" after this page)

2021895

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.

OFFICE USE ONLY

Date Received

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.

1 **Name of person who has a business relationship with local governmental entity.**

WILLIAM C HAMER (Easy Access Inc)

2 [X] **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.**

Mr Armando Barrera, Mr Arturo Guajardo Jr, Ms Laura Hinojosa & Judge Mary Alice Palacios

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 [X] 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 [X] 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 [X] No

D. Describe each employment or business relationship with the local government officer named in this section.

Currently provides the credit card processing services for these County Departments.

4

Signature of person doing business with the governmental entity

M.G.BRAUN JR for EASY ACCESS INC

06/16/2009

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, M.G. BRAUN JR., 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: _____ SPECIAL PROJECTS DIRECTOR

Subscribed and sworn to before me this 15th day of 1, 2009.

_____
Notary Public

MELISSA WORLEY
Notary Public, State of Texas
My Commission Expires
May 14, 2012

My commission expires: _____, 2012.

5.7. HIDALGO COUNTY FORM: PURCHASING DEPARTMENT PROPOSER / VENDOR APPLICATION

(Insert "Proposer / Vendor Application" after this page)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: EASY ACCESS INC	**Telephone No.** (956) 682-3466
dba Name: SAME AS ABOVE	
Legal Name: SAME AS ABOVE	
Mailing Address : 4200-A N. BICENTENNIAL DR. MCALLEN TX 78504	**Fax No.** (956) 682-0906
Physical Address: SAME AS ABOVE	
City, State, Zip SAME AS ABOVE	**Tax I.D. No.** 1-742481662-1
Remit to Address : 4200-A N. BICENTENNIAL DR	**City, State, Zip** MCALLEN TX 78504
E-Mail Address: mgbraun@hecorp.com	
Representative(s) Name(s) & Title(s) M.G. BRAUN JR / SPECIAL PROJECTS DIRECTOR	

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. 742481662

State of Incorporation: TEXAS **Date:** 1988 **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor X Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

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

Small Business:

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

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes X No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: CREDIT CARD PROCESSING SERVICE

Would you like to be provided with specifications for procurements of such products?: XX Yes • No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):** _____

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

5.8. DEPARTMENT OF THE TREASURY FORM: W-9 REQUEST FOR TAXPAYER ID NUMBER & CERTIFICATION

(Insert "W-9" after this page)

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
EASY ACCESS INC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
4200-A N. BICENTENNIAL DR.

Requester's name and address (optional)

City, state, and ZIP code
MCALLEN TX 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
7 4 2 4 8 1 6 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 06/16/2009

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, 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: M.G. (Mike) Braun Jr
Title: Special projects director/EASY ACCESS INC
Telephone Number: 956:682-3466
Date: 06/16/2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

NO ACTION taken on items 20. A.1-3.a, b, or c.

4. AI-16634 a. Acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners' Court) submitted in response to the Request for Proposals - "Credit Card Payment Services"-Hidalgo County-RFP No. 2009-040-06-10-otm:

1st. Easy Access – McAllen, TX @ 87.2 ; 2nd. Paymentus Corp. – Atlanta, GA @ 82.6 ; 3rd. Metavante Corp. – Milwaukee, WI@ 81.6 ; 4th. Power Pay – Portland, ME @ 73.2 ;

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval of the rankings.

b. Authorization for Purchasing Department to negotiate a BAFO (Best and Final Offer) contract with the number one (1) ranked proposer Easy Access **for "Credit Card Payment Services" RFP-Hidalgo County. RFP No. 2009-040-06-10-otm**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

5. AI-16655 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 $ _____.

NO ACTION taken on this item.

6. AI-16660 Requesting approval of a utility easement and right of way between the County of Hidalgo and AEP Texas Central Company for electric distribution lines in connection with the construction (by the State of Texas) of a Substance Abuse Facility for Hidalgo County located in Precinct #4 with authority for County Judge or CC Member to execute document and recording of same with the County Clerk.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. Pct. 2

1. AI-16614 Requesting approval of plans and specifications developed with the Precinct and drafted by project architect V-A Architecture for Precinct No. 2's - "Construction for New Precinct No. 2 Administrative Offices and Other County Offices"-RFB No. 2009-037A-08-19-otm with authority to advertise the sealed competitive procurement of the project previously approved by CC on 7-07-09.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

CCM/09/22/2009

4. **AI-17538 Requesting approval to complete and submit an upgrade credit application to the current account from GCR Tire Centers, awarded vendor through TXMAS 7-261020-55 for the Extension Service Department with authority for County Judge or Court Member to execute.**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

5. **AI-17520 a. Requesting authority to exercise the sixty (60) day grace period extension with effective date of 09-28-09 through 11-27-09 (as provided in specifications) for "Title Company Services (Pool)" under the same rates, terms and conditions with the following providers so as to have no lapse in services while procurement process is completed under project RFQ No. E-08-468-09-23:**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

   Commissioner Garza joined the meeting.

   1. Valley Land Title Company, Ltd.; B. Edwards Abstract & Title Company; and, C. Sierra Title Comapany;

   b. Requesting authority to advertise a procurement process (RFP or RFQ, whichever applicable) with approval of basic procurement packet for: Title Company Services (Pool) for Hidalgo County

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. **AI-17503 Presentation for approval of the final negotiated services agreement with awarded vendor, Easy Access, Inc., for "Credit Card Payment Services-Hidalgo County". RFP No. 2009-040-06-10-otm**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **AI-17375 a. Correspondence received (attached hereto) from consulting engineer, Raba Kistner after review of received coop proposal, recommending Hidalgo County to solicit a sealed competitive proposal process tilizing specification, requirements, scope of work developed and drafted by Raba Kistner for: Hidalgo County - Asbestos Abatement for the Old Administration Building w/Option to Remove Bat Guano"; and, if approved;**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to reject.

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO
PROFESSIONAL SERVICE CONTRACT
C-09-040-06-10

This **AMENDMENT** to the **CONTRACT** between **Easy Access, Inc.,** (the "Vendor") and **HIDALGO COUNTY** (the "County"), effective the **10th** day of **November, 2009**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on September 22, 2009, in which the Vendor agreed to provide professional services for: **"Credit Card Payment Services"** located within **Hidalgo County** (the "Project");

WHEREAS, due to a need to clarify the term **"Point of Contact(s) for each user department"**, the parties now desire to amend the Projects in which the Vendor may perform the services;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. **Section 28** titled **NOTICES** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

   28. NOTICES:

   Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

Easy Access, Inc.
4200-A N. Bicentennial Dr.
McAllen, Tx 78504
Attn: Mr. M G Braun / Project Manager
Phone #: 956-682-3466
Fax #: 956-682-0906

Hidalgo County District Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Mr. Rene Rangel / Project Manager
Phone #: 956-289-7808
Fax#: 956-318-2251

Hidalgo County Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Noe Lopez / Project Manager
Phone #: 956-318-2200
Fax #: 956-318-2105

Hidalgo County Tax-Assessor Collector
2804 S. US Hwy 281
Edinburg, Tx 78539
Attn: Mr. Paul Villarreal / Project Manager
Phone #: 956-318-2157
Fax #: 956-318-2733

Hidalgo Co. Justice of the Peace -Pct. 4, Pl. 2
224 N. 12th Street
Edinburg, Tx 78541
Attn: Mr. Robert Leal / Project Manager
Phone #: 956-383-0921
Fax #: 956-383-7430

Hidalgo Co. Justice of the Peace-Pct. 4, Pl. 1
212 N. 12th Street
Edinburg, Tx 78541
Attn: Ms. Aleida Lopez / Project Manager
Phone #: 956-380-4473
Fax #: 956-380-4029

Section 32 titled **Exhibit "D": PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

Hidalgo County District Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Mr. Rene Rangel

Hidalgo County Clerk
100 N. Closner
Edinburg, Tx 78540
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector
2804 S. US Hwy 281
Edinburg, Tx 78539
Attn: Mr. Paul Villarreal

Hidalgo County Justice of the Peace Pct. 4, Pl. 2
224 N. 12th Street
Edinburg, Tx 78541
Attn: Mr. Robert Leal

Hidalgo County Justice of the Peace Pct. 4, Pl. 1
212 N. 12th Street
Edinburg, Tx 78541
Attn: Ms. Aleida Lopez

2. **Section 33** titled **Exhibit "E": PROJECT MANAGERS** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

Exhibit "E": PROJECT MANAGERS

Easy Access, Inc.
Mr. M G (Mike) Braun

Hidalgo County District Clerk
Mr. Rene Rangel

Hidalgo County Clerk
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector
Mr. Paul Villarreal

Hidalgo County Justice of the Peace-Pct.4, Pl.2
Mr. Robert Leal

Hidalgo County Justice of the Peace-Pct. 4, Pl. 1
Ms. Aleida Lopez

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor 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

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Easy Access, Inc.

_____
Authorized Signature

Title:_____

Approved as to Form:
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

AI-18390 **26.A.5.**

Authority to Advertise for Clay/Penitas Land Fill/Pct. #3

CC REGULAR

Date:	11/10/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Authority to advertise for approximately 30,000 sq. yds. of clay soil in connection with the closure process of the Penitas Landfill as required under TCEQ regulations as recommended by and with draft specifications to be drafted and developed by project engineer, Cook-Joyce, Inc.

BACKGROUND

Proposed publication dates: 11-11-09 & 11-18-09
Anticipated opening date: 11-25-09
Projected award date: 12-1-09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1331-432-00-123-022-0-679

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

BUDGETARY IMPACT:

Funds will be appropriated to the account number before bid opening.

Attachments

Link: back up

Link: Advertisement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/05/2009 04:01 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:10 PM	APRV
3	Perla Lopez	Perla Lopez	11/06/2009 02:06 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Marty Salazar — Started On: 11/04/2009 12:55 PM

Final Approval Date: 11/06/2009

COOK-JOYCE INC.
ENGINEERING AND CONSULTING
812 WEST ELEVENTH
AUSTIN, TEXAS 78701-2000
(512) 474-9097 FAX (512) 474-8463

MEMORANDUM

TO: George O'Cana
Mingo Villarreal
Mona Parras

FROM: Brian Dudley, P.E.

DATE: October 29, 2009

SUBJECT: Penitas Landfill – Final Cover Clay

Three sources of soil were observed on October 27 and 28, for possible use as landfill final cover clay. The primary soil requirement is that it is classified as a clay and can act as a barrier to stormwater infiltrating the landfilled waste. Specific hydraulic conductivity characteristics must be met by the soil. A secondary consideration is the time and expense that is required to import the clay to the landfill. About 30,000 cubic yards of clay will be needed at the landfill.

A summary of the three soils is as follows:

Location	Clay Content	Distance from Landfill	Estimated Roundtrip + Load/Dump Time
1.Benson and 4 mile Drainage Canal, Edinburg	Non- clay	18 miles	80 min.
2.Curve Rd Detention Pond, Elsa	Light to heavy clay	34 miles	120 min.
3.FM886 @ Military Rd, Los Ebanos	Heavy clay	8.5-10 miles	50 min.

The Elsa or Los Ebanos soil is expected to meet clay specifications required for the landfill cover. The Elsa site will not require a loader since Drainage District equipment will load trucks. Soil from Los Ebanos, however, can be imported 2.4 times more quickly with significantly less fuel and labor cost.

If clay can be economically obtained from Los Ebanos, then soil from this site is recommended because of lower hauling costs and less disruption to other Precinct projects while the trucks are in use at the landfill.

Clay from different sources should be kept separate during construction, because separate laboratory tests must be conducted on each type of clay used in the project.

FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for -" **Purchase of Approximately 30,000 Cubic Yards of Heavy Clay for Peñitas Landfill"**

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: **yolanda.velasquez@co.hidalgo.tx.us** or may be picked up in person at the Hidalgo County Purchasing Department, with a **Physical location of:** 2802 S. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No.:2009-467-11-25-YZV –"RFB- Purchase of Approximately 30,000 Cubic Yards of Heavy Clay for Peñitas Landfill"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID Nº 2009-467-11-25-YZV-"RFB- Purchase of Approximately 30,000 Cubic Yards of Heavy Clay for Peñitas Landfill"**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

2812 S. Business Hwy 281.
Hidalgo County New Administration Bldg
Edinburg, Texas 78539

Physical Location:

2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, November 25, 2009** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

HIDALGO COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the **10th** day of **November 2009.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

AI-18371 **26.A.6.**

Fixed Asset Criteria Addendum

CC REGULAR

Date:	11/10/2009
Submitted By:	Ralph Alvarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting that Hidalgo County's criteria for inclusion of equipment in the County's Inventory System be updated to reflect all items with a cost between $300.00 through $999.99 under the category of minor controllable equipment and thus adhering with the new object codes guideline issued by the County Auditor's Office on 4-1-2009 and thus providing more accountability for said items.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: MEMO

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 09:11 AM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 09:13 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/06/2009 02:04 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Ralph Alvarez — Started On: 11/03/2009 03:00 PM

Final Approval Date: 11/06/2009

PURCHASING DEPARTMENT
County Of Hidalgo

November 3, 2009

The Honorable Rene A. Ramirez
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Subject: Fixed Asset Criteria Addendum

Dear Judge Ramirez,

The current threshold for capitalization of fixed assets (machinery and equipment) is of $1,000 and above.

We are formally requesting that Hidalgo County's criteria for inclusion of equipment in the County's Inventory System be updated to include all items with a cost between $300 thru $999.99 under the category of minor controllable equipment.

Items within the proposed threshold will assist the County to better identify the assets needing transfer from one County department to another, Surplus, disposition at public auctions, insurance, and reporting purposes.

Minor controllable equipment will be issued regular county asset tags that fall within the object codes range (661,664,665,667,668).

We are requesting that Commissioners' Court approve this policy addendum in accordance with the new object codes guideline issued by the County Auditor's Office to become effective retroactively to April 01, 2009.

Should additional information be needed, please do not hesitate in contacting Ms Agueda "Aggie" Garcia Fixed Asset Manager at extension 4873 or Juan M. Alvarado Assistant Fixed Asset Manager at extension 4870.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Cc: The Hon. Sylvia S. Handy, Commissioner, Pct. No. 1
The Hon. Hector "Tito" Palacios, Commissioner, Pct. No. 2
The Hon. Jose M. Flores, Commissioner, Pct. No. 3
The Hon. Oscar Garza, Commissioner, Pct. No. 4
Raymundo Eufracio, CPA, Hidalgo County Auditor

At this time the Court moved to the Addendum.

7. **County Judge:** (See Exhibit I)
   A. **Discussion, consideration and possible action/approval of a letter of support to the Texas Department of Housing and Community Affairs (TDHCA) for several developers who are asking TDHCA's assistance in building affordable housing using federal tax credits to fund new construction and rehabilitation of multifamily residential developments in Hidalgo County. The developers are: Chicory Court, App. # 04193; South 27th, L.P., App. # 04012; Las Canteras Housing Partners, Ltd., App. # 04037; SJ Affordable Housing, L.P., App. # 04124; Arbor Cove, Ltd., App. # 04226; Rufino Contreras Affordable Housing Corporation, App. # 04146; Paloma Blanca Apartments, L.P., App. # 04034; Tres Cruces Apartments, L.P. App. # 04035; Los Milagros Apartments, L.P., App. # 04032; HVM Donna III, Ltd., App. # 04110.**

      Commissioner Garza abstained from voting on this item.

      On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

   B. **Discussion, consideration and possible action regarding approval of the following TxDOT Advance Funding Agreements:**
      a.) FM 1924, County of Hidalgo, CSJ# 1802-01-029
      b.) FM 1924, County of Hidalgo, CSJ# 1802-01-031

      NO ACTION taken on this item.

8. **County Auditor:** (See Exhibit J)
   A. **Discussion, consideration and approval of the Machinery & Equipment threshold from $250 to $1,000 and to increase the threshold for Machinery & Equipment from $1,000 to $5,000 for depreciation and reporting purposes as per GASB Statement #34 to be effective January 1, 2005.**

      On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

9. **Headstart:** (See Exhibit K)
   A. **Requesting approval of professional services contract with Rike Ogden, Figueroa, Dickinsen Architects in connection with the relocation of McAllen III Head Start Center from San Diego Cuauhteatoazion Parish to the McAllen Independent School District Sam Houston Elementary site.**

      On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

   B. **Requesting exemption from competitive bidding under Texas Local Government Code 262.024 (a)(4) for professional architectural services with Rike Ogden, Figueroa, Dickinsen Architects in connection with the relocation of McAllen III Head Start Center from San Diego Cuauhteatoazion Parish to the McAllen Independent School District Sam Houston Elementary site.**

      On motion of Commissioner Flores, seconded by Commissioner Garza, Court made a UNANIMOUS vote of approval.

BACKGROUND

The Purchasing Agent is responsible for the acquisition and management of assets in accordance with Local Government Code Chapter 262. Local Government Code § 262.011(i) requires the Purchasing Agent to file with the County Auditor, on July 1 of each year, an inventory of all the property on hand and belonging to the County. The Purchasing Department has the responsibility of identifying and disposing of capital assets that are declared "surplus or salvage".

Organizational Structure

There are 6 budgeted positions related to the Purchasing Department-Fixed Assets Division: the Fixed Asset Manager, an Assistant Fixed Asset Manager, an Inventory Specialist Analyst II, a Fixed Asset Inventory Control Specialist, a Surplus Manager, and a Data Clerk. The following is a summary of their duties:

- The Fixed Asset Manager is responsible for managing the Fixed Assets Division, monitoring the asset management process, and ensuring that the County's asset management system, *alio* Fixed Asset Inventory System (FIS) Module, is accurate and complete. The Fixed Asset Manager also conducts special assignments as directed by the Purchasing Agent and/or Commissioners' Court.
- The Assistant Fixed Asset Manager is responsible for the supervision and operations of the Fixed Assets Division. The Assistant Fixed Asset Manager also conducts physical inventory counts, assigns and issues asset tags, reconciles monthly journal entries, and prepares depreciation reports.
- The duties of the Fixed Asset Inventory Control Specialist and the Inventory Specialist Analyst II include conducting physical inventories, reporting variances to Assistant Fixed Asset Manager, and training departments on proper fixed asset management.
- The Surplus Manager is responsible for the maintenance of surplus items including picking up assets from departments, organization of County auctions, and reporting assets sold to the County Auditor's Office.
- The Data Clerk updates all asset information in the *alio* FIS Module.

Inventory and Capitalization of County Assets

On October 23, 2001, the Commissioners' Court approved the Capital Asset Guide (the Guide) in order to comply with the reporting requirements of Governmental Accounting Standards Board Statement No. 34. The Guide requires that assets (i.e., vehicles, land, buildings, machinery, equipment, computer systems) with a useful life greater than one year and an acquisition cost of $1,000 or more be capitalized. In addition, donations and forfeitures should be capitalized at fair market value. The Guide states that all assets are subject to inventory control and should be assigned an asset tag, including those considered minor assets (assets with a cost of $250 to $999.99). However, the Purchasing Department does not currently maintain a system for tracking and inventorying minor assets.

5

COUNTY OF HIDALGO
HIDALGO COUNTY AUDITOR'S OFFICE
COMMISSIONER'S COURT AGENDA REQUEST FORM

ORIGINAL

NO.

DATE: May 4, 2004 MEETING DATE REQUEST: May 11, 2004

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: Antonio R. Sandoval

DEPARTMENT: Hidalgo County Auditor's Office PHONE: (956) 318 - 2511 FAX: (956) 318 - 2577

Antonio R. Sandoval ANTONIO R. SANDOVAL, HIDALGO COUNTY AUDITOR

CAPTION: **Regualar AGENDA**

Discussion, consideration, and approval of the Machinary & Equipment threshold from $250 to $1,000 and to increase the threshold for Machinery & Equipment from $1,000 to $5,000 for depreciation and reporting purposes as per GASB Statement # 34. Effective January 1, 2005.

BUDGETARY IMPACT: $ None

BACKGROUND: ***(Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation.)***

We are requesting authorization to increase the threshold for capitalization of machinery and equipment from its current $250 and above, to $1,000 and above. The assets with a cost of Fair Market Value of $1,000 thru $4,999 will be capitalized but not depreicated. Items of $5,000 and over will be depreciated for reporting purposes required by GASB Statement 34.

PLEASE INITIAL FOR APPROVAL:

Legal Counsel _____ **Budget:** _____ **Human Resources:** _____

Dept./Fund No.: __-1100-415-21-170-001-0-____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes _____ No _____

Account Code: _____ Impact on Future Budget: Yes _____ No _____

COMMENTS: _____

RECEIVED
MAY 04 2004
BUDGET OFFICE

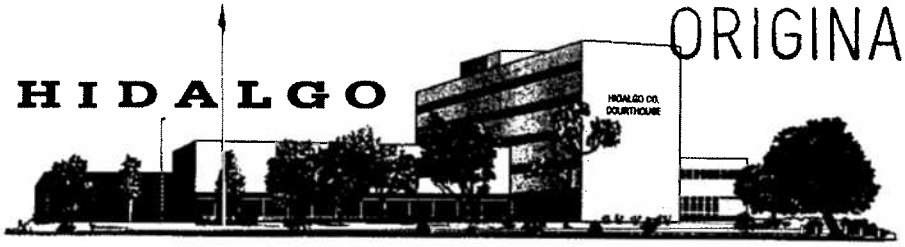
ACTION TAKEN BY COMMISSIONER'S COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ DATE DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

ORIGINAL

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Administration Building 3rd Floor
100 East Cano
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

MEMORANDUM

TO: The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner Precinct No. 1
The Honorable Hector Palacios, Commissioner Precinct No. 2
The Honorable Jose M. Flores, Commissioner Precinct No. 3
The Honorable Oscar L. Garza, Commissioner Precinct No. 4

FROM: A. R. Sandoval, County Auditor

DATE: May 04, 2004

SUBJECT: ***Machinery & Equipment threshold Revision-GASB Statement # 34***

We are requesting to revise the policy adopted by Commissioners Court to comply with GASB Statement 34 Requirements.

Currently, we are recognizing Capital asset expenditures of $250 to capitalize and we are depreciating all Capital assets of $1,000 and over for reporting purposes as per GASB statement # 34.

We are requesting authorization to increase the threshold for capitalization of machinery and equipment from its current $250 and above, to $1,000 and above. The assets with a cost or Fair Market Value of $1,000 thru $4,999 will be capitalized but not depreciated. All capital expenditures for amounts of $250 to $999 will be recorded and accounted for in a minor equipment account. Separate identification tags will be issued for these items.

The General Capital Assets to be depreciated for the Government wide financial statements should also be increased from assets having an asset value of $1,000 to $5,000.

The infrastructure asset capitalization amount should remain at $100,000. Software programs should also be capitalized at $1,000, and depreciated at $5,000, following the "Capitalization Thresholds" indicated in the attached copy of the "Capital Asset Guide- Effective January 1, 2002."

ORIGINAL

These new thresholds for capitalization and depreciation of machinery and equipment should help us to reduce the amount of time and costs involved in maintaining the County's inventory. The change will assist us to be in accordance with similar thresholds currently in use by other Counties, municipalities, State and Federal Agencies.

The entire County inventory would also be updated to reflect the new thresholds, once approval is granted by Commissioners' Court.

Thank you for your consideration of this request.

Attachment

Capital Asset Classification

Assets purchased, constructed or donated that meet or exceed the County's established capitalization thresholds or minimum reporting requirements will be uniformly classified.

Each class code in the Capital Asset Classification system contains a default value for both residual value (expressed as a percentage of historical cost) and estimated useful life (expressed in months). The default values are based upon statewide historical data (As compiled by the State Comptroller's Office) for each class of asset. Hidalgo County agencies may follow these County accounting standards for establishing the historical cost for each asset. Agencies will be allowed to substitute information for residual value and/or estimated life based on individual experience for each class of asset. Any substitutions must be substantiated and auditable.

Capitalization Thresholds

Standard capitalization thresholds for capitalizing assets have been established for each major class of assets. Hidalgo County will use the following thresholds:

Class of Asset	Threahold
Land/land improvements	Capitalize All
Building s/building improvements	$50,000
Facilities & other improvements	$50,000
Infrastructure	$100,000
Personal property (equipment)	$1,000
Library books/materials (collections)	Capitalize All
Works of art/historical treasures	Capitalize All
Leasehold improvements	$50,000
Computer software	$1,000

Capital Asset Acquisition Cost

Capital assets should be recorded and reported at their historical costs, which include the vendor's invoice (plus the value of any trade-in), initial installation cost (excluding in-house labor), modifications, attachments, accessories or apparatus necessary to make the asset usable and render it into service. Historical costs also include ancillary charges such as freight and transportation charges, site preparation costs and professional fees. The costs of capital assets for ***governmental activities*** do not include capitalized interest. However, interest is capitalized on:

- Assets that are constructed or otherwise produced for an enterprise's own use (including assets constructed or produced for the enterprise by others for which deposits or progress payments have been made)

Assets that **do *not*** qualify for capitalization of interest include:

- Assets acquired for governmental activities (interest will be reported in the statement of activities as a separate line item)
- Assets that are in use or ready for their intended use in the earning activities of the enterprise

RECEIVED APR 2 8 2004

AI-18429 **26.A.7.**

Major Purchases

CC REGULAR

Date:	11/10/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Requesting exception from "Order" approved designating 09-15-09 as deadline for major purchases for the Elected Offices/Programs/Agencies or Departments for the purchase of computer equipment/peripherals, with assurances by the following and vendor that all requested goods and/or services will be received prior to 12-31-09;
b. Presentation for discussion, consideration, acceptance and approval of a proposal received from the following vendors through the County's participation/membership with (DIR) Department of Information Resource.

Requisition	Vendor	Department	Amount	Account Number
165089	Dell Marketing L. P.	Tax Office	$12,400.21	9-1100-415-15-140-001-0-745
165321	Dell Marketing L. P.	Human Resources/Civil Service	$7,936.08	9-1100-415-50-190-002-0-745

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-001-0-745

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

BUDGETARY IMPACT:

$12,400.21 available funding in req# 165089 as 11/06/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-50-190-002-0-745

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

BUDGETARY IMPACT:

$7,936.08 available funding in req#165321 as of 11/06/09.

Attachments

Link: Dell Requisitions

Link: Dell Delivery Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 02:43 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 03:10 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	11/06/2009 04:42 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Matilde Faz

Started On: 11/05/2009 02:03 PM

Final Approval Date: 11/06/2009

Requisition

Regular #18429 I 11/10/09

Req # 00165089

PO #

Date: 10/28/09

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: **TAX COLLECTION**
956-289-7472

Contract No:

Special Instructions:
C-215

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE#: 512895294 CUSTOMER#: 17927132 CONTRACT#: 48ABO DIR-SDD-890-TX DO NOT DUPLICATE ORDER		
1.00	EACH	GROUP : 1 NEW SERVER FOR THE EDINBURG TAX COLLECTIONS DEPT AT 2804 S BUS HWY 281	7,602.69	7,602.69
.00	EACH	BASE UNIT: POWEREDGE R710 WITH CHASSIS FOR UP TO SIX 3.5-INCH HARD DRIVES (224-4846)	.00	.00
.00	EACH	PROCESSOR: POWEREDGE R710 SHIPPING (330-4124)	.00	.00
.00	EACH	MEMORY: 16GB MEMORY (8X2GB), 1333MHz DUAL RANKED UDIMMS FOR 2 PROCESSORS, ADVANCED ECC (317-2060)	.00	.00
.00	EACH	MONITOR: EMBEDDED BROADCOM, GB ETHERNET NICS WITH TOE (430-1764)	.00	.00
.00	EACH	VIDEO CARD: E5530 XEON PROCESSOR: 2.4GHZ 8M CACHE, TURBO, HT, 1066MHz MAX MEM (317-1205)	.00	.00
.00	EACH	VIDEO MEMORY: E5530 XEON PROCESSOR, 2.4GHZ 8M CACHE, TURBO, HT, 1066MHZ MAX MEM (317-1205)	.00	.00
.00	EACH	VIDEO MEMORY: POWEREDGE R710 HEAT SINKS FOR 2 PROCESSORS (317-1213)	.00	.00
.00	EACH	HARD DRIVE: HD MULTI-SELECT (341-4158)	.00	.00
.00	EACH	HARD DRIVE CONTROLLER: PERC 6i SA RAID CONTROLLER 2X4 CONNECTORDS, INTERNAL, PCLe256MB CACHE, Z6 CHASSIS (341-9152)	.00	.00
.00	EACH	FLOPPY DISK DRIVE: POWER SAVING BIOS SETTING (330-3491)	.00	.00
.00	EACH	OPERATING SYSTEM: WINDOWS SERVER 2008, STANDARD X64 INC HYPER-W, INCL 5 CALS (420-8354)	.00	.00
1.00	EACH	MODEM: iDRAC6 EXPRESS (467-8649)	.00	.00
.00	EACH	CD-ROM OR DVD-ROM DRIVE: DVD ROM, SATA, INTERNAL (313-9092)	.00	.00
.00	EACH	SOUND CARD: BEZEL (313-7517)	.00	.00
.00	EACH	SPEAKERS: RISER WITH 2 PCle X8 + 2 PCle X 4SLOT (320-7886)	.00	.00
.00	EACH	DOCUMENTATION DISKETTE: DELL MANAGEMENT CONSOLE (330-5280)	.00	.00
.00	EACH	DOCUMENTATION DISKETTE: ELECTRONIC SYSTEM DOCUMENTATION AND OPENMANAGE DVD KIT (330-3485)	.00	.00
.00	EACH	CONTROLER OPTION: PERC6ED SAS RAID CONTROLLER 2X4 CONNECTORS, EXTERNAL, PCle512MB CACHE (341-5841)	.00	.00
.00	EACH	FEATURE: RAID 1/RAID 10 FOR PERC 6/i CONTROLLER (341-8705)	.00	.00
.00	EACH	FEATURE: NO RACK RAILS OR CABLE MANAGEMENT ARM (330-3479)	.00	.00

Authorized By: _____

Requisition

Req # 00165089

PO #

Date: 10/28/09

II

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
.00	EACH	SERVICE: DELL HARDWARE LIMITED WARRANTY EXTENDED YEAR (993-8458)	.00	.00
.00	EACH	SERVICE: DELL HARDWARE LIMITED WARRANTY PLUS ON SITE SERVICE INITIAL YEAR (993-8447)	.00	.00
.00	EACH	SERVICE: PRO SUPPORT FOR IT: NEXT BUSINESS DAY ONSITE SERVICE AFTER PROBLEM DIAGNOSIS, 4 YEAR EXTENDED (988-5084)	.00	.00
.00	EACH	SERVICE: PRO SUPPORT FOR IT NEXT BUSINESS DAY ONSITE SERVICE AFTER PROBLEM DIAGNODSIS, INITIAL YEAR (993-2320)	.00	.00
.00	EACH	SERVICE:: PRO SUPPORT FOR IT: 7X24 HW / SW TECH SUPPORT AND ASSISTANCE FOR CERTIFED IT STAFF, 5 YEAR (988-5124)	.00	.00
.00	EACH	THANK YOU CHOOSING DELL PROSUPPORT, FOR TECH SUPPORT, VISIT HTTP://SUPPORT.DELL.COM/PROSUPPORT	.00	.00
.00	EACH	SERVICE: OR CALL 1-800-845-33 (989-3439)	.00	.00
.00	EACH	INSTALLATION: ON-SITE INSTALLATION DECLINED (900-9997)	.00	.00
.00	EACH	MISC: HIGH OUTPUT POWERSUPPLY REDUNDANT, 870W (330-3475)	.00	.00
.00	EACH	MISC: NO POWER CORD (310-9057)	.00	.00
.00	EACH	POWER CORD, C13 TO C14, PDU STYLE, 12 AMPS, 2 METER, QTY 1 (330-3151)	.00	.00
.00	EACH	POWER CORD, C13 TO C14 PDU STYLE, 12 AMPS 2 METER, QTY 1 (330-3151)	.00	.00
.00	EACH	146GB 15K PRM SERIAL-ATTACH SCSL 3.5" HOTPLUG HARD DRIVE (341-8718)	.00	.00
.00	EACH	146GB 15K PRM SERIAL-ATTACH SCSI 3.5" HOTPLUG HARD DRIVE (341-8718)	.00	.00
.00	EACH	1TB 7.2K RPM NEAR LINE SAS 3.5IN HOT PLUG HARD DRIVE (341-8723)	.00	.00
.00	EACH	1TB 7.2K PRM NEAR LINE SAS 3.5IN HOT PLYG HARD DRIVE (341-8723)	.00	.00
.00	EACH	1TB 7.2K RPM NEAR LINE SAS 3.5" HOT PLUG HARD DRIVE (341-8723)	.00	.00
.00	EACH	1TB 7.2K RPM NEAR LINE SAS 3.5IN HOT PLUG HARD DRIVE (341-8723)	.00	.00
2.00	YEAR	DOUBLE-TAKE FOR WINDOWS STANDARD SERVER W 1YR SUPPORT AND MAINTENANCE (A1363220	2,398.76	4,797.52
.00	EACH	NUMB ER OF S & A ITEMS: 1 TOTAL $4,797.52	.00	.00
		Account No	Encumbrance	
		9-1100-415-15-140-001-0-745	12,400.21	

Freight .00

Total 12,400.21

Authorized By: _____

Requisition

Req # 00165321

PO #

Date: 11/03/09

Regular #18439 11/10/09

Bill To: x
x

Vendor : 178136
DELL MARKETING L.P.
ONE DELL WAY
RR1 MAILSTOP 8035
ROUND ROCK TX 78682
FAX (800)433-9527

Ship To: HUMAN RESOURCES/CIVIL SERVICE
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: **Nereida Garza**
956-318-2660

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Quote # 506318831 Customer # 17927132 Contract # A8ABO Customer Agreement DIR-SDD-890-TX		
8.00		OPTIPLEX 760 ULTRA SMALL FORM FACTOR BASE UP TO 8 PERCENT EFFICIENT PSU (224-2223) UPGRADE OF COMPUTER	992.01	7,936.08
		Account No	Encumbrance	
		9-1100-415-50-190-002-0-745	7,936.08	
			Freight	.00
			Total	7,936.08

Authorized By: _____

Rq# 165089

Matilde Faz

From: Mary Garcia [mary.garcia@taxoffice.co.hidalgo.tx.us]
Sent: Friday, November 06, 2009 1:37 PM
To: Matilde Faz
Subject: Fw: Delivery certification

Mati here is the memo from dell that you were requesting! Hope it helps!

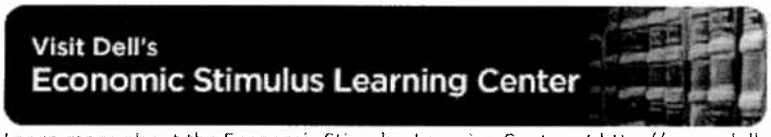
Mary G. Jackson
Administrative Assistant
County of Hidalgo Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone #(956) 318 - 2157
Fax # (956) 318-2733
mary.garcia@taxoffice.co.hidalgo.tx.us

----- Original Message -----
From: Tiffany_Washington@Dell.com
To: mary.garcia@taxoffice.co.hidalgo.tx.us
Sent: Friday, November 06, 2009 10:55 AM
Subject: RE: Delivery certification

The quote # 512895294 has an estimated lead time of 9 working days. That being said, we never guarantee date of delivery as we can't control what happens once it leaves our warehouse. That is strictly in the hands of the carrier.

Thank you- Tiffany

Tiffany Washington | Senior Account Manager- South Texas | Dell Inc.
W: 800.576.6038 x7241768 | Fax: 512.283.4897 | Direct: 512-724.1768 | tiffany_washington@dell.com
| Server & Storage Specialist | Mitch Yurkovich x7249100 | Mitch_Yurkovich@dell.com
"How am I doing? Please contact my manager, Chris Harris at Chris_W_Harris@Dell.com



Learn more about the Economic Stimulus Learning Center at http://www.dell.com/funding

From: Mary Garcia [mailto:mary.garcia@taxoffice.co.hidalgo.tx.us]
Sent: Thursday, November 05, 2009 2:13 PM
To: Washington, Tiffany
Subject: Re: Delivery certification

Good afternoon Tiffany! At this time the Purchasing Dept. is requesting that we get a memo from your office in writing stating that we will receive merchandise by December 31, 2009 if we submitt a Purchase Order over the next few days. A Purchase Order is in process for quote#:

512895294 dated 10-28-09 in the amount of: $12,400.21. Please call me with any questions you may have (956-289-7472. Your attention to this matter is appreciated!

Mary G. Jackson
Administrative Assistant
County of Hidalgo Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone #(956) 318 - 2157
Fax # (956) 318-2733
mary.garcia@taxoffice.co.hidalgo.tx.us

AI-18449 **26.A.8.**

Approval of contract document-RGV Educational Broadcasting, Inc.
CC REGULAR

Date:	11/10/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval of awarded contract document with RGV Educational Broadcasting, Inc., reflecting the effective date of October 13, 2009 as approved by CC on 10-6-09 in connection with the taping and rebroadcast of Hidalgo County Commissioner Court and HCDD#1 meetings.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320

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

BUDGETARY IMPACT:

$28,000.00 available balance as of 11/06/09. Sufficient funding for end of year expenditures. rc

Attachments

Link: Contract

Link: Agenda Backup of 10-06-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 03:52 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 04:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/06/2009 04:49 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rocio Villarreal Started On: 11/06/2009 02:19 PM

Final Approval Date: 11/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-296-10-06

THIS CONTRACT is made and entered into this **13th** day of **October, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Educational Broadcasting, INC.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings"** (the "Service"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services **Hidalgo County** for a two (2) year term. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. 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 safety and efficiently provide the Services.

3. This Contract shall be for a period beginning October 13, 2009 and ending on October 12, 2011 and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all

persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **RGV Educational Broadcasting INC.**
Attn. Pedro Briseno
1701 Tenneessee Avenue
Harlingen, Texas 78550

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

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

By:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

"Record & Delay Broadcast of Hidalgo County" Commissioners' Court Meetings – Hidalgo County Bid No: 2009-296-07-29-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 3 page.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 5 pages.**
9. **Certification Regarding Debarment 1 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

1-8-09
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

July 13, 2009

RE: Hidalgo County
Request for Bids – "Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings"
Bid № 2009-296-07-29-YZV

Dear Gentlemen:

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

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-296-07-29	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"Record & Delay Broadcast of Hidalgo County Commissioners Court Meeting"

BID OPENING: JULY 29, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-296-07-29-YZV- Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings-Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 29, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-296-07-29-YZV- RFB-Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings – Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings- Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**JULY 29 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo

County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County

reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Record & Delay Broadcast of Hidalgo County Commissioners Court Meetings"
BID NO.: 2009-296-07-29-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

"EXHIBIT A"

Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings and other related Services
Hidalgo County
Bid No: 2009-296-07-29-YZV

REQUIREMENTS

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast the Hidalgo County Drainage District #1 Board of Directors and Commissioners' Court Meetings;

   a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2009. **This action made upon by Hidalgo County Commissioners Court on a yearly basis and may not follow current schedule**:

Week of the Month:	***Last Week of the Month***
Day of the Week:	Tuesday
Time of the day:	**1:30 p.m.**

   Hidalgo County Drainage District #1 holds meetings in accordance with Chapter 551, Texas Government Code; which are currently scheduled for 1:00 p.m. or otherwise directed by HCDD#1 on all Tuesdays *or as otherwise directed by HCDD #1.*

   b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Government Code; which currently are scheduled @ **1:30 p.m. or otherwise directed by Hidalgo County on all other Tuesdays or *as otherwise directed by Hidalgo County*.** However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. **All special meetings will follow the term of Commissioners' Court.**

2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.

3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

5. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.

6. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

7. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.

8. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.

9. Hidalgo's County Drainage District #1 and Commissioners Court meetings will be broadcast in their entirety.

10. In the event of a cancellation of an Hidalgo County Hidalgo County Drainage District #1 and/or Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via e-mail the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made *by Monica Badillo, Hidalgo County Court Administrator, phone: (956) 292-7025; Fax (956) 292-7034 to:*

_____.
Awarded Company

11. Hidalgo County will be provided the following copies:

    a) Five (5) DVD unedited copies (if produced)
    b) Five (5) DVD edited copies (if produced)
    c) Audio and Wave File

12. Hidalgo County Commissioners' Court meetings are to be broadcast Valley wide particularly in Hidalgo County.

13. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

    Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00

pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

Hidalgo County additionally requires an additional 30 minutes time allotment for Public Information Purposes on the 1st week of the month) to air on the same day of the week, between the hours of 7 PM to 10PM with 9:30 PM being the latest, throughout the term of the contract.

14. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Record and Delay Broadcast of Hidalgo County and Hidalgo County Commissioners' Court minutes and related Services" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the bid awarded as the Provider is the same as the one selected by Hidalgo County, the awarded bidder shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIEES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIREIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, JULY 22, 2009 BY 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, JULY 24, 2009 by 5:00 p.m.

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-296-07-29-YZV

BID PAGE

Program/Series:_____

Air Time:_____

Air Date Schedule:_____

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: $_____

B) 2nd Year Production Underwriting Price: $_____

C) 3rd Year Production Underwriting Price: $_____

D) Yearly Public Service Announcement Price : $_____

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone Nº_____Fax Nº_____Cell Nº_____

Authorized Signature:_____

Printed Name:_____

Title:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	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 EXP (Any one person)	$
					PERSONAL & 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 OCCURRENCE	$
					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.

SAMPLE

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "B"

BID PAGE

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-074-07-01-YZV

OPENED
9:58am
7/29/09
Witnessed

BID PAGE

Program/Series: "Hidalgo County Commissioner's Court Meetings"

Air Time: 8:00 p.m. to 10:00p.m.

Air Date Schedule: Thursday

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: $ 80,400.00

B) 2nd Year Production Underwriting Price: $ 84,420.00

C) 3rd Year Production Underwriting Price: $ 88,641.00

D) Yearly Public Service Announcement Price : $ -0-

Bidder/Company Name: RGV Educational Broadcasting Inc. KMBH DT-38

Address: 1701 Tennessee Avenue,

City/State/Zip Code: Harlingen, Texas 78550

Phone Nº 956-421-4111 Fax Nº 956-421-4150 Cell Nº 956-497-1082

Authorized Signature:

Printed Name: Pedro Briseno

Title: President/General Manager

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Certificate of Coverage

Date: 6/17/2009

Certificate Holder
Diocese of Brownsville
1910 E Elizabeth Street
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
RGV Educational Broadcasting, Inc.
PO Box 2147
Harlingen TX 78551
#7411

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property					
					Real & Personal Property	
	General Liability				General Aggregate	
					Products-Comp OP Agg	
☑	Occurrence	-0007	7-1-2009	7-1-2010	Personal & Adv Injury	
☐	Claims Made				Each Occurrence	1,000,000
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability					
					Each Occurrence	
	Other					
					Each Occurrence	

Description of Operations/Locations/Vehicles/Special Items
General Liability coverage only extends for claims arising out of the KMBH-TV/60 crew which records Commissioner's meetings every Tuesday of every month at the Hidalgo County Courthouse. The National Catholic Risk Retention Group participates in the limits outlined above through policy #RRG1001908.

Holder of Certificate

Additional Protected Person(s)

Hidalgo County
100 E Cano, 4th Floor
Edinburg TX 78539

0261000138

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Joseph T. Zwernemann

RM INSURANCE COMPANIES RENEWAL CERTIFICATE

BUSINESS AUTO COVERAGE FORM DECLARATION

arm Mutual Automobile Insurance Company

PO Box 799100
Dallas TX 75379

AT2 21AA -8558 A

000094
RGV EDUCATIONAL BROADCASTING INC
PO BOX 2147
HARLINGEN TX 78551-2147

POLICY NUMBER	113 9031-E12-53A
POLICY PERIOD MAY 12 2009 to NOV 12 2009 at 12:01 A.M., Standard Time at the address of the named insured as stated herein.	
DATE DUE	PLEASE PAY THIS AMOUNT
MAY 12 2009	$513.00

FORM OF BUSINESS: Corporation

ITEM THREE: SCHEDULE OF COVERED AUTO YOU OWN

COVERED AUTO	YEAR	MAKE	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER	CLASS	TERRITOR
1	2001	CHEVROLET		VAN	1GCGG25R811184242	011990 0	57

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS (Coverage Symbol-Coverage Name-Limit-Premium-Covered Auto Symbol)

COVERAGES		PREMIUMS			
See policy for explanation of coverages.		Vehicle 1			
AB	Liability - (symbol 7)	295.00			
	Bodily Injury 100,000/person, 300,000/accident	Included			
	Property Damage 100,000/accident	Included			
P1	Personal Injury Protection (see endorsement)	17.00			
	each person 2,500				
D	500 Deductible Comprehensive - (symbol 7)	66.00			
G	500 Deductible Collision - (symbol 7)	89.00			
U	Uninsured/Underinsured Motorists (see endorsement)	46.00			
	Bodily Injury 100,000/person, 300,000/accident	Included			
	Property Damage 50,000/accident (250 deductible)	Included			
	Total Premium Per Vehicle	$513.00			

Amount Due $513.

CONVENIENT PAYMENT OPTION: To use State Farm® 50-50 payment plan, submit one half of your premium plus a $2.00 handling charge. The balance will be due 60 days after your renewal date.

ENTERED
APR 16 2009
BY:

PAID
APR 17 2009
BY: 001252

Thanks for letting us serve you...

Agent TITO RESENDEZ

85 7179 1100

Countersigned: APR 07 2009

AI-17763 **25.A.4.**

KMBH Awarded Bid/Contract

CC REGULAR

Date: 10/06/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Requesting final determination by Commissioner's Court on the following options for rebroadcast air times, including, but not limited to:

1. Thursdays - from 8:00 - 10:00 p.m. which will not include any over-run of meeting; or,

2. Tuesdays - 10:00 p.m. with the guarantee that the meeting will be aired in it's entirety (i.e. even if over the two (2) hours); or,

3. Option to delete airing portions of Commissioner Court meeting (i.e. public forum, pledge, prayer, etc.) in order to complete both HCDD#1 and Commissioner Court meeting within the two (2) hour time slot proposed by KMBH on Thursdays from 8:00 - 10:00 p.m.;

b. Notification that current bid award to KMBH continues to rebroadcast meetings at 10:00 p.m. on Tuesday, until final contract document details Commissioners Court's date and air-time determination which will impose an effective date on new award of October 13, 2009 for new contract term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$33,500.00 available balance as of 10-02-09. rc

Attachments

Link: broadcasting back up
Link: broadcasting

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/01/2009 01:05 PM	APRV
2	Budget & Management	Erika Zamora	10/01/2009 01:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/02/2009 03:26 PM	APRV
4	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Nielda Cavazos Started On: 09/30/2009 09:29 AM
Final Approval Date: 10/02/2009

AI-18420 **26.B.1.**

Award of Bid - Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna -Hidalgo County Precinct No 1

CC REGULAR

Date:	11/10/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Recommending award of bid and approval of lease documents (approved as to form by legal counsel) to vendors meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 1-"Lease of Parcel for Citizen Collection Site(s) 1 in Mercedes and 1 in Donna" Bid No. 2009-215-10-14-ERT.

BACKGROUND

Vendor: Ray Jones sole bidder for "Mercedes, TX location"
Vendor: Richard Cohrs sole bidder for "Donna, TX location"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-441

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

BUDGETARY IMPACT:

PO #615227-Ray Jones-Amount available as of 11-6-09 $600.00
PO #615212-Richard Cohrs-Amount available as of 11-6-09 $350.00

2010 Adopted Budget for obj. 441 - $12,000.00; renewal lease contracts will be funded using 2010 funds as per Noe Montez, Pct. 1

Richard Cohrs contract #C-09-215A-11-10 base rent rate is $400.00 per month

Ray Jones contract #C-09-215-11-10 base rent is $350.00 per month.

Attachments

Link: Richard Cohrs Contract

Link: Ray Jones Contract

Link: MEMO RECOMMENDATION, PARTICIPATION LOG, BID TABULATION SHEET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 01:55 PM	APRV

2	Budget & Management	Erika Zamora	11/05/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/06/2009 03:49 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Eric Trevino Started On: 11/05/2009 09:20 AM

Final Approval Date: 11/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-09-215A-11-10

THIS LEASE is made and entered into by and between **Richard Cohrs**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for two (2) years commencing on **December 17, 2009** ("Commencement Date") and ending on **December 16, 2011** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

1.4 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.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of **$400.00** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at or other such other location or locations as Lessor shall from time to time

designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if

Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild

or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease the, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the

option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the

amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily

or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Richard Cohrs
P.O. Box 698
Donna, Texas 78537

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg,Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall

for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee 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).

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of _____, 2009.

LESSOR:

By:_____

ATTEST:

LESSEE:
HIDALGO COUNTY

_____
Arturo Guajardo, Jr., County Clerk

_____
Rene A. Ramirez, County Judge

Approved On Commissioners Court:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
DESCRIPTION OF PROPERTY

South Of FM 493 And Mile West, Donna, Texas
(½ Acre out of the North East Corner Of Lot 1 Block 31-La Donna Plat Subdivision, Donna Hidalgo County, Texas)

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PRECINCT NO 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN DONNA"
BID No: 2009-215-10-14-ERT
Bid Opening Date: October 14, 2009 at 9:30 AM

	Monthly Premium
The following fees are on a monthly basis only:	
Location A: South of FM 493 and Mile West, Donna, Texas	$ 400.00 xx
Location B: 1 Mile South of Business 83 on Mile 1 East, Mercedes, Texas	$ -0-

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: RICHARD COHRS

ADDRESS: PO BOX 1098

CITY/STATE/ZIP CODE: DONNA, TEXAS 78537

PHONE & FAX NO'S: (956) 464-5385 / (956) 464-3841

CELLULAR NO: (956) 330-1878

E-MAIL ADDRESS: JVONCORDES@aol.com

AUTHORIZED SIGNATURE: Richard N. Cohrs

PRINTED NAME: RICHARD COHRS

TITLE: OWNER

OPENED
9:53 am
10-14-09
Witnessed

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-09-215-11-10

THIS LEASE is made and entered into by and between **Ray Jones**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for two (2) years commencing on **December 6, 2009** ("Commencement Date") and ending on **December 5, 2011** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

1.4 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.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of **$350.00** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at or other such other location or locations as Lessor shall from time to time

designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if

Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild

or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease the, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the

option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the

amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily

or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Ray Jones
P.O. Box 565
Mercedes, Texas 78570

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg,Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall

for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only.

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee 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).

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____day of _____, 2009.

LESSOR:

By:_____

ATTEST:

LESSEE:
HIDALGO COUNTY

_____
Arturo Guajardo, Jr., County Clerk

_____
Rene A. Ramirez, County Judge

Approved On Commissioners Court:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
DESCRIPTION OF PROPERTY

1 Mile South Of Business 83 on Mile 1 East, Mercedes, Texas
(Lot 13, Blk 40 & Lot 9, Blk 67-SE Of Mercedes, Hidalgo Co. Tx)

EXHIBIT "B"
FEE SCHEDULE

OPENED
9:54am
10-14-09
Witnessed

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PRECINCT NO 1
"LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN DONNA"
BID No: 2009-215-10-14-ERT
Bid Opening Date: October 14, 2009 at 9:30 AM

Monthly Premium

The following fees are on a monthly basis only:

Location A: South of FM 493 and Mile West, Donna, Texas $

Location B: 1 Mile South of Business 83 on Mile 1 East, Mercedes, Texas $ 350.00

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: RAY JONES

ADDRESS: P.O. BOX 565

CITY/STATE/ZIP CODE: MERCEDES TX 78570

PHONE & FAX NO'S: (ph) 956-565-5490 ; (fax) 956-565-4116

CELLULAR NO: 956-454-6332

E-MAIL ADDRESS: RCJONES@NETZERO.NET

AUTHORIZED SIGNATURE:

PRINTED NAME: RAY JONES

TITLE OWNER

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: October 14, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-215-10-14-ERT
HIDALGO COUNTY PRECINCT NO 1 – LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN DONNA".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Friday, October 16, 2009 at 5:00 P.M. in order to place this item on the agenda for Commissioners Court Meeting, Tuesday, October 27, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Richard Collins	Sole Bidder (Location A)
2.) Ray Jones	Sole Bidder (Location B)
3.)	
Budget account # -	9-1100-432-00-121-001-0-441

Authorized Signature	Printed Name	Department	Date
	Noe Hinojosa	Pct #1	10/20/09

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: October 14, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PRECINCT NO 1- "LEASE OF PARCEL FOR CITIZEN COLLECTION SITE(S) 1 IN MERCEDES AND 1 IN DONNA".

BID NO.: 2009-215-10-14-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Ray Jones Attn: Ray Jones	EMR	ERT	09/28/09	P.O. Box 565 Mercedes, TX 78570 (956) 565-5490 office (956) 565-4116 fax rcjones@netzero.net
Richard Cohrs Attn: Jon Cohrs	EMR	ERT	09/28/09	P.O. Box 698 Donna, TX 78537 (956) 464-5385 office (956) 464-3841 fax jvoncordes@aol.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Precinct No 1			
BID OPENING DATE: October 14, 2009		**BID OPENING TIME: 9:30 A.M.**	
DESCRIPTION OF BID: "Lease of Parcel for Citizen Collection Sites 1 in Mercedes and 1 in Donna"			
BID NO: 2009-215-10-14-ERT		**BUYER: Eric Trevino**	
	NAME OF COMPANY	**Monthly Premium Location "A"**	**Monthly Premium Location "B"**
#1	**Ray Jones**	NO BID	**$350.00**
#2	**Richard Cohrs**	**$400.00**	NO BID

AI-18415 **26.C.1.**

Approval-Contract-Terracon for Construction Material Testing-Pct. #2
CC REGULAR

Date:	11/10/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Approval of final negotiated Construction Materials Testing Services contract on an as needed basis with Terrecon Consultants, Inc. for, "Precinct No. 2 Projects" as approved for negotiations by CC on 09/22/09.

BACKGROUND

One year term contract.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-334

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

BUDGETARY IMPACT:

available balance of $31,336.22 as of 11/06/09.

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 03:46 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:23 PM	APRV
3	Roland Garcia	Rolando Garcia	11/06/2009 04:29 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rocio Villarreal — Started On: 11/04/2009 04:39 PM

Final Approval Date: 11/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-09-418-11-10

THIS AGREEMENT is made effective the 10th day of November, 2009 by and between **HIDALGO COUNTY, TEXAS,** ("County") **Precinct No. 2** and Terracon Consultants, Inc. of Pharr, Texas, a Delaware Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 2 Projects;" **(ON A AS NEED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

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3. Term. This Agreement 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 Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) 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 for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

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Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. 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.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County. The County shall

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not reuse or make any modification to the documents, reports or other data prepared under this Agreement without prior written authorization of the Laboratory. Any unauthorized reuse of the documents, reports or other work prepared under this Agreement will be at the County's sole risk. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

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If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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,

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including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter

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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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County 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.

20. Entire Agreement. This Agreement 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 Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

21. Venue. 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.

22. Hold Harmless. In the event Laboratory should cause, directly, damage, loss, destruction, liability, or claims against the other party as a result of intentional misconduct or negligence, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional misconduct or negligence. This indemnification clause shall survive this

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Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

24. Notices. Expect 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 a 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 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Laboratory: Terracon Consultants, Inc.
Attention: Jorge Flores, P.G.
1506 Mid-Cities Drive
Pharr, Texas 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 addresses or, if mailed at such time as it is deposited in the United States mail.

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25. Executions 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 Agreement.

26. Binding Agreement. 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.

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

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

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EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

LABORATORY:
Terracon Consultants, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on 1/10/09

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

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

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EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

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EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

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EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

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Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

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EXHIBIT "C"

LABORATORY'S RATES

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2009 TERRACON SCHEDULE OF FEES
FOR
HIDALGO COUNTY PRECINCT NO. 2
FOR
CONSTRUCTION MATERIAL ENGINEERING AND TESTING CONSULTING SERVICES

Construction Materials Testing and Inspection Field Services

Pick-up concrete test specimens or sampling materials, per hour	$39.50
Field molding of concrete cylinders, slump, air content, and temperature measurements, per hour	$39.50
Concrete field monitoring & molding of cylinders, slump, air content, unit weight, & temperature measurements, per hour	$50.00
Concrete and asphalt, plant inspection, per hour	$50.00
Concrete or asphalt coring, per hour	$39.50
plus bit wear (length times diameter), per inch diameter	$2.00
plus generator, per day	$125.00
plus core rig and equipment, per day	$125.00
plus patching of holes, each	$39.50

Windsor probe or Swiss hammer testing

Senior engineering technician, per hour	$55.00
Graduate engineer, per hour	$75.00
Project engineer, per hour	$85.00
plus Windsor probe or Swiss hammer, day	$75.00
plus Windsor probe shots	Cost + 15%
In-place nuclear moisture-density testing, per hour	$38.00

Full Time Earthwork Monitoring

Engineering technician, per hour	$39.50
Senior engineering technician, per hour	$50.00
plus nuclear gauge, per day	$40.00
Field soil stabilization (lime or cement) monitoring, per hour	$50.00
plus nuclear gauge, per day	$40.00
Foundation installation monitoring, per hour	$50.00

Roofing installation monitoring

Per Roofing Consultant Contract Fees

Visual welding inspection and welder performance qualifications

Certified welding inspector, per hour	$85.00
NDE technician, per hour	$Cost + 15%
Reinforcing steel inspection, per hour,	$38.00
Radiographic examination:	
NDE technician, per hour	Cost + 15%
plus equipment, per day	Cost + 15%
plus film and supplies	Cost + 15%

Ultrasonic, magnetic particle & liquid penetrant examination

NDE technician, per hour	Cost + 15%
plus equipment, per day	Cost + 15%
plus supplies	Cost + 15%

Construction Materials Laboratory Testing Services

Particle size analysis

Sieve analysis through 200 sieve:	
Dry, each	$75.00
Washed, each	$105.00
Percent finer than 200 sieve:	
(washed, soil only), each	$60.00
Hydrometer analysis (includes 200 sieve), each	$120.00
Specific gravity and absorption (aggregate), each	$70.00
Dry-rodded weight, each	$30.00
Decantation, each	$30.00
Organic impurities test on fine aggregate, each	$30.00
Los Angeles abrasion (excludes preparation), each	$300.00
Testing of each aggregate type for concrete mix design or verification (includes gradation, fineness modulus, absorption, specific gravity, dry-rodded weight, and decantation), each	$300.00
Concrete mix verification, each	$300.00
Additional verifications with same aggregates, each	$110.00

Concrete mix design

Regular aggregate, each	$1,000.00
Lightweight aggregate, each	$1,200.00
Additional mixes with same aggregates, each	$350.00

Compression testing of concrete cylinders

Made during field monitoring (includes reserves not tested), each	$13.00
FOB laboratory (signed hand written report, minimum of 4 cylinders), each	$18.00
FOB laboratory (signed typed report, minimum of 4 cylinders), each	$25.00
Flexural testing of concrete beams, each	$35.00

Moisture-density relationship, Standard or modified Proctor

Soil (4" and 6" mold), each	$200.00
Soil with gravel, base materials (6" mold), each	$250.00
Soil, base material with chemical admixtures (6" mold), each	$300.00
Relative density (maximum and minimum), each	$200.00
Density of undisturbed soil samples, each	$10.00
Laboratory CBR tests (excludes moisture-density Relationship), each	$130.00
Texas triaxial series, each set	$1,200.00

Testing of bituminous materials

Mixing and molding of specimens (set of 3)	$150.00
Molding specimens only (set of 3)	$150.00
Specific gravity (set of 3)	$100.00

Stability (set of 3)	$100.00
Extraction/Gradation	$150.00
Maximum theoretical specific gravity	$100.00
Preparation of samples/materials will be charged for all laboratory tests when applicable at (per hour)	$50.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 15 percent for handling.

Note

A three (3) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

The following assumptions were used in preparing our fee schedule:

- We have assumed that contractors on the site will work a single shift, five day week schedule;
- The contractor will schedule testing services with 24 hours notice (7:30 AM to 5:00 PM, Monday through Friday) unless the service is on a full time basis;
- Invoices for the project will be submitted on a monthly basis;
- Services provided on Saturday, Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (7:00 AM to 6:00 PM, Monday through Friday) will be invoiced at 1.5 times the applicable rate.

EXHIBIT "D"

WORK AUTHORIZATION FORM

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EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Terracon Consultants, Inc._, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Laboratory 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)**

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PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)____ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Terracon Consultants, Inc.

_____

By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

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EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

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EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Terracon Consultants, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

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_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

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EXHIBIT "F"

CERTIFICATES OF INSURANCE

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EXHIBIT "F"

Certificate of Insurance

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AI-18395 **26.D.1.**

Purchase-New Heavy Machinery-Drainage Improvement Project-Pct. #3
CC REGULAR

Date:	11/10/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Acceptance and approval of proposal(s) received from Doggett Heavy Machinery Services, Ltd, Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for the purchase of the following Heavy Equipment in connection with:

a. One (1) New JD 644J Wheel Loader- $203,006.05 for the Drainage Improvement Project-#2009-462-OGG;

b. One (1) New Dynapac CP 142 Pneumatic Roller-$68,582.40 for Road & Bridge related projects-#2009-463-OGG;

c. One (1) New Dynapac CA 152D Smooth Drum Vibratory $115,621.60 for Road & Bridge related project-#2009-464-OGG;

proposal(s) include Buyboard's fees, warranties and delivery charges for a total of **$387,210.05.**

BACKGROUND

As requested by Pct. #3 Domingo Villarreal for use of Drainage Improvement Project and for Pct. #3 equipment.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-047-0-742

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

BUDGETARY IMPACT:

Refer to AI - 18438 transfer of funds on 11/10/09 CC with a total of $387,210.05.

Attachments

Link: Equip.

Link: Approved Pct. #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 03:37 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:11 PM	APRV
3	Perla Lopez	Perla Lopez	11/06/2009 09:35 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Oscar Garza

Started On: 11/04/2009 01:57 PM

Final Approval Date: 11/06/2009

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 10/30/09

Proposal for: BuyBoard Quotation

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400W. 13Th

City/St/Zip: Mission Texas 78572

Phone #: 956/585/4509 Fax #: _____

Cell #: _____ ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☐ SALE ☐ Finance ☐ Lease ☐ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	644J	New	Wheelloader	$ 300,698.00
				Cab/Air 3.5 Yd Bucket	
				Inventory Discount	$ (15,000.00)
				BuyBoard Dicount %27.5	$ (82,691.95)
				BuyBoard Contracr# 268-07	
				Total Selling Price Units (All) :	$ 203,006.05
				Stock Number : Extended Warranty :	$ -

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 24 Hours: 2500

Notes / *Other

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 203,006.05
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 203,006.05
Monthly Payments:		

Physical Address: _____

Salesman : RUDY LLAMAS

Customer : _____

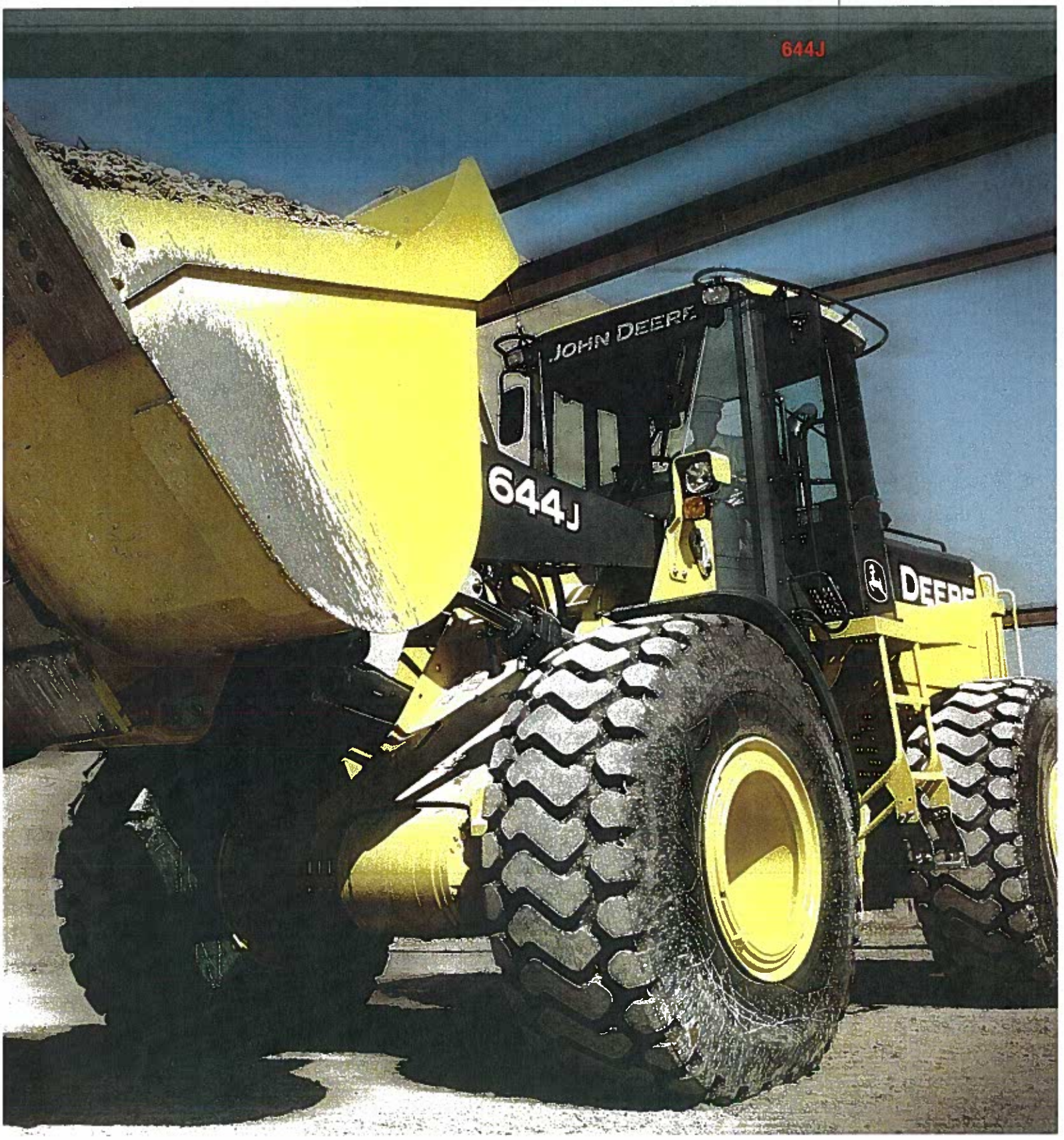
05/15/08

225 SAE NET HORSEPOWER

JOHN DEERE

J

LOADER



JOHN DEERE

Equipment Details

Prepared For: Joe Flores
Iowa & 107Rd
Mission, Texas 78574
Phone: 056/585/4509
Email: rudyllamas@doggettmachinery.com

Dealership: Rudy Llamas
DOGGETT HEAVY MACH SERV LLC
705 E NOLANA LOOP
PHARR, TX 785779535
Phone: 9567870001
Email: rudyllamas@doggettmachinery.com

Date October 30, 2009

Offer Expires: 11/27/09

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra. Some additional charges may apply.

All amounts are displayed in USD

644J LOADER

Code	Description	Qty	List Price
7660T	644K LOADER		$265,143.00
	Options		
	Required Items:		
0810	644K Standard Gathering Group	1	In Base Price
	Includes: Main Counterweight Rear Hanging Step Rear HD lights Fuel Tank and Lines Labels and Trim		
1010	644K Loader	1	In Base Price
2010	Z-BAR with Standard Greased Pin Joints	1	In Base Price
2432	3 Function -- Joystick with FNR and 3rd Function Auxiliary Control Lever	1	$2,422.00
	1 lever controls both boom and bucket and 2nd lever controls auxiliary functions.		

	Includes auxiliary hydraulic lines to boom cross tube. Requires code 2120 Conventional Steering.		
2120	Steering Wheel Only	1	In Base Price
	Steering Wheel remains without Joystick Steering. Requires code 2220 or 2230 Seat.		
8422	ROPS Quiet Cab with Air Conditioning	1	$11,098.00
	Includes: Air conditioner Heater Defroster and pressurizer Front and rear intermittent windshield wipers and washers (1) inside and (2) outside rear view mirrors Left and right rear side windows open 2.5" (65 mm) for ventilation Sun visor		
2220	Standard Fabric, Back Rest Extension, Air Suspension Seat for Conventional Steering	1	In Base Price
	Seat includes full adjustment, Lumbar and Air Suspension with full dampening cabability.		
2510	Ride Control	1	$4,386.00
	Code 9410 Guards are recommended in applications where underside is vulnerable.		
1110	4-Speed Transmission	1	In Base Price
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1	In Base Price
3120	Manual Axle Differential Lock	1	In Base Price
4610	23.5R25 L3 1 Star Radial Tires with 3 pc. Rims	1	In Base Price
5550	Full Front and Rear Fenders For Muddy Applications	1	$3,037.00
5320	Less Tire Pressure Monitoring System	1	In Base Price
7110	Turn Signal and Marker Lights	1	In Base Price
	Optional Items:		
8550	Bucket Pins Less Bucket	1	$490.00
	When installing attachments that are heavier than 5100lbs (standard z-bar) or 3825lbs (high lift), it is strongly recommended field kit AT361146 be installed. This field kit allows control over the dump speed and protects the linkage components from damage with large attachments.		
8760	4.25 Cu. Yd. (3.3 Cu. M.) General Purpose Bucket with Bolt-on Cutting Edge	1	$9,530.00
9030	Centrifugal Engine Air Pre-Cleaner	1	$554.00
9055	Automatic Reversing Fan Drive	1	$1,261.00
	Reversible fan is automatic with adjustable timer. Requires Code 9030 Centrifugal PreCleaner.		
9410	Transmission and Bottom Guards with Level 2 Sound Package included	1	$2,167.00
	Code 9410 Guards are recommended in applications where underside is vulnerable.		
AT337116	AM/FM/WB Radio with CD Player	1	$610.00
	Includes speakers, wiring, 24 Volt to 12 Volt - 10 Amp Converter and antenna.		

Configuration Total:	**$300,698.00**

Summary

All amounts are displayed in USD

Additional Charges

Freight:	+/-	$0.00
Setup & Delivery:	+/-	$0.00
Discounts:TASB % 27.5	+/-	($82,691.95)
Trade In Allowance:	+/-	$0.00
Extended Warranty:	+/-	$0.00
Taxes:	+/-	$0.00
Total Additional Charges:		**($82,691.95)**

Additional Information

TASB SELL

Customer Comments

Total Delivered Price:	**1**	**$218,006.05**

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra. Some additional charges may apply.

DOGGETT HEAVY MACHINERY SERVICES, LTD.

#1	#2	#3	#4
PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 10/30/09

Proposal for: BuyBoard Quotation

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400W. 13Th

City/St/Zip: Mission Texas 78572

Phone #: 956/585/4509 Fax #: _____

Cell #: Oscar 318/2626 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☐ SALE ☐ Finance ☐ Lease ☐ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: 20 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	Dynap	CP 142	New	Pneumatic Roller	$ 85,728.00
				Extra/Counterweight	
				BuyBoard Discount 20%	$ (17,145.60)
				BuyBoard Contract# 268-07	
				Total Selling Price Units (All) :	$ 68,582.40
				Stock Number : Extended Warranty :	$ -

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☐ EPT + Hyd ☐ EPT

Term: Months: 24 Hours: 2500

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 68,582.40
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 68,582.40
Monthly Payments:		_____

Notes / *Other

Physical Address: _____

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

DYNAPAC

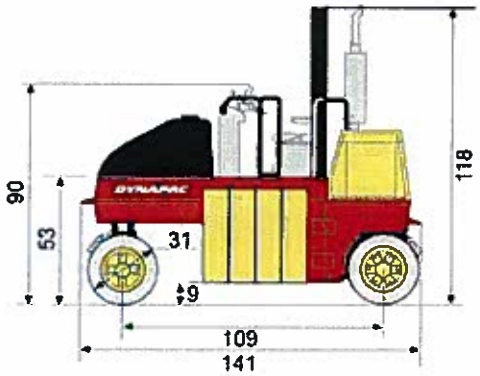
Part of the Atlas Copco Group

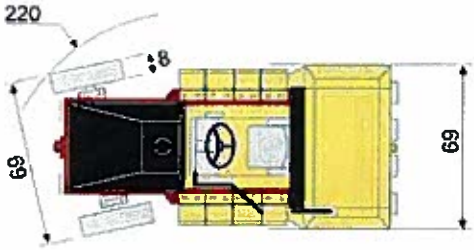
CP142

Pneumatic Tire Roller



Technical data





Traction	
Transmission	Hydrostatic, direct drive motors at rear tires
Speed low/high (mph)	6/12
Theor. gradeability (%)	31
Compaction	
Rolling width (in)	69
Tyre overlap (in)	0.5
Wheel loads (lbs)	
- without ballast	1,475
- with 2 ballast boxes	1,960
- with 4 ballast boxes	2,445
- with 6 ballast boxes	2,930
- with 8 ballast boxes	3,440
Tyre type (14 ply)	7.50-15
Number of tires	5 front, 4 rear
Wheel oscillation (°)	±3
Water spray system	
- type	Pressurized, electric pump
- tank capacity	500
- spray nozzle	one per tire
Engine	
Model (Turbo Diesel)	Cummins QSB 3.3L
Type	Water cooled
Rated power, SAE J1995, at 2,200 rpm, rpm ,hp	99
Fuel tank capacity (gals)	37
Electrical system (volt)	12
Traction	
Service	Hydrost. braking on drive wheels (rear)
Parking-/Secondary brake	Spring-applied on drive wheels (rear).
Weights (lbs)	
Operating mass (incl. ROPS)	13,230
- with 2 ballast boxes	17,640
- with 4 ballast boxes	22,050
- with 6 ballast boxes (standard)	26,460
- with 8 ballast boxes (option)	30,870

Standard Equipment

Back-up alarm; Ballast boxes (6 boxes); Documentation (Manuals), one set; Dual scrapers with cocoa mats; Fuel level gauge; Horn; Hour meter; Lifting points; Main battery switch; Neutral start arrangement; Operator seat with armrest; Pressurised sprinkler system; Tie down points; Tool box; Tyres, 14 ply; Vandal cover for instrument panel; Warning light - Air cleaner; Warning light - Brake; Warning light - Engine oil pressure; Warning light - Engine oil temperature; Warning light - Hydraulic fluid filter; Warning light - Hydraulic fluid tem-

DOGGETT HEAVY MACHINERY SERVICES, LTD.

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Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 10/30/09

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400W. 13Th

City/St/Zip: Mission Texas 78572

Phone #: 956/585/4509 Fax #: _____

Cell #: Oscar 318/2626 ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

Proposal for: BuyBoard Quotation

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☐ SALE ☐ Finance ☐ Lease ☐ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	Dynap	CA 152D	New	Smooth Drum Vibratory	$ 144,527.00
				Cab/Air Pad Foot ShellKit	
				BuyBoard Dicount 20%	$ (28,905.40)
				BuyBoard Contract # 268-07	
				Total Selling Price Units (All) :	$ 115,621.60
				Stock Number : Extended Warranty :	$ -

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☐ EPT + Hyd ☐ EPT

Term: Months: 24 Hours: 2500

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 115,621.60
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 115,621.60
Monthly Payments:		_____

Notes / *Other

Physical Address: _____

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

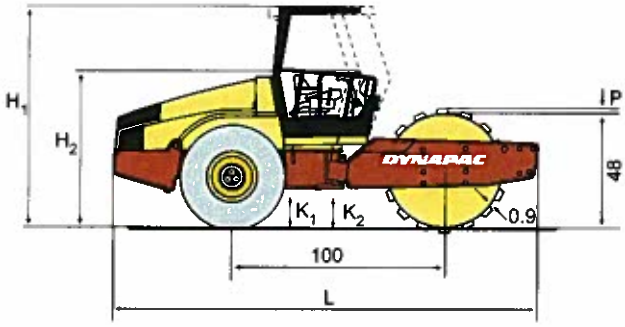
DYNAPAC

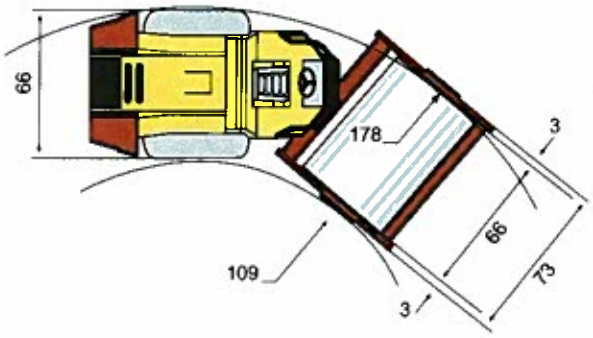
CA152

Single Drum Soil Compactor



Technical data





Weights (lbs)	CA 152	CA 152D	CA 152PD
Max. operating weight	20,065	20,285	19,405
Operating weight (incl. ROPS)	15,990	16,200	16,980
Front module weight	7,940	8,150	8,930
Rear module weight	8,050	8,050	8,050

Traction	CA152	CA152 D	CA152 PD
Speed range (mph)	0 - 12	0 - 6	0 - 4
Number of pads	-	-	132
Pad area (sq. in)	-	-	13
Vertical oscillation (°)	±9	±9	±9
Steering angle (°)	±38	±38	±38
Tire size (8 ply)	420/70 B24	420/70 B24	420/70 B24
Theor. gradeability (%)	40	55	55

Compaction	CA152	CA152 D	CA152 PD
Static linear load (pli)	120	123	-
Nominal amplitude, high/low (in)	0.066/0.033	0.066/0.033	0.068/0.034
Vibration frequency, at high/low amplitude (vpm)	1,860/2,580	1,860/2,580	1,860/2,580
Centrifugal force at high/low amplitude (lb)	25,650/24,525	25,650/24,525	32,175/30,600

Dimensions (in)	CA152	CA152 D	CA152 PD
H_1	112	112	113
H_2	81	81	81
K_1	13	13	13
K_2	14	14	16
L	188	188	192
P	-	-	3

Engine

Model	Cummins B4.5T
Type	Water cooled Turbo Diesel
Rated power, SAE J1995, @ 2,200 rpm, hp	99
Fuel tank capacity (gals)	59

Standard equipment

- Adjustable seat
- Brake release system for towing
- Filler caps, vandal protected
- Fuel gauge
- Horn
- Hourmeter
- Hydraulic pressure check points
- Lifting points
- Limited slip, rear axle
- Lockable engine hood
- Lockable instrument panel cover
- Main battery switch
- ROPS/FOPS
- Rubber mounted operators platform
- Vibration, high/low amplitude
- Vibration, quick stop
- Warning-/Service indicators
- 3" seat belt

Hydraulic system

Driving	Axial piston pump with variable displacement. Axial piston motor with variable displacement. Radial piston motor with constant displacement (D, PD).
Vibration	Axial piston pump with variable displacement. Axial piston motor with constant displacement.
Steering	Gear pump with constant displacement.
Service brake	Hydrostatic in forward and reverse lever.
Parking-/	Failsafe multidisc brake in rear axle.
Emergency brake	Failsafe multidisc brake in front drum motor (D,PD).

Dynapac Compaction, Paving & Milling, P.O. Box 615, Schertz, TX 78154, USA, Phone: +1 210 474 5770, Fax: +1 210 474 5750
Dynapac Canada, 4050 B, Sladeview Crescent Mississauga, Ontario, L5LSY5, Canada, Phone: +1 905 607 1170, Fax: +1 905 607 7921
Dynapac Compaction Equipment AB, Box 504, SE-371 23 Karlskrona, Sweden, Phone: +46 455 30 60 00, Fax: +46 455 30 60 30

We reserve the right to change specifications without notice. Photos and illustrations do not always show standard versions of machines.
The above information is a general description only, is not guaranteed and contains no warranties of any kind.

www.dynapac.com

V515ZUSS • March 2005 • Printed in Sweden on chlorine-free paper • Kasernstryckeriet, Karlskrona.

MEMORANDUM

To: Joe Flores
HC Commissioner Pct. #3

via fax: 585-2375
via: norma.ceballos@co.hidalgo.tx.us

From: Oscar Garza, Procurement Specialist

Date: **November 4, 2009**

Re: Bid No. 2009- -Approval of specifications for:
(1.) # 09-462 "One (1) New JD 644J Loader" 203,006.05
(2.) #09-463 " Dynapac CP 142 Pneumatic Roller" 68,582.40
(3.) #09-464 "Dynapac CP152D Smooth Drum Vibratory" 115,621.60

Please review the following **Quotes** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT
#: 9-1339-431-00-123-049-0-742 For JD 644J Loader $203,006.05

#: For Pne Roller & Smooth Drum Vibratory (Pending Funding)

D. Ramon Ramon 11/04/09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Thursday 05, 2009 at 10:30 AM.

Enclosures

Notes: Oscar, I am waiting for confirmation of funding source on the pneumatic roller and smooth drum vibratory. As soon as I am given that info, I will forward to you

DOGGETT HEAVY MACHINERY SERVICES, LTD.

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PHARR TX	CORPUS CHRISTI, TX	BROWNSVILLE,TX	VICTORIA, TX
705 E. Nolana, 78589	433 Flato Rd. 78405	5994 E. 14TH St. 78520	6812 N. US 59, 77905
(956) 787-0001	Box 4918, 78469	(956) 831-9377	(361) 570-6666
Fax(956) 787-0055	(361) 289-0727	Fax (956) 831-7421	(361) 570-6688
	Fax (361) 289-7229		

Store #: 1 Date: 10/30/09 Proposal for: BuyBoard Quotation

Acct #: _____ Tax / SS #: _____

Business: Hidalgo County Pct # 3

Individual: Joe Flores

Address: 400W. 13Th

City/St/Zip: Mission Texas 78572

Phone #: 956/585/4509 Fax #: _____

Cell #: _____ ☐ Corp. ☐ LLC ☐ Pard. ☐ Ind.

PO #: Saul 607/5647 Job #: _____

☐ RENTAL ☐ Month/s ☐ Week/s ☐ Days

Start Date: _____ Rate $: _____

Delivery $: _____ Pick-up $: _____

Payment: ☐ P. P. ☐ Cash ☐ Other *

Taxable: ☐ Yes ☐ No

☐ SALE ☐ Finance ☐ Lease ☐ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	JD	644J	New	Wheelloader	$ 300,698.00
				Cab/Air 3.5 Yd Bucket	
				Inventory Discount	$ (15,000.00)
				BuyBoard Dicount %27.5	$ (82,691.95)
				BuyBoard Contracr# 268-07	
				Total Selling Price Units (All) :	$ 203,006.05
				Stock Number : Extended Warranty :	$ -

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☒ EPT + Hyd ☐ EPT

Term: Months: 24 Hours: 2500

Notes / *Other

Physical Address: _____

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 203,006.05
Ad valorem Tax:	0.00000%	$ -
Sales / Fuel Tax:	0.00%	$ -
Less Down Payment :		$ -
Total Amount To Finance Or Pay Cash :		$ 203,006.05
Monthly Payments:		

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

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Taxable: ☐ Yes ☐ No

☐ SALE ☐ Finance ☐ Lease ☐ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: _____ Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	Dynap	CA 152D	New	Smooth Drum Vibratory	$ 144,527.00
				Cab/Air Pad Foot ShellKit	
				BuyBoard Dicount 20%	$ (28,905.40)
				BuyBoard Contract # 268-07	
				Total Selling Price Units (All) :	$ 115,621.60
				Stock Number : Extended Warranty :	$ -

WARRANTY

☐ Extended ☒ New ☐ Other*

☐ Full Machine ☐ EPT + Hyd ☐ EPT

Term: Months: 24 Hours: 2500

Notes / *Other

Physical Address: _____

Less Applicable Rent :		$ -
Less Trade-in Value :		$ -
Taxable Amount :		$ 115,621.60
Ad valorem Tax:	0.00000%	$ -
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☐ SALE ☐ Finance ☐ Lease ☐ Cash

Term: ☐ Months ☐ % Rate ☐ Other*

Proposal good for: 20 Days

QUOTATION BELOW SUBJECT TO APPLICABLE TAXES

Qty	Make	Model	Serial No.	Description of Equipment / Include HOURS & YEAR Model	Sale Price of Unit/s
	Dynap	CP 142	New	Pneumatic Roller	$ 85,728.00
				Extra/Counterweight	
				BuyBoard Discount 20%	$ (17,145.60)
				BuyBoard Contract# 268-07	
				Total Selling Price Units (All) :	$ 68,582.40
				Stock Number : Extended Warranty :	$ -

WARRANTY

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☐ Full Machine ☐ EPT + Hyd ☐ EPT

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Total Amount To Finance Or Pay Cash :		$ 68,582.40
Monthly Payments:		_____

Notes / *Other

Physical Address: _____

Salesman : RUDY LLAMAS

Customer : _____

05/15/08

AI-18406 **26.E.1.**

Pct. 2 & 4 - Professional Appraisal Service Agreement - Leonel Garza Jr. & Associates,LLC

CC REGULAR

Date:	11/10/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Requesting approval of a professional appraisal services agreement (approved as to form by legal counsel) with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct Nos. 2 & 4 "on an as needed basis" and (as selected for negotiations through County's protocol from the "POOL" of Appraisers by C.C. on 10/6 & 10/13).

BACKGROUND

Contract Document (approved as to form by legal counsel)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Per Yoli (Pct 2) account #s may vary once projects are assigned "on an as needed basis"...(depending on the project)

Per Jr. (Pct 4) also, account #s may vary once projects are assigned "on an as needed basis"...(depending on the project)

possible object codes are 711, 719 & 733

Attachments

Link: Professional Appraisal Service Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 12:24 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:15 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/06/2009 10:00 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Letty Saenz

Started On: 11/04/2009 04:10 PM

Final Approval Date: 11/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-435-11-10

THIS AGREEMENT is made effective the **10th** day of **November, 2009**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4***; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for"Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ),and

WHEREAS, County has determined that the services of "Professional Appraiser" are sometimes necessary to carry out the required appraisal activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional right-of-way appraiser to assist the County by providing appraisal services; and

WHEREAS, the County has selected the Appraiser to provide appraisal services within the County of Hidalgo, Texas through its procured approved pool of Appraisers.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Appraiser do mutually agree as follows:

1. **Scope of Services.** Appraiser agrees to provide to County ***The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4*** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Appraiser." ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOD. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Non-Exclusive Services of Appraiser.** Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. **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 Appraiser will not begin work or incur costs until authorized in writing by the County for each purchase order.

4. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. 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. Appraiser 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 Appraiser shall be mailed to the address shown in numbeed paragraph 21, hereof.

5. Progress. Upon acceptance of a purchase order, the Appraiser shall undertake and complete the authorized work. The County or the Appraiser can request conferences to be provided at the Appraiser's office, the office of the County, or at other agreed upon locations.

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 Appraiser, or a subcontractor, the Appraiser shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the perfomance 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 Appraiser unless the County finds the proposed amendment necessary to complete the work authorizedherein. 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 Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser 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 Appraiser 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 Appraiser or furnished to the Appraiser 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 Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser 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. County 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. Appraiser 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 "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of 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. 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.

16. 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 Appraiser, and not otherwise.

17. 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.

18. Hold Harmless. In the event Appraiser 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, Appraiser 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 Appraiser'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 beomes necessary.

19. 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.

20. 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 Appraiser:	Leonel Garza, Jr.& Associates, LLC Attn: Leonel Garza, III, Co-Owner/Primary R.E.A. 1419 Dove, Suite 1 McAllen, Texas 78504

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.

21. 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.

22. 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.

23. 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 whenevеand as often as may be appropriate

24. Authority. The execution and performance of this Contract by County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforœable obligations of County and Appraiser in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2009.

APPROVED AS TO FORM:

By:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Rene A. Ramirez, County Judge

APPRAISER:
Leonel Garza, Jr. & Associates, LLC

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be provided by Appraiser
for
Hidalgo County Precinct Nos. 2 & 4

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Leticia Saenz	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext 4861	**Date Submitted:**	October 26, 2009
Re:	**Appraisal Proposal – Precinct No. 2 & 4**	**CC:**	

Mrs. Saenz:

As per e-mail from Leticia H. Saenz on October 23, 2009, our office is pleased to present our bid proposal for appraising various projects (on an as needed basis) within the Hidalgo County Precinct # 2 & 4. The Fair Market Value Appraisals in connection with the Acquisition of Land, Rights of Way, Easements, Condemnations and Disposition of County Owned Property, located within Hidalgo County Precinct No. 2 and Hidalgo County Precinct 4. The appraisal reports shall be based on the Texas Department of Transportation & County of Hidalgo requirements as follows:

Appraisal Report Cost	**= $ 2,000.00 Per Parcel** Included Per Parcel: (4) Original Appraisal Reports
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the Hidalgo County Precinct # 2 & Hidalgo County Precinct # 4 Department and or other County agencies involved in the project.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates LLC.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***(Plus Expenses)*** (Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.)

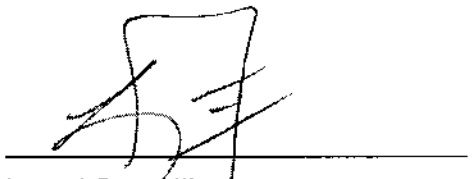
October 26, 2009

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the Hidalgo Precinct No. 2 & Hidalgo County Precinct 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4 as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4 prior to acceptance of the request.

Due to the urgency of the project, the following items shall be required to expedite the project as soon as possible:

1. Physical Address of the Subject Property or Directions
2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "B"

Fee Schedule
for
Hidalgo County Precinct Nos. 2 & 4

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@aol.com
Office (956) 687-7295 Fax (956) 687-9236

Leonel Garza Jr. & Associates LLC

Proposal For Appraisal Services

To:	Hidalgo County Purchasing Department C/o: Leticia Saenz	**From:**	Leonel Garza III
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext 4861	**Date Submitted:**	October 26, 2009
Re:	**Appraisal Proposal – Precinct No. 2 & 4**	**CC:**	

Mrs. Saenz:

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October 26, 2009

The appraisal report is for the purpose of establishing the market value of the fee simple estate of the various properties and to be used for either the purchase or selling of specific properties deemed by the Hidalgo Precinct No. 2 & Hidalgo County Precinct 4. An appraisal report, which details the scope of our analysis, assumptions & limiting conditions, and certification shall be included with each report adhering to the standards required by state law. I (Leonel Garza III) shall personally inspect each of the subject properties and study and analyze all factors pertinent to the estimate of market value as per date of appraisal. The report shall not reflect any loss or damage to business interest and or going concern to the subject property. This deadline will be established by the Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4 as outlined in the bid request. However, it is also acknowledge that additional time may be required for complex properties of which comparable sales are difficult to locate additional time may be required. This will be discussed with the Hidalgo County Precinct No. 2 and Hidalgo County Precinct No. 4 prior to acceptance of the request.

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2. Legal Description and Metes & Bounds
3. Site Plan or Survey (If Available)
4. Name of Current Owner or Entity Property Is Listed Under
5. Contact Person (To Make Inspection Arrangements)
6. Rent Rolls (If Applicable)
7. Sales Contracts (If Applicable)

If you have any questions about this report or if any item needs clarification please call (956) 687-7295 or via email leonel3@aol.com. Please sign and fax back the first two pages of this report upon acceptance of this proposal. Thank you for the opportunity.



Leonel Garza III
State Certified Real Estate Appraiser
TX-1328375-General
Leonel Garza Jr. & Associates LLC

_____
(Please Sign Here Upon Acceptance)

_____
(Please Print Name)

_____
Date of Acceptance

EXHIBIT "C"

Insurance Requirements

Client#: 6058 LEONGAR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/09

PRODUCER
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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
Leonel Garza Jr & Associates LLC
1419 Dove Suite #1
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty	19348
INSURER B: HCC Specialty Insurance	
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	PAS42769324	11/14/08	11/14/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
B		OTHER Professional Liability	S70710200	04/10/2009	04/10/2010	$1,000,000	

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

CERTIFICATE HOLDER

Skanska
1720 East Harrison Blvd
Harlingen, TX 78550

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
Brian E. Lewis

© ACORD CORPORATION 1988

AI-18440 **26.F.1.**

Recind CC Action of 9-29-09 and Request Authority to Advertise

CC REGULAR

Date:	11/10/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Budget & Management

Information

CAPTION

a. Requesting to rescind agenda item AI-17577 approved by CC on 9-29-09 for the purchase of maintenance management software with annual priority support, training and travel expenses in the amount of $11,505.00 inasmuch as vendor Micro-Main Corp.(although a DIR awarded contractor) does not have these specific items awarded under that specific contract;

b. Requesting authority to advertise a sealed procurement for the acquisition of a: Manangement Software, Annual Support and Training Services for the Hidalgo County Facilities Management Department in connection with automating work orders, scheduled preventive maintenance, asset histories, inventory/budget control, fleet managment, etc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-747

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

BUDGETARY IMPACT:

No budgetary impact; Requesting to rescind AI 17577 (Requisition No. 164603).

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Nielda Cavazos	11/06/2009 10:13 AM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 10:19 AM	APRV
3	Olga Garza	Olga Garza	11/06/2009 11:45 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Marty Salazar — Started On: 11/06/2009 09:34 AM

Final Approval Date: 11/06/2009

Requisition
BUDGET OFFICER

Req # 00164603
PO #
Date: 10/21/09

Bill To: x
x

Vendor : 373907
MICROMAIN CORPORATION
5100 BEE CAVES RD
AUSTIN TX 78746
FAX (512)328-5942

Ship To: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: ANGELA GARCIA
956-292-7025

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	EACH	MICROMAIN MAINTENANCE MANAGEMENT v7.2 - 1 DATABASE LICENSE & 3 CLIENT LICENSES	1,250.00	3,750.00
1.00	EACH	MICROMAIN WEB REQUEST v7.2	3,000.00	3,000.00
1.00	EACH	ANNUAL PRIORITY SUPPORT SUBSCRIPTION (TECH SUPPORT & UPGRADES)	1,440.00	1,440.00
1.00	EACH	SHIPPING & HANDLING CHARGES	20.00	20.00
1.00	EACH	3 DAY ONSITE TRAINING & IMPLEMENTATION	3,295.00	3,295.00
1.00		THIS QUOTE IS FOR 3 CLIENT LICENSES OF MICROMAIN MAINTENANCE SOFTWARE AND UNLIMITED USERS OF THE WEB REQUEST MODUEL. THE ANNUAL PRIORITY SUPPORT SUBSCRIPTION IS GOOD FOR 1 YEAR OF TECHNICAL SUPPORT AND UPGRADES.		.00
		Account No	Encumbrance	
		9-1100-419-40-220-001-0-747	11,505.00	
			Freight	.00
			Total	11,505.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Wednesday

Sandy 514/463-9324

DIR Kelly Stennett 512-463-7236

Authorized By: _____

AI-17577 **24.E.1.**

Purchase of Maintenance Management Software for Facilities Management Department
CC REGULAR

Date: 09/29/2009
Submitted By: Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Purchasing Department **Purchasing only:** Budget & Management

Information

CAPTION

a. Approval to purchase Maintenance Management Software with Annual Priority Support ($8,210.00) and Training Services (three days-$3,295.00 + travel expenses) through Hidalgo County's membership/participation with Texas Procurement And Support Services (TPASS) awarded vendor "MicroMain Corporation-TXMAS-5-700200" in connection with Hidalgo County's Facilities Management Department Organizational Realignment in connection with automating work orders, scheduled preventive maintenance, asset histories, inventory /budget control, fleet management, etc.;

b. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with Department of Information Resources (DIR) awarded vendor "Dell - DIR-SDD-890-TX" to support the above mentioned software system in the amount of $1,244.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-747
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Refer to agenda item #17581 (transfer $12,705.00).

Attachments

Link: Maintenance Management Software Quote
Link: TXMAS Price List
Link: Dell Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/25/2009 01:22 PM	APRV
2	Budget & Management	Erika Zamora	09/25/2009 02:23 PM	APRV
3	Olga Garza	Olga Garza	09/25/2009 04:29 PM	APRV
4	Auditor's Office		09/25/2009 05:15 PM	NEW

Form Started By: Karina Cardoza Started On: 09/17/2009 02:44 PM
Final Approval Date: 09/25/2009

MICROMAIN CORPORATION

TXMAS TXMAS-5-700200

MicroMain

(Customer Hosted)

SIN	Part Number	Product	Price
SIN 132-33 FSC Class 7030	**A00-XM-710-1S1C**	MicroMain XM (Access) - Server License and 3 Client Licenses. Maintenance management software. Open source code included at no additional charge.	$3750.00
SIN 132-33 FSC Class 7030	**S00-XM-710-1S1C**	MicroMain XM Enterprise (SQL) - Server License and 5 Client Licenses. Maintenance management software. Open source code included at no additional charge.	$9375.00
SIN 132-33 FSC Class 7030	**CM-A03-700-1S1C**	MicroMain CM (Access) - Server License and 1 Client License. Capital planning software. Open source code included at no additional charge.	$2250.00
SIN 132-33 FSC Class 7030	**CM-S00-700-1S1C**	MicroMain CM Enterprise (SQL) - Server License and 1 Client License. Capital planning software. Open source code included at no additional charge.	$3750.00
SIN 132-33 FSC Class 7030	**FM-A00-610-1S1C**	MicroMain FM (Access) - Server License and 1 Client License. Facility management software. Open source code included at no additional charge.	$1875.00
SIN 132-33 FSC Class 7030	**FM-S00-610-1S1C**	MicroMain FM Enterprise (SQL) - Server License and 1 Client License. Facility management software. Open source code included at no additional charge.	$3750.00

MICROMAIN CORPORATION

September 17, 2009

Karina Cardoza
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, TX 78539

Quote ID: 6677

Email: karina.cardoza@co.hidalgo.tx.us

Dear Karina,

We are pleased to present this quote for asset and facility management software and services. MicroMain provides the most comprehensive, easiest-to-use software on the market today--at an affordable price.

Description	Quantity	Price		Subtotal
MicroMain Maintenance Management v7.2 - 1 Database License and 3 Client Licenses	1	$5,000.00	($1,250.00)	$3,750.00
MicroMain Web Request v7.2	1	$3,000.00		$3,000.00
Annual Priority Support Subscription (Tech Support & Upgrades)	1	$1,440.00		$1,440.00
Shipping and Handling Charges	1	$20.00		$20.00
		Total Quote for Products and Services		$8,210.00

This quote is for 3 client licenses of MicroMain Maintenance software and unlimited users of the Web Request module. The Annual Priority Support Subscription is good for 1 year of technical support and upgrades. We have a variety of training options to choose from:

2-day in-house training - $995.00 per person plus travel expenses
3-day onsite training and implementation - $3295.00 plus travel expenses
4-day onsite training and implementation - $3995.00 plus travel expenses
5-day onsite training and implementation - $4995.00 plus travel expenses
2 - 2 hour online training sessions - $649.00

Please call me at 888-888-1600 x131 if you have any questions or want pricing on any other products or services.

Thank you,
Steven Dooley
Regional Account Manager
888-888-1600 x131
stevend@micromain.com

This quote valid through 9/30/2009 5:30:00 PM
Prices are in U.S. Dollars

5100 Bee Caves Road, Austin, TX 78746-5221
Sales: 888-888-1600 Technical Support: 888-888-1300
Direct: 512-328-3235 Fax: 512-328-5942
Web Site: www.micromain.com Email: info@micromain.com

Microsoft CERTIFIED Partner

Show Header Print Hide Envelope

From: Karen Roller Add to Address Book
To: tanya.delira@co.hidalgo.tx.us
CC: Steven Dooley
Date: Friday, October 23, 2009 1:30:33 PM
Subject: MicroMain and TXMAS

Tanya,

DIR took over TXMAS - you can read about the change at http://www.dir.state.tx.us/store/commodity/cisv-txmas.htm

Scroll down on the page and you will see **MicroMain** as a TXMAS vendor.

Click the link for MicroMain TXMAS and you will go to this MicroMain page - http://www.micromain.com/TXMAS.html On that page you will see the published contract pricing (which reflects the quote sent to County of Hidalgo).

I apologize for the confusion since DIR took over TXMAS. Please contact me if you have any questions.

Karen

Karen Roller
Vice President of Services
MicroMain Corporation
512-328-3235 x115
karenr@micromain.com
www.micromain.com

AI-18151 **26.G.1.**

Change Order No.1 Citriana Village Subdivision Pct. No. 2

CC REGULAR

Date:	11/10/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Acceptance and approval of Change Order No. 1 with contractor Closner Construction Co. LC for Citriana Village Subdivision, Pct. No. 2 reflecting a request for an increase of 13 construction days due to rain and wet days as reviewed and submitted through project engineer Cruz-Hogan Consultants, Inc. (C-CAP 2009-183-05-19)

BACKGROUND

Contract amount remains at $322,888.69

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-154-0-733/841

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

BUDGETARY IMPACT:

Reference: P.O.#630113

*13 days are requesting to be added to contract due to weather related issues - no additional costs.

Attachments

Link: Change Order #1 Citriana Village Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 04:00 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:09 PM	APRV
3	Roland Garcia	Rolando Garcia	11/06/2009 08:09 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Marcie Jackson Started On: 10/21/2009 03:46 PM

Final Approval Date: 11/06/2009

CHANGE ORDER NUMBER ONE(1)

Project: Road and Drainage Construction for Citriana Village Subdivision

DATE OF ISSUANCE: October 12, 2009 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: C-CAP-2009-183-05-19

CONTRACTOR: Closner Construction Co. LC ENGINEER: CRUZ-HOGAN Consultants, Inc.

You are directed to make the following changes in the Contract Documents.

Description: 1. Request for an extended amount of days

Reason for Change Order: 1. Request made due to rain and wet days

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ $ 322,888.69		Original Contract Time for Substantial Completion: 120 calendar days or dates
Net Changes from previous Change Order $ $ -		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ $ 322,888.69		Contract Time prior to this Change Order Substantial Completion: 120 calendar days or dates
Net Increase(decrease) of this Change Order $ $ -		Net Increase(decrease) of this Change Order 13 calendar days
Contract Price with all approved Change Orders $ $ 322,888.69	Net % increase(decrease)from original contract price. 0%	Contract Time with all approved Change Orders Substantial Completion: 133 calendar days or dates

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: 10/15/09

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 10/15/09

AI-18380 **26.G.2.**

BCAP Precinct No. 2 - Round II Invoice# 2759,2761,2762 R. Gutierrez Engineering Corporation

CC REGULAR

Date:	11/10/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.2

Information

CAPTION

Acceptance and approval of payment for the following invoice(s);
a. Invoice # 2759-$1,354.80-Eldora Gardens;
b. Invoice # 2761-$1,063.02-Red Barn;
c. Invoice # 2762-$3,536.68-RSW Unit#1
as submitted by project Engineer R. Gutierrez Engineering, Corp. through C-CAP-08-015-09-02

BACKGROUND

(WA#1 AI-11393 9/30/09) (Supplemental Agreement #2 AI-18317 11/03/09).

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-XXX-X-334

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

BUDGETARY IMPACT:

P.O.# 612349 available balances per account:
Eldora Sub.- 9-1311-431-00-122-252-0-334 - $1,354.80
Red Barn Sub. - 9-1311-431-00-122-605-1-334 - $1,063.02
RSW Unit#1 - 9-1311-431-00-122-580-1-334 - $3,536.68
available as of 11/06/09.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/04/2009 04:20 PM	APRV
2	Purchasing Department	Marty Salazar	11/05/2009 10:10 AM	APRV
3	Budget & Management	Erika Zamora	11/05/2009 10:13 AM	APRV
4	Roland Garcia	Rolando Garcia	11/06/2009 09:27 AM	APRV
5	Auditor's Office	Angela Garcia	11/06/2009 01:01 PM	APRV
6	Roland Garcia	Rolando Garcia	11/06/2009 03:15 PM	APRV

Form Started By: Marcie Jackson

Started On: 11/04/2009 08:59 AM

Final Approval Date: 11/06/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

AI-18380 11/10/09

Invoice Number: 2762
Wednesday, October 28, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.012s RSW Unit #1

Professional Services for the Period: 10/02/2008 to 10/28/2009

Billing Group: 01 *Phased Fixed Fee*

Contract #: C-CAP-08-015-09-02(WA#1)(PO#612349)

Billing Fee: $17,683.40

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Design Phase	$7,073.36	40.00	100.00	7,073.36	7,073.36	0.00
Schematic Design Phase	$7,073.36	40.00	100.00	7,073.36	7,073.36	0.00
Construction Phase	$3,536.68	20.00	100.00	3,536.68	0.00	$3,536.68

Total Phases: ***$3,536.68***

Phase Billing Totals: ***$3,536.68***

10.05.09

REQ# 141900 P.O.# 612349
9-1311-431-00-122-580-1-334→3,536.68

Billing Group Subtotal: $3,536.68

Project Totals:

****** Total Project Invoice Amount:*** ***$3,536.68***

Billing Summary

	Current	Prior	Total
Professional Services:	$3,536.68	$14,146.72	$17,683.40
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$3,536.68*	*$14,146.72*	*$17,683.40*

INVOICE RECEIVED BY: Maricela Jackson ON 10/28/09
GOODS/SERVICES RECEIVED BY: Maricela Jackson ON 10/28/09

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

AI-18380 11/10/09

Invoice Number: 2761
Wednesday, October 28, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.012r Red Barn

Professional Services for the Period: 10/02/2008 to 10/28/2009

Billing Group: 01 *Phased Fixed Fee*

Contract #: C-CAP-08-015-09-02(WA#1)(PO#612349)

Billing Fee: $5,315.10

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Design Phase	2,126.04	40.00	100.00	2,126.04	2,126.04	0.00
Schematic Design Phase	2,126.04	40.00	100.00	2,126.04	2,126.04	0.00
Construction Phase	1,063.02	20.00	100.00	1,063.02	0.00	1,063.02

Total Phases: ***$1,063.02***

11/4 11.05.09

Phase Billing Totals: ***$1,063.02***

REQ# 141900 P.O.# 612349
9-1311-431-00-122-605-1-334→$1,063.02

Billing Group Subtotal: 1,063.02

Project Totals:

*** ***Total Project Invoice Amount:*** ***$1,063.02***

Billing Summary

	Current	Prior	Total
Professional Services:	$1,063.02	$4,252.08	$5,315.10
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$1,063.02*	*$4,252.08*	*$5,315.10*

INVOICE RECEIVED BY: Marie Jackson ON 10/28/09
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 10/28/09

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

AI-18380 11/10/09

Invoice Number: 2759
Wednesday, October 28, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.012m Eldora Gardens

Professional Services for the Period: 10/02/2008 to 10/28/2009

Billing Group: 01 *Phased Fixed Fee*

Contract #: C-CAP-08-015-09-02(WA#1)(PO#612349)

Billing Fee: $6,774.00

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Design Phase	$2,709.60	40.00	100.00	2,709.60	2,709.60	0.00
Schematic Design Phase	$2,709.60	40.00	100.00	2,709.60	2,709.60	0.00
Construction Phase	$1,354.80	20.00	100.00	1,354.80	0.00	$1,354.80

Total Phases: ***$1,354.80***

10.05.09

Phase Billing Totals: ***$1,354.80***

REQ# 141900 P.O.# 612349
9-1311-431-00-122-252-0-334→$1,354.80

Billing Group Subtotal: $1,354.80

Project Totals:

*** ***Total Project Invoice Amount:*** ***$1,354.80***

Billing Summary

	Current	Prior	Total
Professional Services:	$1,354.80	$5,419.20	$6,774.00
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$1,354.80*	*$5,419.20*	*$6,774.00*

INVOICE RECEIVED BY: Marie Jackson ON 10/28/09
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 10/28/09

R. Gutierrez Engineering Corporation
Border Colonia Access Program - Round II
Contract No: C-CAP-08-015-05-06(WA#1)
PO No: 612349

Work Authorization Number 1
Schedule of Values

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Prelimary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080253	Eldora/1426	$ 11,419.83	100%	$ 4,567.93	100%	$ 4,567.93	100%	$ 2,283.97	$ 11,419.83	$ 11,419.83	$ -	100%	$ -
M1080568	Primavera I	$ 16,613.90	100%	$ 6,645.56	100%	$ 6,645.56	100%	$ 3,322.78	$ 16,613.90	$ 16,613.90	$ -	100%	$ -
M1080683	South Fork Estates	$ 29,325.00	100%	$ 11,730.00	100%	$ 11,730.00	100%	$ 5,865.00	$ 29,325.00	$ 29,325.00	$ -	100%	$ -
M1080740	Tiny Acres	$ 8,320.50	100%	$ 3,328.20	100%	$ 3,328.20	0%	$ -	$ 6,656.40	$ 6,656.40	$ -	80%	$ 1,664.10
M1080252	Eldora Gardens	$ 6,774.00	100%	$ 2,709.60	100%	$ 2,709.60	100%	$ 1,354.80	$ 6,774.00	$ 5,419.20	$ 1,354.80	100%	$ -
M1080412	Las Haciendas	$ 16,998.30	100%	$ 6,799.32	100%	$ 6,799.32	100%	$ 3,399.66	$ 16,998.30	$ 16,998.30	$ -	100%	$ -
M1080365	LJ #1	$ 25,272.40	100%	$ 10,108.96	100%	$ 10,108.96	100%	$ 5,054.48	$ 25,272.40	$ 25,272.40	$ -	100%	$ -
M1080693	South Side Village	$ 4,518.50	100%	$ 1,807.40	100%	$ 1,807.40	0%	$ -	$ 3,614.80	$ 3,614.80	$ -	80%	$ 903.70
M1080620	Roadrunner #2	$ 34,196.80	100%	$ 13,678.72	100%	$ 13,678.72	100%	$ 6,839.36	$ 34,196.80	$ 34,196.80	$ -	100%	$ -
M1080596	Rancho Escondido	$ 24,147.20	100%	$ 9,658.88	100%	$ 9,658.88	0%	$ -	$ 19,317.76	$ 19,317.76	$ -	80%	$ -
M1080557	Pentecostal	$ 9,407.50	100%	$ 3,763.00	100%	$ 3,763.00	0%	$ -	$ 7,526.00	$ 7,526.00	$ -	80%	$ 1,881.50
M1080406	Las Brisas	$ 57,982.80	0%	$ -	0%	$ -	0%	$ -	$ -	$ -	$ -	0%	$ -
M1080767	Val Bar	$ 7,378.00	100%	$ 2,951.20	100%	$ 2,951.20	0%	$ -	$ 5,902.40	$ 5,902.40	$ -	80%	$ 1,475.60
M1080494	North Alamo Village	$ 21,584.10	100%	$ 8,633.64	100%	$ 8,633.64	100%	$ 4,316.82	$ 21,584.10	$ 21,584.10	$ -	100%	$ -
M1080503	Northside Village	$ 10,518.40	100%	$ 4,207.36	100%	$ 4,207.36	100%	$ 2,103.68	$ 10,518.40	$ 10,518.40	$ -	100%	$ -
M1080484	Morning Sun	$ 10,554.00	100%	$ 4,221.60	100%	$ 4,221.60	0%	$ -	$ 8,443.20	$ 8,443.20	$ -	80%	$ 2,110.80
M1080240	El Charro	$ 44,275.50	100%	$ 17,710.20	100%	$ 17,710.20	0%	$ -	$ 35,420.40	$ 35,420.40	$ -	80%	$ 8,855.10
M1080199	Country Living Estates	$ 19,002.00	100%	$ 7,600.80	100%	$ 7,600.80	100%	$ 3,800.40	$ 19,002.00	$ 19,002.00	$ -	100%	$ -
M1080605	Red Barn	$ 5,315.10	100%	$ 2,126.04	100%	$ 2,126.04	100%	$ 1,063.02	$ 5,315.10	$ 4,252.08	$ 1,063.02	100%	$ -
M1080580	RSW Unit #1	$ 17,683.40	100%	$ 7,073.36	100%	$ 7,073.36	100%	$ 3,536.68	$ 17,683.40	$ 14,146.72	$ 3,536.68	100%	$ -
		$ 381,287.23		$ 129,321.77		$ 129,321.77		$ 42,940.65	$ 301,584.19	$ 295,629.69	$ 5,954.50		$ 16,890.80

Project Completion
Anticipated Completion Date
Extension
Date Extension was approved in Court

Project Engineer
Name (Print) Ramiro Gutierrez
Signature
Date 10/28/09

Colonia Access Program Director
Date 10/30/09

REQ# 141900 P.O.#612349
9-1311-431-00-122-580-1-334→$3,536.68
9-1311-431-00-122-605-1-334→$1,063.02

REQ# 141900 P.O.#612349
9-1311-431-00-122-252-0-334→$1,354.80

AI-18370 **26.H.1.**

Physician Services - Inmates - Hidalgo County Adult Detention Facility - County Jail

CC REGULAR

Date:	11/10/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

a. Requesting authority to exercise the sixty (60) day grace period extension with the current providers - Marin Garza, MD and Gumaro Garza, MD - effective January 1, 2010 through March 2, 2010 (as provided in requirements) for "PROFESSIONAL PHYSICIAN SERVICES FOR INMATES - HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)" under the same rates, terms and conditions with the following providers so as to have no lapse in service while procurement process is completed under project. RFQ/P Nos'. 2007-377-12-20 & 2005 377a-12-20;

b. Requesting authority to re-advertise RFQ/P procurement process (inasmuch as no SOQ's received on 10/28/09) for: "PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)", (procurement packet-i.e., draft contract, legal notice & Exhibits' A & B attached-RFQ/P No. 2009-461-12-09-otm.

BACKGROUND

Proposed Ad dates:

Ist advertisement: 11/21/09
2nd advertisement" 11/28/09
Bid Opening Date: 12/09/09 @ 9:30 a.m.

Refer to: draft specifications/legal notice/draft contract
60 day extension letter from DRs'

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 11-5-09 $52,704.42.
Possible funding source--> from 2010 budget X-1100-423-21-280-002-X-331

Attachments

Link: Draft Contract

Link: Draft Exhibits A & B

Link: Draft Legal Notice

Link: Approval letter from Dr. Marin Garza

Link: Approval letter from Dr. Gumaro Garza

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 09:56 AM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 10:13 AM	APRV
3	Manuel Chapa	Manuel Chapa	11/05/2009 03:05 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Olga Montero Started On: 11/03/2009 02:48 PM

Final Approval Date: 11/06/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-09-461-00-00

THIS AGREEMENT is made as of the ____ day of, _____, 20__ by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **_____, M.D.** (hereinafter "Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services required of Physician until replaced by Hidalgo County. These services include, but are not limited to:

   (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;

(b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:

(c) Conduct physical examinations of the Clients as required by the Jail;

(d) Conducting other evaluations and tests on each client as required by the Jail;

(e) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and /or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;

Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on JailStandards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

(l) Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;

(m) Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

(n) The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and

Detention Infirmary Department;

2. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County Sheriff or such suspension or revocation.

3. As consideration for the above and foregoing, County shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor shall be compensated in the amount of $_____ and No/100ths Dollars ($) per month for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but no limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all. Contractor agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable

replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his 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 County a certificate issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on January 1, 2010 and end on December 31, 2012 with the County's option to renew for two (2) one (1) year options.

12. 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, Texas
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: _____
_____
_____

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.

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Juan De Dios Salinas III, County Judge
Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

PHYSICIAN:

By_____
, M.D.
Date:_____

Approved by Commissioners' Court on _____
Approved as to form:

By_____
Atlas & Hall, LLP
Date:_____

EXHIBIT "A"
RFP/Q
REQUIREMENTS

EXHIBIT "B"
RFP/Q
RESPONSE

EXHIBIT "B1"
NEGOTIATED
MONTHLY
AMOUNT

EXHIBIT "C"
INSURANCE
REQUIREMENTS

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS AND PROPOSALS

"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

RFQ/P No. 2009-461-12-09-otm

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications/Proposals for the provision of **"Physician(s) Services for the Adult Detention Facility (Jail)". Request For Qualifications/Proposals"** as specified herein. Statements of Qualifications and proposals will be accepted until **9:30 A.M., Wednesday, December 09, 2009. ANY RFQ/P RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ/P Number: 2009-461-12-09-otm

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ/P Number, Name And Opening Date.

The following outlines the Request For Qualifications & Proposal:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 2, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 4, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ/P must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ/P: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications/Proposal (RFQ&P) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications/proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ&P DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications/proposal, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ/P off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II -RFQ/P REQUIREMENTS

REQUEST FOR QUALIFICATIONS/PROPOSAL: The required contents and limitations for the preparation of the RFQ/P are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ/P. A total of **one (1) original and seven (7) copies** of the RFQ/P shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ/P are presented below in the order they should be incorporated into the submitted document.

PROJECT OVERVIEW:
The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;

- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ/P;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of two (2) hours per day, twice a week at the Hidalgo County Adult Detention Facility (Jail).

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

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 unforseen delay in award of new bid for next contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

a. Providing and maintaining a medical license under which all medical activities of the Sheriff's Office employees will take place;
b. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
c. Conducting physical examinations of the Clients as required by the Department;
d. Conducting other evaluations and tests on each Client as required by the Department;
e. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
f. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N.

Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;

g. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.

h. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;

i. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;

j. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;

k. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

l. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;

m. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

n. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PART III -SELECTION & SCHEDULES

SELECTION PROCEDURES:

RFQ/P submittal evaluation will be based on the criteria outlined below,

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFQ/P. After the RFQ/P have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ/P.

TERMINATION OF SERVICES:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

RFQ/P SUBMITTED TO: An original and seven (7) copies of RFQ/P should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQ/P must be submitted by **no later than 9:30 a.m. on Wednesday, December 09, 2009.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION:

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ/P. RFQ/P submittal evaluation will be based on the criteria outlined in Exhibit "B".

EXHIBIT B
SELECTION CRITERIA

REQUEST FOR QUALIFICATIONS/PROPOSAL

"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

RFQ NO: 2009-461-12-09-OTM

EVALUATION CRITERIA/RFQ/P Evaluation Criteria

The submitter's RFQ/P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ/P Evaluation Form."

1. Physician(s) Qualifications/Certifications/and other Credentials (30)
The physician(s) should provide information related to qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)
The physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates" for Hidalgo County Adult Detention Facility (Jail). If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.

3. Experience (20)
The Physician(s) meets the five (5) year practice required.

4. Ability to Commit to all Services Required (30)
The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)
"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES"
RFQ NO: 2009-461-12-09-OTM

EVALUATION FORM

Selection Criteria	Points	Score
1. Physician(s) Qualifications/Certifications/and other Credentials The Physician(s) should provide information related to qualifications. The Physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.	30	_____

Comments/Rationale For Points: _____

_____

_____

2. Understanding the Services/Methodology The Physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates for Hidalgo County Sheriff's Office. If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.	20	_____

Comments/Rationale For Points: _____

_____

_____

3. Experience The Physician(s) meets the five (5) year practice required.	20	_____

Comments/Rationale For Points: _____

_____

_____

4. Ability to Commit to all Services Required

The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30** _____

Comments/Rationale For Points: _____

_____

_____

Total Score _____

Provider: _____

Evaluator Name & Department: _____ Date: _____

RFQ&P No: 2009-461-12-09-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS/PROPOSALS

Hidalgo County
Edinburg, Texas

**"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-
HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"**

DECEMBER 09, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

RFQ&P No.: 2009-461-12-09-otm

Sealed Statements of Qualifications & Proposals will be received for **"Professional Physician(s) Services for Inmates"**, in accordance with the requirements attached hereto as Exhibit "A." RFQ&Ps should address all requirements set forth. Vendors 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ&P.

One (1) original and seven (7) copies of RFQ&Ps are required, with vendor's name and 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, **RFQ&P No. 2009-461-12-09-otm "Professional Physician(s) Services for Inmates-Hidalgo County Adult Detention Facility (Jail)"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, December 09, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ&P 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 RFQ&P.** Hidalgo County reserves the right to refuse and reject any/all RFQ&Ps and to waive any/all formalities or technicalities, or to accept the RFQ&P considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, December 02, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 04, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ&Ps and re-advertise.

For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ&P and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ&P.

No RFQ&P may be withdrawn within ninety (90) days from the scheduled time to accept RFQ&Ps.

Any interpretations, amendments, corrections or changes to this RFQ&P 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ&P.

County reserves the right to accept or reject any or all RFQ&Ps.

Costs are to be net F.O.B. destination, County Prepaid.

County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County 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.

DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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, CPPB, Purchasing Agent, before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, CPPB, Purchasing Agent
  (956) 318-2626

BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Professional Physician Services for Inmates-Hidalgo County Adult Detention Facility (Jail)"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

Schedule of Events

RFQ&P Acceptance, 9:30 A.M.	**December 09 , 2009**
Award of Contract	, 200_
Commence Work or Deliver Products	, 200_

~~Bid or Performance Bond and~~ **Debarment Certification**; ~~Payment Under Contract~~:

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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 therefor 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.

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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

If, during the life of any contract or proposal awarded, the successful proposer'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.

Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

Successful proposer 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 proposer'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.

Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 or services provided by successful proposer.

Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

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.

The successful proposer 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.

Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications/Proposals
for
Professional Physician Services for Inmates-
Hidalgo County Adult Detention Facility (Jail)

RFQ/P No: 2009-461-12-09-otm

December 09, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements 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 Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQ&Ps and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQ&Ps, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 3, 2009

Marin Garza, M.D.
P.O. Box 180
Linn, Texas 78563

Re: E-2005-377-12-20
"Professional Physician Services for Inmates-Hidalgo County Adult Detention Facility (Jail)"

Dear Dr. Garza:

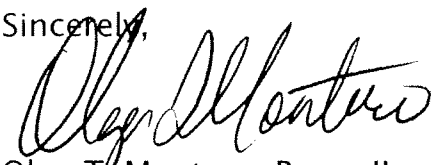
Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFQ/P. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **November 10, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday, **November 4, 2009,** via facsimile to (956) 956-292-7612 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Please forward the "Certificate Of Insurances" under Dr. Marin Garza. as required by Hidalgo County (see Exhibit C).

By: _____ Date: 11/4/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

cc:

user department
auditors

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 Fax: (956) 318-2629

November 3, 2009

Gumaro Garza, M.D.
502 S. Closner
Edinburg, Texas 78539

Re: E-2005-377a-12-20
"Professional Physician Services for Inmates-Hidalgo County Adult Detention Facility (Jail)"

Dear Dr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFQ/P. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **November 10, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Wednesday, **November 4, 2009,** via facsimile to (956) 956-292-7612 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Please forward the "Certificate Of Insurances" under Dr. Gumaro Garza. as required by Hidalgo County (see Exhibit C).

By: _____ Date: 11/5/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

cc:

user department
auditors

AI-18405 **26.H.2.**

Award of bid - Mobile X-Ray Services

CC REGULAR

Date:	11/10/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract document (approved to form by legal counsel) to the lowest bidder meeting all specifications and/or terms and conditions as attached hereto for "Hidalgo County Sheriff's Office-Mobile X-Ray Services"-Bid No. 2009-217-09-23-MEG.

BACKGROUND

Current Contract expires on 12/31/09
New Current Contract commence 01/01/2010

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 11-6-09 $52,704.42.

Attachments

Link: Memo of Recommendation and Tabulation Sheet

Link: Service Contract

Link: Bid Recieved

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 12:21 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:15 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/06/2009 09:27 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Elena Gomez — Started On: 11/04/2009 04:04 PM

Final Approval Date: 11/06/2009

MEMORANDUM

TO: Anacleto Martinez, Chief Administrator
Hidalgo County Adult Detention Facility

ATTN: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: September 24, 2009

RE: Request Recommendation for RFB 2009-217-09-23-MEG
"MOBILE X-RAY SERVICES"

SEP 25 2009
2:45PM

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Bid tabulation sheet, and a Sealed Bid packet for your review and recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, September 29, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday October 6, 2009.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 9-1100-423-21-280-002-0-331

Recommendations/Concerns: Please route through CC to award to the Lowest Bid. Rio Grande Valley Mobile X Ray.

R. "Sonny" Martinez 9-29-09

Authorized Signature/ Printed Name Department Date

TABULATION SHEET
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
BID NO: 2009-217-09-23-MEG

VENDORS	South Texas Mobile X-Ray	Rio Grande Valley Mobile X-Ray
TYPE OF SERVICE	**AMOUNT**	**AMOUNT**
X-RAY INDIVIDUAL	$ 50.00	$ 50.00
X-RAY DEVELOPMENT	—	—
X-RAY READING AND REPORT TO FACILITY	$ 25.00	$ 20.00
Set-up Fee per procedure: (if applicable)	$ 75.00	—
After Hours/Weekends/Holiday charges: (if applicable)	N/A	—
TOTAL	**$ 150.00**	**$ 70.00**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-217-11-10

THIS CONTRACT is made and entered into this **10th** day of **November, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Calera, Inc. d/b/a Rio Grande Valley Mobile X-Rays** ("Company").

WHEREAS, Company responded to advertised notices for sealed bids for: **"Mobile X-Ray Services" (on an as needed basis)** (the "Services"); and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. ***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.***

3. This Contract shall be for a period of **one (1) year**, commencing on **January 1, 2010** and expiring on **December 31, 2010** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Calera, Inc. d/b/a
Rio Grande Valley Mobile X-Rays
1421 Sioux Road
Alamo, Texas 78516

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
Calera, Inc. d/b/a
Rio Grande Valley Mobile X-Rays

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
RFB NO. 2009-217-09-23-MEG

BID OPENING DATE:
SEPTEMBER 23, 2009

Contact Person:
Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas. 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MOBILE X-RAY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-217-09-23-MEG- HIDALGO COUNTY SHERIFF'S OFFICE –"MOBILE X-RAY SERVICES"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY, SEPTEMBER 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-217-09-23-MEG-HIDALGO COUNTY SHERIFF'S OFFICE–"MOBILE X-RAY SERVICES".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE –"MOBILE X-RAY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Guadalupe Lupe Trevino
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	**SEPTEMBER 23, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must

affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
BID NO.: 2009-217-09-23-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must submit this form with Bid Packet

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

SCOPE
Hidalgo County is seeking bids from a qualified vendor to provide **"MOBILE X-RAY SERVICES"** for Hidalgo County Sheriff's Office, on an **"As Needed Basis".** Hidalgo County Human Services will assist the Hidalgo County Adult Detention Center with X-Ray services whenever possible for tuberculosis screening of inmates.

SERVICE LOCATION:
711 El Cibolo Road, Edinburg, Texas 78542.

SPECIFICATIONS:

1. Vendor must be able to demonstrate adequate medical equipment, adequacy of personnel, ease of mobility, fleet capacity, work experience, expertise, safety precautions for both testers and test subjects and administration.

2. All personnel technicians who will perform x-ray examinations must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

3. Hidalgo County reserves the right to require services regardless of the number of patient/patients to be tested during any given visit.

4. Vendor shall furnish x-ray service to include all x-rays, whether single or a series.

5. If x-rays must be retaken for any reason except non-cooperation of the patient, contractor must waive all charges except for the x-ray itself.

6. Vendor must contact Hidalgo County Sheriff's Office (Adult Detention Center) R.N. Supervisor for any reports, concerns, questions etc. after the contract is in place.

7. Vendor must provide a designated person as the focal point for receipt of test results as is agreed between the user and contractor.

8. Vendor must submit an original invoice on each purchase order or purchase release after each delivery, indicating the
   a. Department Name: Hidalgo County Jail-Infirmary Department
      Address: P.O. Box 1228
      Edinburg, Texas 78539
   b. purchase order number,
   c. the inmate name,
   d. DOB
   e. SO #
   f. Name of test or x-ray series
   g. Date of Service
   h. Total amount due
   i. Vendor's name and mailing address and phone numbers on all invoices.

9. The following are examples of our most common type of X-Ray, X-Ray Development and X-Ray Reading and Report to facility Services. Project including, but not limited to, the following: Services render but not limited to T.B. screening, Chest, Bilateral upper and lower extremities, back and shoulders.

1. Chest	6. Arms	11. Ankles
2. Hands	7. Back	12. Feet
3. Wrists	8. Shoulders	13. Face
4. Fingers	9. Knees	14. Skull
5. Spinal	10. Abdomen	15. Leg

16. Set-up Fee per procedure: _____ 17. After Hours/Weekends/Holiday charges: _____

REQUIRMENTS:

1. All equipment must meet standards of state and/or federal regulations on radiation including, but not limited to, Texas Department of Health: Radiation Control Division. Maintenance of all equipment used must be the sole responsibility of the contractor and must be maintained in the best condition possible.

2. Vendor must be able to get testing done within 12 hours of the time requested from the Department. (As needed basis or emergency basis).

3. Hidalgo County requires service and turn around on a 48-hour basis.
   - **a.** VERBAL interpretation within forty eight (48) hours, following the development of images.
   - **b.** WRITTEN interpretations as a follow-up, not to exceed three (3) calendar days.

4. Due to security concern associated with a correctional facility, background checks on Employees of vendors who enter secure areas of the detention facilities may be required.

5. Vendor must be available Monday-Friday, after hours on weekends and Holidays as needed.

6. Vendor must have been in business for at least two years.

7. A list of a minimum of three (3) current references, other than Hidalgo County must be submitted with your bid for information, (i.e. nursing homes, clinics, doctor's offices...not individuals)--where like services have been performed. The bid should include, but not limited to the following:
   a). Company
   b). Contact Person
   c). Phone Number
   d). Worked Preformed
   e). Contract Term

8. A monthly report will be required by the vendor, which should include the number of x-rays done, with the names of the inmates and the nurse that ordered the x-ray. This report should also include the abnormal findings.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

8. Hidalgo County reserves the right to award the bid to ***MULTIPLE*** bidders if the County Determines it is in its best interest to do so.

9. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10. 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 advantage to the County.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13. 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.

14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:
All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 16, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. SEPTEMBER 18, 2009.

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

BID PAGE

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.
(All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

TYPE OF SERVICE	AMOUNT
X-RAY INDIVIDUAL	$
X-RAY DEVELOPMENT	$
X-RAY READING AND REPORT TO FACILITY	$
Set-up Fee per procedure: (if applicable)	$
After Hours/Weekends/Holiday charges: (if applicable)	$
TOTAL	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY			EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY			AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
	EXCESS LIABILITY			EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			STATUTORY LIMITS [ ] OTHER 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/03/2007

(Copy of receipt and this form must be submitted with bid)

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► . . . . . ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person** ► | **Date** ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

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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:

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:_____
Title:_____
Telephone Number:_____
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.

EXHIBIT "B"
VENDOR'S BID

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

BID PAGE

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.
(All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

TYPE OF SERVICE	AMOUNT
X-RAY INDIVIDUAL	$ 50.00
X-RAY DEVELOPMENT	$ 0.00
X-RAY READING AND REPORT TO FACILITY	$ 20.00
Set-up Fee per procedure: (if applicable)	$ 0.00
After Hours/Weekends/Holiday charges: (if applicable)	$ 0.00
TOTAL	$ 70.00

BIDDER/COMPANY NAME: CALERA, INC., dba RIO GRANDE VALLEY MOBILE XRAYS

ADDRESS: 1421 SIOUX RD.

CITY/STATE/ZIP CODE: ALAMO, TX 78516

PHONE & FAX NO.'S: PHONE: (956) 783-9779 FAX: (956) 783-7437

CELLULAR & BEEPER NO.'S: (956) 460-5119

AUTHORIZED SIGNATURE: Raul Calera OPENED

PRINTED NAME: RAUL CALERA 10:08am

TITLE: PRESIDENT 9-23-09

EMAIL: raul@rgvmxrays.com Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/29/2009

PRODUCER
PHONE (956) 631-0331
Texas Spirit Insurance Agency
1308 N 23rd Street, Suite A
McAllen, TX 78501

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
Calera Inc. Dba: Rio Grande Valley Mobile X-Ray
1421 Sioux Rd
Alamo, TX 78516

INSURERS AFFORDING COVERAGE
INSURER A: LLOYDS OF LONDON
INSURER B: TEXAS MUTUAL INSURANCE
INSURER C:
INSURER D:
INSURER E:

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	1,000,000.00
	☑ COMMERCIAL GENERAL LIABILITY	HGL8421209	9/1/2009	9/1/2010	FIRE DAMAGE (Any one fire)	50,000.00
A	☑ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	1,000,000.00
					GENERAL AGGREGATE	3,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMP/OP AGG	INCLUDED
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO				BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	☐ HIRED AUTOS				AUTO ONLY - EA ACCIDENT	
	☐ NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	
					AGG	
	GARAGE LIABILITY				EACH OCCURRENCE	
	☐ ANY AUTO				AGGREGATE	
	EXCESS LIABILITY					
	☐ OCCUR ☐ CLAIMS MADE					
	☐ DEDUCTIBLE					
	☐ RETENTION					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-001176984	2/15/2009	2/15/2010	☑ WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	100,000.00
					E.L. DISEASE - EA EMPLOYEE	100,000.00
					E.L. DISEASE - POLICY LIMIT	500,000.00
A	OTHER Professional Liability	HPS8421209	9/1/2009	9/1/2010	$3,000,000.00 A	$1,000,000.00 E

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

Mobile X-Ray Company-
ultrasounds and Ekg;s
each policy has a separate deductible of $2,500.00 for each claim FOR GL and Profesional Liab

CERTIFICATE HOLDER

Hidalgo County
2802 S. Bus. Hwy. 281
Edinburg Texas 78539

☐ ADDITIONAL INSURED; INSURER LETTER:

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 25-S (7/97)

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

11/02/09

PRODUCER
Roel Villanueva, Agent
702 W Expressway 83 Suite A
Pharr TX 78570

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
CALERA, INC DBA
Rio Grande Valley Mobile X-ray
1421 SIOUX RD
ALAMO TX 78516

INSURERS AFFORDING COVERAGE	NAIC #
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSD	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 occurrence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY	R57-1836-B11-53M	03/11/09	02/11/10	COMBINED SINGLE LIMIT (Ea accident)	$ 300
		ANY AUTO	R52-1856-C11-530	09/11/09	03/11/10		
	X	ALL OWNED AUTOS	069-9888-C11-53G	09/11/09	09/11/10	BODILY INJURY (Per person)	$ 300
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 50
		HIRED AUTOS					
		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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

HIDALGO COUNTY
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

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
BID NO.: 2009-217-09-23-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: CALERA, INC., DBA RIO GRANDE VALLEY MOBILE X RAYS

Address: 1421 SIOUX RD. ALAMO TX 78516

By: Raul Calera

Printed Name: RAUL CALERA

Title: PRESIDENT

Must submit this form with Bid Packet

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

SHERIFF'S OFFICE

"MOBILE X-RAY SERVICES"

RFB NO. 2009-217-09-23-MEG

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

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

BID PAGE

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.
(All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

TYPE OF SERVICE	AMOUNT
X-RAY INDIVIDUAL	$ 50.00
X-RAY DEVELOPMENT	$ 0.00
X-RAY READING AND REPORT TO FACILITY	$ 20.00
Set-up Fee per procedure: (if applicable)	$ 0.00
After Hours/Weekends/Holiday charges: (if applicable)	$ 0.00
TOTAL	$ 70.00

BIDDER/COMPANY NAME: CALERA, INC., dba RIO GRANDE VALLEY MOBILE XRAYS

ADDRESS: 1421 SIOUX RD.

CITY/STATE/ZIP CODE: ALAMO, TX 78516

PHONE & FAX NO.'S: PHONE: (956) 783-9779 FAX: (956) 783-7437

CELLULAR & BEEPER NO.'S: (956) 460-5119

AUTHORIZED SIGNATURE: Raul Calera **OPENED**

PRINTED NAME: RAUL CALERA 10:08 am 9-23-09

TITLE: PRESIDENT

EMAIL: raul@rgvmxrays.com **Witnessed**

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"

RFB NO. 2009-217-09-23-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

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

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

Insurance Requirement Acknowledgment

I, RAUL CALERA, authorized representative for CALERA, INC., DBA RIO GRANDE VALLEY MOBILE X-RAYS
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: $100/300 General Liability: $_____

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

Raul Calera
Authorized Representative

09-14-2009
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, CALERA INC., possess all of the APPLICABLE:

1. Licenses: TEXAS DEPARTMENT OF STATE HEALTH SERVICES.
2. Bonds: _____.
3. Certificates: DEPARTMENT OF STATE HEALTH SERVICES.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

Raul Calera
Authorized Signature

09/14/2009
Date

CALERA INC. DBA RIO GRANDE VALLEY MOBILE X-RAYS
Company

421 SIOUX RD.
Address

ALAMO TEXAS 78516
City, State, Zip

ACORD CERTIFICATE OF LIABILITY INSURANCE

11/02/09

PRODUCER
Roel Villanueva, Agent
702 W Expressway 83 Suite A
Pharr TX 78570

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
CALERA, INC DBA
Rio Grande Valley Mobile X-ray
1421 SIOUX RD
ALAMO TX 78516

INSURERS AFFORDING COVERAGE	NAIC #
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 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 occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY	R57-1836-B11-53M	08/11/09	02/11/10	COMBINED SINGLE LIMIT (Ea accident)	$ 100
		ANY AUTO	R52-1856-C11-530	09/11/09	03/11/10		
	X	ALL OWNED AUTOS	069-9888-C11-53G	09/11/09	03/11/10	BODILY INJURY (Per person)	$ 300
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$ 50
		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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

HIDALGO COUNTY
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

CERTIFICATE OF INSURANCE

This certifies that
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☒ STATE FARM LLOYDS, Dallas, Texas

10/29/09

sures the following policyholder for the coverages indicated below:

olicyholder	CALERA INC. DBA RIO GRANDE VALLEY MOBILE X-RAY
ddress of policyholder	1421 SIOUX RD. ALAMO TX 78516
ocation of operations	1421 SIOUX RD. ALAMO TX 78516
escription of operations	X-RAYS ADMINISTRATIVE OFFICES

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

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☐ ☐ ☐			Each Occurrence $ General Aggregate $ Products – Completed Operations Aggregate $
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
	Workers' Compensation and Employers Liability	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	Part I - Workers Compensation - Statutory Part II - Employers Liability Each Accident $ Disease - Each Employee $ Disease - Policy Limit $

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
R57 1836 B11 53M	COMMERCIAL AUTO	08/11/09	02/11/10	100/300/50
R52 1856-C11-530	COMMERCIAL AUTO	09/11/09	03/11/10	100/300/50

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

Name and Address of Certificate Holder

Hidalgo County
2802 S. Bus. Hwy. 281
Edinburg Texas 78539

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative — 10/29/09 Date
AGENT
Title
ROEL VILLANUEVA
Agent Name
Telephone Number 956-702-4200

Agent's Code Stamp
Agent Code 53-8424
AFO Code F116

568-904 e.6 Printed in U.S.A. Rev. 05-09-2006

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"

RFB NO. 2009-217-09-23-MEG
(Must Be Filled Annually at County Clerk's Office)

~~NOT APPLICABLE~~ N/A

2045221

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

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Oct 21,2009 at 10:27A

As a Recording

Document Number: 2045221
Total Fees : 16.00

Receipt Number - 1076716
By,
Ismael Hidalgo, Deputy

1 **Name of person who has a business relationship with local governmental entity.**

~~N/A~~ Rio Grande Valley Mobile X-rays

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 ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Raul Calera
Signature of person doing business with the governmental entity

09-14-2009
Date

Raul Calera

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

NOT APPLICABLE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2001

(Copy of receipt and this form must be submitted with bid)

BIDDER/VENDOR APPLICATION AND W-9

SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"

RFB NO. 2009-217-09-23-MEG

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
CALERA, INC. DBA

Business name, if different from above
RIO GRANDE VALLEY MOBILE X-RAYS

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ S-CORP... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1421 SIOUX RD.

Requester's name and address (optional)

City, state, and ZIP code
ALAMO, TX 78516

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-		

or

Employer identification number
7	4	-	2	7	9	0	8	5	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Raul Calera Date ▶ 09-14-2009

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and

- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: CALERA, INC. Telephone No. (956) 783-9779

dba Name: RIO GRANDE VALLEY MOBILE X-RAYS

Legal Name: CALERA, INC.

Mailing Address : 1421 SIOUX RD. Fax No. (956)783-7437

Physical Address: 1421 SIOUX RD.

City, State, Zip ALAMO, TX, 78516 Tax I.D. No. 74-2790850

Remit to Address : 1421 SIOUX RD. City, State, Zip ALAMO TX, 78516

E-Mail Address: raul@rgvmxrays.com

Representative(s) Name(s) & Title(s) RAUL CALERA, PRESIDENT/CYNTHIA CALERA, V-PRESIDENT

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor __X__ Other, Specify S-CORP
State Identification No. 01403923 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: TEXAS Date: 06/03/96 Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor __X__ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

RAUL CALERA, PRESIDENT/ CYNTHIA CALERA, V-PRESIDENT

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

Small Business:

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
☒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

❒ Black American
☒ Hispanic American
❒ Asian Pacific American
❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ☒ Yes ❒ No

Indicate Certification No.(s): 1742790850800 or are Certificate(s) attached?: ☒ Yes ❒ No

What type of product(s) is/are solicited by your company?: NOT APPLICABLE

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.:

DEBARMENT

HIDALGO COUNTY
SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"

RFB NO. 2009-217-09-23-MEG

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: RAUL CALERA
Title: PRESIDENT
Telephone Number: (956) 783-9779
Date: 09/14/2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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).: 1742790850800 or Are Certificate(s) Attached?: ☒ Yes ☐ No

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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:

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Building & Procurement Commission (TBPC), hereby certifies that

CALERA, INC., DBA RIO GRANDE MOBILE XRAY

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 05-NOV-2005, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the TBPC's HUB program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number:	1742790850800
File/Vendor Number:	45495
Approval Date:	02-NOV-2005
Expiration Date:	02-NOV-2009

Paul A. Gibson
HUB Certification & Compliance Supervisor
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.tbpc.state.tx.us) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

September 8, 2009

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

CALERA, INC.

is, as of this date, in good standing with this office having no franchise tax reports or payments due at this time. This certificate is valid through the date that the next franchise tax report will be due May 17, 2010.

This certificate does not make a representation as to the status of the entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted entity is subject to franchise tax as required by law. This certificate is not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 8th day of
September 2009 A.D.

Susan Combs
Texas Comptroller

Taxpayer number: 17427908508
File number: 0140392300

Form 05-304 (Rev. 12-07/17)

Rio Grande Valley©
MOBILE X-RAYS

References

Company:	**Las Palmas Healthcare**
Address:	1301 E. Quebec McAllen, TX 78501
Contact:	Mr. Hari Zamboodiri/Administrator
Phone:	(956)972-0049
Work Performing:	Mobile X-Rays
Contract Term:	Yearly

Company:	**Briarcliff Nursing & Rehab-**
Address:	3201 N. Ware. Rd. McAllen, TX 78501
Contact:	Ms. Teri Zarate/Administrator
Phone:	(956)631-5542
Work Performing:	Mobile X-Rays
Contract Term:	Yearly

Company:	**Starr County Jail**
Address:	100 E. 6th St. Rio Grande City, TX 78582
Contact:	Ms. Diana Vasquez
Phone:	(956)487-4552
Work Performing:	Mobile X-Rays
Contract Term:	Yearly

EXHIBIT "A" PAGE 2

RC Form 12-1 Rev 7-07

Department of State Health Services

CERTIFICATE OF REGISTRATION FOR RADIATION MACHINE SERVICES

Pursuant to the Texas Radiation Control Act, Title 25 Texas Administrative Code (TAC) §289 (as amended), and in reliance on statements and representations made by the registrant, this Certificate of Registration is issued authorizing the registrant to receive, possess transfer or acquire radiation machines and to use or provide services for such machines for the purpose(s) and at the place(s) designated below. This registration is subject to all applicable rules, regulations and orders of Texas Department of State Health Services in effect and to the conditions specified below.

Name and Mailing address of registrant:

CALERA INC
DBA RIO GRANDE VALLEY MOBILE X-RAYS
ATTN RAUL A CALERA RSO
1421 SIOUX RD
ALAMO TX 78516

R21636
Registration Number

18
Amendment Number

31 DECEMBER 2018
Expiration Date

CONDITIONS

1. In accordance with 25 TAC §289, the records location is:

Site	Location
000	1421 Sioux Road, Alamo, 78516

2. The individual designated to perform the functions of radiation safety officer for this registration is **Raul A. Calera.**

3. The registrant ***shall notify*** the agency, in writing, of any change in the information shown on the application for registration or this Certificate of Registration in accordance with 25 TAC §289.226.

4. The registrant shall comply with the provisions of 25 TAC §289.203, §289.204, §289.205, §289.226, §289.227, §289.228, §289.229, §289.231, §289.232, and §289.233.

5. The authorized place of use includes temporary job sites throughout Texas.

6. The registrant shall ensure that all x-ray equipment, provided for use in the healing arts, meet the equipment requirements of 25 TAC §289.227.

7. The registrant shall not provide radiation machines to any facility that does not have a certificate authorizing them to use the services of a Provider of Equipment in accordance with 25 TAC §289.226. The Provider of Equipment shall maintain registration documentation in its records for the facilities that were provided equipment. This record shall be available for inspection by this agency.

Conditions Continued on Page 2

R21636
Registration Number

Conditions Continued

8. The registrant shall keep a log of radiation machines provided in Texas. Such a record shall list the date, name of customer, and customer's registration number. This record shall be maintained current and available for inspection by this agency.

9. Except as specifically provided otherwise by this certificate, the registrant shall possess and use the x-ray machines authorized by this registration in accordance with statements, representations, and procedures contained in the following:

operating, safety and emergency procedures dated 24 January 1995,
updates received 23 January 2003,
10 March 2003, and
18 January, 2007.

25 TAC §289 shall prevail over statements contained in the above documents unless statements are more restrictive than the regulations.

10. This certificate will remain in effect until the expiration date, a written request for termination is submitted by the registrant or restrictive action is taken by the agency. This does not alleviate the registrant's responsibility to comply with 25 TAC §289.226. If the registrant files an application for renewal prior to the expiration date, the Certificate of Registration will not expire until the application status has been finally determined by the agency.

suance of this Certification of Registration does not alleviate you from compliance with any outstanding notices of violation or payment ees due.

19 DECEMBER 2008
Date Issued

Keith Smith
Radiation Safety Licensing Branch

AUTHORIZED USE CATEGORIES

TE: 19 DECEMBER 2008

CILITY NAME: CALERA, INC.
DBA RIO GRANDE VALLEY MOBILE X-RAYS

REGISTRATION NO.: R21636

USE CATEGORY	Site
'5 – Services	000

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Raul Calera

License Number 16000

Control Number 146786

Expires 3/31/2010

Cardholder Signature

Commissioner

Texas Department of State Health Services

DOES HEREBY CERTIFY THAT

Jose Reyes Becerra

meets the qualifications established in Texas Occupations Code, Chapter 601 to temporarily perform radiologic procedures and is authorized to employ the title

Certified Temporary Medical Radiologic Technologist

in the State of Texas, so long as this certificate is not revoked or suspended. This temporary certificate is not renewable.

License Number 96983

Effective 06/22/2009

INVALID WITHOUT CURRENT RENEWAL CARD

David L. Lakey, M.D. Commissioner of Health

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Enrique Cervantes

License Number 92284

Control Number 151748

Expires 7/31/2010

Cardholder Signature

Commissioner

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Enrique Cervantes

License Number 92284

Control Number 151748

Expires 7/31/2010

Cardholder Signature

Commissioner

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Guadalupe Davila

License Number 91711

Control Number 150048

Expires 5/31/2010

Cardholder Signature

Commissioner

THE AMERICAN REGISTRY OF
RADIOLOGIC TECHNOLOGISTS®

USE ORIGINAL CARD FOR VERIFICATION

I.D. Number

385643

Valid Thru End Of

MAY-2010

GUADALUPE DAVILA, R.T.(R) (ARRT)
9111 E MONTE CRISTO RD
EDINBURG, TX 78542-1691

Status In CE Compliance

CE Biennium
05/01/2009
04/30/2011

>TC

Display this card with your certificate

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Ricardo Delgado

License Number 21541

Control Number 140580

Expires 9/30/2009

Cardholder Signature

Commissioner

Display this card with your certificate

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Mauro Flores

License Number 14878

Control Number 153532

Expires 8/31/2010

Cardholder Signature

Commissioner

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Hugo Gonzalez

ense Number 90657

ıtrol Number 154821

Expires 9/30/2010

Cardholder Signature

Commissioner

THE AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS®

USE ORIGINAL CARD FOR VERIFICATION

I.D. Number

Valid Thru End Of

414467

SEP-2009

HUGO GONZALEZ, R.T.(R) (ARRT)
1916 N 32ND ST
MC ALLEN, TX 78501-6644

«Status»
CE Compliant

CE Biennium
09/01/2008
08/31/2010

THE AMERICAN REGISTRY OF
RADIOLOGIC TECHNOLOGISTS®

USE ORIGINAL CARD FOR VERIFICATION

I.D. Number

265400

Valid Thru End Of

SEP-2009

NICOLAS LARA, R.T.(R) (ARRT)
117 SUMMERWIND BLVD
LAREDO, TX 78041

<Status>
CE Compliant

CE Biennium
09/01/2008
08/31/2010
bEB

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Nicolas Lara

License Number 13316

Control Number 153847

Expires 9/30/2010

Cardholder Signature

Commissioner

THE AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS®

USE ORIGINAL CARD FOR VERIFICATION

I.D. Number	Valid Thru End Of
370746	AUG-2010

ROY LUNA JR, R.T.(R) (ARRT)
5313 W ROGERS RD
EDINBURG, TX 78541

Status In CE Compliance

CE Biennium
08/01/2009
07/31/2011
9L+

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Roy Luna

License Number 26675

Control Number 163583

Expires 8/31/2011

Cardholder Signature

Commissioner

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Jose Alberto Noyola jr

License Number 2055

Control Number 146610

Expires 3/31/2010

Cardholder Signature

Commissioner

Display this card with your certificate

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Jose Alberto Noyola jr

License Number 2055

Control Number 146610

Expires 3/31/2010

Cardholder Signature

Commissioner

Carry this card with you

Texas Department of State Health Services

certifies that the person identified below is a

Certified Temporary Medical Radiologic Technologist

Nora Elia Pena

License Number 96934

Control Number 162255

Expires 6/14/2010

Cardholder Signature

Commissioner

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Gerardo Rodriguez

License Number 95265

Control Number 155035

Expires 6/30/2010

Cardholder Signature

Commissioner

Texas Department of State Health Services

certifies that the person identified below is a

Certified Medical Radiologic Technologist

Gerardo Rodriguez

License Number 95265

Control Number 155035

Expires 6/30/2010

Cardholder Signature

Commissioner

THE AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS®

USE ORIGINAL CARD FOR VERIFICATION

I.D. Number 442403

Valid Thru End Of JUN-2009

GERARDO RODRIGUEZ, R.T.(R) (ARRT)
3100 N J ST APT 8
MCALLEN, TX 78501-1430

<Status>
CE Compliant

CE Biennium
06/01/2009
05/31/2011

AI-18431 **26.H.3.**

Approval of Payment No. 7-Gignac Architects-SO Sub-station in Pct. #1
CC REGULAR

Date: 11/10/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Acceptance and approval for Invoice #7 in the amount of $136,816.85, from Gignac & Associates Architects LLP., contracted architect for " Design & Construction of Hidalgo County Sheriff's Office Substation in Precinct No. 1 Area"-contract #C-08-051-01-30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-423-00-280-036-0-720
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 601736 available balance as of $46,646.71. Funding in PO pending PO increase.

Attachments

Link: Invoice No. 7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 03:19 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:24 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/06/2009 11:34 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rocio Villarreal Started On: 11/05/2009 02:49 PM

Final Approval Date: 11/06/2009

GIGNAC | ARCHITECTS

September 24, 2009

Mr. Juan M. Tapia, Procurement Specialist
County of Hidalgo Sheriff's Office
711 El Cibolo Road
PO Box 1228
Edinburg, Texas 78450

Re: County of Hidalgo
Sheriff's Office Substations 1
Project No.: 07.10
P.O. Order 601736/C-08-051-01-30

Dear Mr. Tapia:

Enclosed, please find our Invoice No. 7 for architectural services on the above referenced project for the amount of $136,816.85.

We would appreciate payment of this invoice at your earliest convenience.

Thank you for your consideration.

Sincerely,

GIGNAC & ASSOCIATES LLP

Raymond Gignac, AIA

RG/im

416 STARR STREET · CORPUS CHRISTI, TEXAS 78401
PHONE: 361/884-2661 · FAX: 361/884-4232

INVOICE #: 7
DATE: 1-Sep-09
RE: County of Hidalgo
Sheriff's Office Substations 1
Project No. : 07.10
PO #601736/C-08-051-01-30

COUNTY OF HIDALGO SHERIFF'S OFFICE
ATTN: JUAN TAPIA, PROCUREMENT SPECIALIST
711 EL CIBOLO ROAD
PO BOX 1228
EDINBURG, TX. 78450

FOR PROFESSIONAL SERVICES RENDERED: *1/1/2009 through 8/31/2009*

Base Proposal	$2,615,000	x	7.25%	$ 189,587.50
Civil Portion	$952,517	x	7.25%	$ 69,057.48
Alternate No. 1/Community Room	$196,400	x	7.25%	$ 14,239.00
Alternate No. 2/Intox-Lab	$83,200	x	7.25%	$ 6,032.00
Alternate No. 3/Add.Holding Cells	$306,600	x	7.25%	$ 22,228.50
Alternate No. 4/Sally Port	$130,000	x	7.25%	$ 9,425.00
Alternate No. 5/Site Work	$524,854	x	7.25%	$ 38,051.92
Alternate No. 6/8'Security Fence	$97,000	x	7.25%	$ 7,032.50
Alternate No. 7/Filling Station	$22,000	x	7.25%	$ 1,595.00

FEE BASIS: $ 357,248.90 Final Fee adjusted in accordance with final construction cost.

	% FEE	FEE	% COMP	TOTAL EARNED	PREV. BILLED	DUE THIS INVOICE
A. BASIC SERVICES:						
1) SCHEMATIC DESIGN	15.0%	$ 53,587.34	100%	$ 53,587.34	$ 27,187.50	$ 26,399.84
2) DESIGN DEVELOPMENT	20.0%	71,449.78	100%	71,449.78	36,250.00	35,199.78
3) CONSTRUCTION DOCUMENTS	40.00%	142,899.56	100%	142,899.56	68,875.00	74,024.56
4) RECEIPT OF BIDS	5.00%	17,862.45	0%	0.00	0.00	0.00
5) CONSTRUCTION PHASE	20%	71,449.78	0%	0.00	0.00	0.00
Total Basic Services	100%	$ 357,248.90		$ 267,936.68	$ 132,312.50	$ 135,624.18
B. REIMBURSABLE EXPENSES:						
1. Printing/Reproduction	*419.64*			$ 1,383.21	$ 963.57	$ 419.64
2. Telephone/Faxes				0.00	0.00	0.00
3. Postage/Delivery	*73.03*			202.50	129.47	73.03
4. Photography				0.00	0.00	0.00
5. Travel/Subsistence				597.75	597.75	0.00
6. Consultant Fees	*(Rendering)*			1,300.00	600.00	700.00
Total Reimbursable Expenses				$ 3,483.46	$ 2,290.79	$ 1,192.67
C. PROJECT TOTALS:				$ 269,236.68	$ 134,603.29	$ 136,816.85

GIGNAC & ASSOCIATES ARCHITECTS LLP

By: _____
Raymond Gignac, AIA

Please remit payment to:
Gignac & Associates LLP
416 Starr Street
Corpus Christi, TX 78401

Ridgway's
THE IMAGE COMMUNICATIONS TEAM

ARC
An American Reprographics Company

FILE COPY

INVOICE NUMBER

REMIT TO:
RIDGWAY'S - CORPUS CHRIST
P.O. BOX 2117
CORPUS CHRISTI, TX 78403
Phone: (361) 882-7471
Fax: (361) 882-9298
TaxId: 746036592

15-197635

Order: 238905
Date: 03/10/2009
Time: 8:54AM

BILL TO:

GIGNAC & ASSOCIATES
416 STARR
ATTN; A/P DEPT.
CORPUS CHRISTI TX 78401

34400

SHIP TO:

GIGNAC & ASSOCIATES
416 STARR
ATTN; A/P DEPT.
CORPUS CHRISTI TX 78401
Phone: (361)884-2661

Ordered By
RACHELE

Project Number	Ship Via	Salesman	Invoiced By
COVERS	Our truck	HOUSE	ROSIE

INVOICE

TERMS: Net 30 Days

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY SHIPPED	QUANTITY BACK ORDERED	UNIT PRICE	EXTENSION
2501.01	COLOR LASER 1-SIDE 11 X 17 3 copies of 2 originals	CP	6		1.7500	10.50
4040.01	5 MIL 2-SIDED - LAMINATING 1 set of 6(9x11) 6 sq ft	SF	6			25.20
2218.03 TRIMMING	LABOR - DIGITAL IMAGING	EA	1		15.00	15.00

GO GREEN WITH RIDGWAY'S!
Please join Ridgway's in our commitment
to environmental responsibility by
utilizing our GREEN products & services.
Call now for more information.

GROSS AMOUNT	TAX %	TAX AMOUNT	FREIGHT CHARGES	TOTAL AMOUNT DUE
50.70	8.2500	4.18		$54.88

RECEIVED IN GOOD CONDITION
X _____ DATE _____ TIME _____

Late Charges of 1.5% per month, equal to 18% annually, will be applied to past due balance.

RGV Reprographics, Inc.
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

Harlingen
423.1520

INVOICE

Invoice Number 83316
Invoice Date: Aug 4, 2009
Page: 1

Bill To:	Ship to:
Gignac & Associates LLP 416 Starr Street Corpus Christi, TX 78401 USA	Gignac & Associates 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 USA

Hidalgo Cty Sheriffs Office

Customer ID	Customer PO	Payment Terms	
GIGNAC	07.10	Net 30 Days	
Sales Rep ID	**Branch**	**Ship Date**	**Due Date**
EDG - Sales Rep	Harlingen Clp		9/3/09

Quantity	Item	Description	Unit Price	Amount
1,212.00	3200B-03	DIGITAL PRINTING 1001-2000 SF 101 orig 2 ea 24x36	0.180	218.16
2.00	2543-03	BINDING -WIDE FORMAT	0.500	1.00
1,998.00	2500A-03	8.5 X 11 COPIES 998 orig 2ea	0.050	99.80
2.00	2542-03	BINDING -SPECS	1.500	3.00
1.00	9915-01	DELIVERY CHARGE zone 6	15.000	15.00
		HIDALGO COUNTY SHERIFF SUB-STATION		

ENTERED

Subtotal	336.96
Sales Tax	27.80
Freight	
Total Invoice Amount	364.76
Payment/Credit Applied	
BALANCE DUE	364.76

Check/Credit Memo No:

SEP-02-2009 10:41 From:RGV REPROGRAPHICS 956 423 1529 To:19566861529 P.1/2

Invoice No 131856 **Customer #** 0W083291308
Invoice Date 04/29/2009 **Customer** GIGNAC & ASSOC

AIRBILL NUMBER ORIGIN / DEST SHIP DATE YOU OWE AS DESCRIPTION	CUSTOMER NUMBER SENDER SENT BY REFERENCE NUMBER	CUSTOMER NUMBER RECEIVER ATTENTION	WGT - REC AT # PCS CHG WGT WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZE8536X139- 1598762 03/23/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ HIDALGO CO.	RGV REPROGRAPHICS 519 S BROADWAY ST MCALLEN TX 78501 RGV REPROGRAPHICS	15 1 02	NAS AF-FS	18.30 0.46	18.76	22.13
1ZE8536X139- 4744384 03/23/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO HCISD TENNIS COURTS	HCISD 1901 N 77 SUNSHINESTRIP HARLINGEN TX 78550 MR. RAMIRO FLORES	LX 1 02	NAS AF-FS	8.60 0.22	8.82	10.41
1ZE8536X029- 2984407 03/24/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	FLORES 1405 ENCHANTED CIRCLE MISSION TX 78572 KINO FLORES	LX 1 02	SDS AF-RD AF-FS	6.86 2.40 0.23	9.49	10.75
1ZE8536X139- 9233113 03/26/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	UBS FINANCIAL SERVICES 111 N. ORANGE AVE., STE. 1 ORLANDO FL 32801 KEVIN DAVIDSON	LX 1 05	NAS AF-FS	12.94 0.32	13.26	15.65
ZZE8536X139- 03/28/2009	E8536X GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401		1	AF-WSF	9.00	9.00	9.00

WWE Corpus Christi II KG
8000 IH 10 WEST SUITE 1150
SAN ANTONIO TX 78230
CUSTOMER SERVICE (210) 293-2100

AF - Additional Fee
LX - Letter
RD - Residential Delivery
WSF - Weekly Service Fee

FS - Fuel Surcharge
NAS - Next Afternoon Service
SDS - Second Day Service

WORLDWIDE EXPRESS KG
8000 IH 10 WEST
SUITE 1150
SAN ANTONIO TX 78230

INVOICE DATE	CUSTOMER NUMBER	INVOICE NUMBER	DUE DATE	AMOUNT BEFORE DUE DATE
04/29/2009	0W083291308	131856	DO NOT PAY	DO NOT PAY
				AMOUNT AFTER DUE DATE
				DO NOT PAY

REMIT TO:

GIGNAC & ASSOC
416 STARR
CORPUS CHRISTI TX 78401

WORLDWIDE EXPRESS
8000 IH 10 WEST
SUITE 1150
SAN ANTONIO TX 78230

THANK YOU FOR SHIPPING WITH WORLDWIDE EXPRESS

INVOICE DATE	CUSTOMER NUMBER	INVOICE #	AIRBILLS	DUE DATE	AMOUNT BEFORE DUE DATE
04/29/2009	0W083291308	131856	71	DO NOT PAY	DO NOT PAY
					AMOUNT AFTER DUE DATE
				NET PAYMENT DUE 21 DAYS	DO NOT PAY

BILL TO: GIGNAC & ASSOC
416 STARR
CORPUS CHRISTI TX 78401

A LATE FEE OF 1 1/2% INTEREST PER MONTH (18% INTEREST PER ANNUM), OR THE MAXIMUM ALLOWABLE BY LAW MAY BE ASSESSED FOR ALL AMOUNTS OWED PAST 21 DAYS FROM THE DATE OF INVOICE.

AIRBILL NUMBER ORIGIN / DEST SHIP DATE YOU OWE AS DESCRIPTION	CUSTOMER NUMBER SENDER SENT BY REFERENCE NUMBER	CUSTOMER NUMBER RECEIVER ATTENTION	WGT - REC AT # PCS CHG WGT WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZE8536X139- 2996357 03/19/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ LOSTPEICH/SAN PEDRO	GREEN RUBIANO & ASSOCIATES 1220 W HARRISON AVE HARLINGEN TX 78550 BRIAN DRACHENBURG/HE	LX 1 02	NAS AF-FS	8.60 0.22	8.82	10.41
1ZE8536X029- 4879590 03/23/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	GIGNAC & ASSOCIATES 222 E. VAN BUREN HARLINGEN TX 78550 ANA SALAS	LX 1 02	SDS AF-FS	6.86 0.17	7.03	8.29
1ZE8536X139- 0442770 03/23/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ HIDALGO CO.	RGV REPROGRAPHICS 519 S BROADWAY ST MCALLEN TX 78501 RGV REPROGRAPHICS	20 1 02	NAS AF-FS	21.11 0.53	21.64	25.54

WWE Corpus Christi II KG
8000 IH 10 WEST SUITE 1150
SAN ANTONIO TX 78230
CUSTOMER SERVICE (210) 293-2100

AF - Additional Fee
LX - Letter
SDS - Second Day Service

FS - Fuel Surcharge
NAS - Next Afternoon Service

Invoice No 131856
Invoice Date 04/29/2009
Customer # 0W083291308
Customer GIGNAC & ASSOC

Worldwide EXPRESS

AIRBILL NUMBER / ORIGIN / DEST / SHIP DATE / YOU OWE AS / DESCRIPTION	CUSTOMER NUMBER / SENDER / SENT BY / REFERENCE NUMBER	CUSTOMER NUMBER / RECEIVER / ATTENTION	WGT - REC AT / # PCS / CHG WGT / WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZV31414029- 9121613 03/24/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.02 PSJA	DBR ENGINEERING CONSULTANT 8626 TESORO DR STE 702 SAN ANTONIO TX 78217 BRIAN C. UHLRICH	1 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414019- 3304081 03/25/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.05 RAYMONDVILLE	STANLEY SECURITY SOLUTIONS 9518 ANDREW PT SAN ANTONIO TX 78251 ROCKY RIVAS	1 1 03	EXP AF-FS	14.50 0.36	14.86	17.54
1ZV31414029- 5206628 03/25/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 06.32 LA JOYA	LEYENDECKER CONSTRUCTION I 4220 SANDERS AVE LAREDO TX 78041 RENEE CORTES	1 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414029- 0088695 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.10 HIDALGO SHERIFF	DBR ENGINEERING CONSULTANT 8626 TESORO DR STE 702 SAN ANTONIO TX 78217 ZAC MORTON	1 1 03	SDS AF-FS	7.03 0.49	7.52	8.88
1ZV31414029- 6915253 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.10 SHERIFF'S OFFICE	TEXAS COMMISSION ON JAIL S 300 W. 15TH STREET SUITE 5 AUSTIN TX 78711 JAMES SHORT	LX 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414029- 7667449 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 08.12 EARLY COLLEGE HS	STANLEY SECURITY SOLUTIONS 9518 ANDREW PT SAN ANTONIO TX 78251 ROCKY RIVAS	LX 1 03	SDS AF-FS	7.03 0.18	7.21	8.51
1ZV31414039- 9903231 03/26/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.05 RAYMONDVILLE	ALDERSON ASSOCIATES ENG. 8415 DATA POINT DR. SAN ANTONIO TX 78229 CHARLIE JOHNSON	1 1 03	GND AF-FS	4.81 0.13	4.94	5.83
1ZV31414039- 8622662 03/30/2009 SHIPPER	GIGNAC & ASSOC 222 E VAN BUREN HARLINGEN TX 78550 ROLANDO CASTILLO 07.02 PSJA	PHARR SAN JUAN ISD 601 E. KELLY PHARR TX 78577 MANUEL RIVERA	1 1 02	GND AF-FS	4.71 0.19	4.90	5.78

WWE Corpus Christi II KG
8000 IH 10 WEST SUITE 1150
SAN ANTONIO TX 78230
CUSTOMER SERVICE (210) 293-2100

AF - Additional Fee
FS - Fuel Surcharge
LX - Letter

EXP - Express
GND - Ground
SDS - Second Day Service

5

Invoice No 131856
Invoice Date 04/29/2009
Customer # 0W083291308
Customer GIGNAC & ASSOC

Worldwide EXPRESS

AIRBILL NUMBER ORIGIN / DEST SHIP DATE YOU OWE AS DESCRIPTION	CUSTOMER NUMBER SENDER SENT BY REFERENCE NUMBER	CUSTOMER NUMBER RECEIVER ATTENTION	WGT - REC AT # PCS CHG WGT WGT CODE - ZONE	CHG TYPE	CHARGE AMOUNT	DISCOUNT PRICE	LIST PRICE
1ZE8536X139- 0554819 03/30/2009 SHIPPER	GIGNAC & ASSOCIATES 416 STARR ST CORPUS CHRISTI TX 78401 ROJELIO HERNANDEZ HIDALGO CO.	MOTUNRAYO BADRU 3727 ASHFORD VILLA LANE HOUSTON TX 77082 TUNRAYO BADRU	2 1 DIM FRT 03	NAS AF-RD AF-FS	14.33 2.40 1.17	17.90	20.66
1ZE8536X139- 6070723 03/31/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	GIGNAC 103 FIDELITY ST COLLEGE STATION TX 77840 NICHOLAS GIGNAC	LX 1 03	NAS AF-RD AF-FS	9.75 2.40 0.85	13.00	14.88
1ZE8536X139- 6244134 03/31/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO PERSONAL	GIGNAC & ASSOCIATES 222 E. VAN BUREN HARLINGEN TX 78550 ANA SALAS	LX 1 02	NAS AF-FS	8.60 0.60	9.20	10.86
1ZE8536X019- 6677341 04/01/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 LA JOYA	LA JOYA ISD 201 E EXPRESSWAY 83 LA JOYA TX 78560 DR. ALDA T. BENAVIDE	LX 1 02	EXP AF-FS	9.75 0.68	10.43	12.31
1ZE8536X139- 5014358 04/01/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO BROWNSVILLE ISD	BROWNSVILLE ISD 1900 E PRICE RD BROWNSVILLE TX 78521 OSCAR TAPIA	LX 1 02	NAS AF-FS	8.60 0.60	9.20	10.86
1ZE8536X139- 6219162 04/01/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO EARLY COLLEGE	HCISD 1901 N 77 SUNSHINESTRIP HARLINGEN TX 78550 MR. RAMIRO FLORES	LX 1 02	NAS AF-FS	8.60 0.60	9.20	10.86
1ZE8536X019- 2046824 04/02/2009 SHIPPER	GIGNAC AND ASSOCIATES 416 STARR STREET CORPUS CHRISTI TX 78401 WD CARMICHAEL PSJA SUBMITTALS	GIGNAC & ASSOCIATES 222 E. VAN BUREN HARLINGEN TX 78550 ANA SALAS	2 1 DIM FRT 02	EXP AF-FS	12.85 0.90	13.75	16.22
1ZE8536X139- 9288181 04/02/2009 SHIPPER	GIGNAC & ASSOC 416 STARR CORPUS CHRISTI TX 78401 IRIS MORENO BAYFRONT DEVELOPMENT	SASAKI ASSOCIATES, INC. 64 PLEASANT ST WATERTOWN MA 02472 MICHAEL SHELTON	2 1 DIM FRT 07	NAS AF-FS	25.07 1.75	26.82	31.65

3D Sky America Ltd. Co.

PO Box 84323
Pearland, TX 77584

Invoice

Date	Invoice #
2/3/2009	1179

Bill To
GIGNAC Associates Motunrayo Badru 416 Starr Street Corpus Christi, TX 78401

Terms	Due Date	Account #	Project
2 Wks After Deliver	2/18/2009		Hidalgo Rendering

Quantity	Description	Rate	Amount
	Rights to reproduce any images and/or animations	700.00	700.00

Thank you for choosing 3D Sky America!

Subtotal	$700.00
Sales Tax (8.25%)	$0.00
Total	$700.00
Payments/Credits	$0.00
Balance Due	$700.00

3D Sky America Ltd. Co.

Phone: 713.436.5445
Fax: 713.436.1319
E-mail: info@3dskyimage.com
Web Site: www.3dskyimage.com

ENTERED

AI-18453 **26.H.4.**

Approval of Certificate of Completion;Final and Retainage Payment-Herrera & Hunt

CC REGULAR

Date:	11/10/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting approval of the following in connection with the Construction of a CSS Garage and Sidewalk for the Hidalgo County Sheriff's Office as submitted by awarded contractor Herrera & Hunt Inc.:

a. Certificate of Substantial Completion from Herrera & Hunt, Inc., reflecting the substantial completion date of September 1, 2009;
b. Approval of Request for Application No. 4 (Final) in the amount of $6,075.00;
c. Approval of Request for Application No. 5 (Retainage) in the amount of $7,877.70.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1330-421-00-115-050-0-720

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

BUDGETARY IMPACT:

PO 604764

FISCAL YEAR: **ACCT. #:** 9-1330-206-00-000-011-0-000

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

BUDGETARY IMPACT:

Attachments

Link: Substantial Completion Final;Retainage Payment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 03:51 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 04:05 PM	APRV
3	Dale Kennan	Dale Kennan	11/06/2009 04:26 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Rocio Villarreal

Started On: 11/06/2009 03:10 PM

Final Approval Date: 11/06/2009

Herrera & Hunt Inc.
Job Order Specialists

Certificate of Completion
For the
Construction of a CSS Garage
And Sidewalk
701 El Cibolo Rd.
Edinburg Texas 78539
RFP -08-122

September 1st. 2009

This project is substantially complete pursuant to the outlined Scope of Work and to the satisfaction of the Hidalgo County Sheriff's Office.

Herrera & Hunt Inc.
1837 Cisco Drive
Los Fresnos Texas 78566

Keith F Hunt

Hidalgo County Sheriff's Office
701 El Cibolo Rd.
Edinburg Texas 78539

Accepted By,
Lt. Richard Ozuna

HERRERA & HUNT, INC.
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

Project No./Contract No.	REQ: 00133867			
County	Hidalgo County	City	Edinburg	
Contractor	Herrera & Hunt Inc.	From	2/1/2009	To 9/1/2009
P. O Identification No.	604764			
Project Name	Addition to Motor Pool and New CSI Garage			

Application is hereby made for payment on the above mentioned contract.

Amount of Original Contract	$ 78,777.00 ✓
Adjustments (Supplemental Agreements, Credit Change Order, Unit Price Contract Adjustment, Unused Contingency on Final Application for Payment)	$ 0.00
Net Adjusted Contract Amount	$ 78,777.00
Total Work Complete to Date	$ 78,777.00
Less 10% Retained	$ 7,877.70
Difference	$ 70,899.30
Less Previous Payments	$ 64,824.30 ✓
Payment Due This Application	$ 6,075.00

Date Time Changes Began -	October 01,2008	
Contract Working Days (as specified in Contract) -	120	
Adjustments to Working Days (approved in writing) -	0	
Net Adjusted Working Days	120	
Total Working Days Complete thru Previous Application -		107
Working Days Completed this Application -		13
Total Working Days Completed to Date -		120
Working Days Left to Complete Project -		0

This is to certify that Herrera & Hunt Inc., contractor for the above Contract, is entitled to the payment indicated above in accordance with the terms of this contract.

By: _____ Herrera & Hunt Inc.
Date: 09-01-09

By: _____ Hidalgo County Field Inspector
Date:

9-1330-421-00-115-050-0-720

By: _____ Owner'sAuthorized Representative
Date:

Invoice Received By: _____ 10-16-09
Good/Services Received By: _____

Page 1

SCHEDULE OF VALUES

Application No. 4

Project No./Contract No. REQ: 00133867 PO 604764

Project Name Sherriff Department CSI Garage
Addition to Motor Pool and Sidewalk

County Hidalgo

Contractor Herrera & Hunt Inc.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	WORK COMPLETE TO DATE	BALANCE TO COMPLETE
99	Choice Facility Partners Fees	$ 3,181.00	$ 3,181.00	$ -	$ 3,181.00	$ -
100	Performance and Payment Bonds	$ 2,391.00	$ 2,391.00	$ -	$ 2,391.00	$ -
101	Insurance	$ 1,905.00	$ 1,905.00	$ -	$ 1,905.00	$ -
102	Project Plans	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -
103	Field Supervision & Travel	$ 6,500.00	$ 4,700.00	$ 1,800.00	$ 6,500.00	$ -
104	General Labor	$ 3,500.00	$ 2,400.00	$ 1,100.00	$ 3,500.00	$ -
105	Site Work Slab Prep	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -
106	Misc. Selective Demolition	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -
107	Rubbish Removal	$ 2,200.00	$ 1,600.00	$ 600.00	$ 2,200.00	$ -
108	Foundation Dirt in Place	$ 2,700.00	$ 2,700.00	$ -	$ 2,700.00	$ -
109	Foundation Steel in place	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -
110	Foundation Pour	$ 3,500.00	$ 3,500.00	$ -	$ 3,500.00	$ -
112	Metal Building Delivery	$ 22,500.00	$ 22,500.00	$ -	$ 22,500.00	$ -
113	Metal Building Erection	$ 8,500.00	$ 6,200.00	$ 2,300.00	$ 8,500.00	$ -
114	Electrical	$ 9,500.00	$ 8,550.00	$ 950.00	$ 9,500.00	$ -
115	Sidewalk	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -
116						
117						
118						
119						
120						
121						
122						
	TOTAL - SCHEDULED VALUES	$ 78,777.00	$ 72,027.00	$ 6,750.00	$ 78,777.00	$ -
	PERCENTAGE COMPLETE	100%	100%	100%	100%	

Purchase Order

COUNTY OF HIDALGO

PO#: 604764

DATE: 06/09/08

VENDOR: 347866 REQ:00133667
FAX (956)781-3383 Email:
Phone:(956)330-5566
HERRERA & HUNT, INC
1030 W ELLIS
ALAMO TX 78516
Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL

Special Instructions:
Contract No:

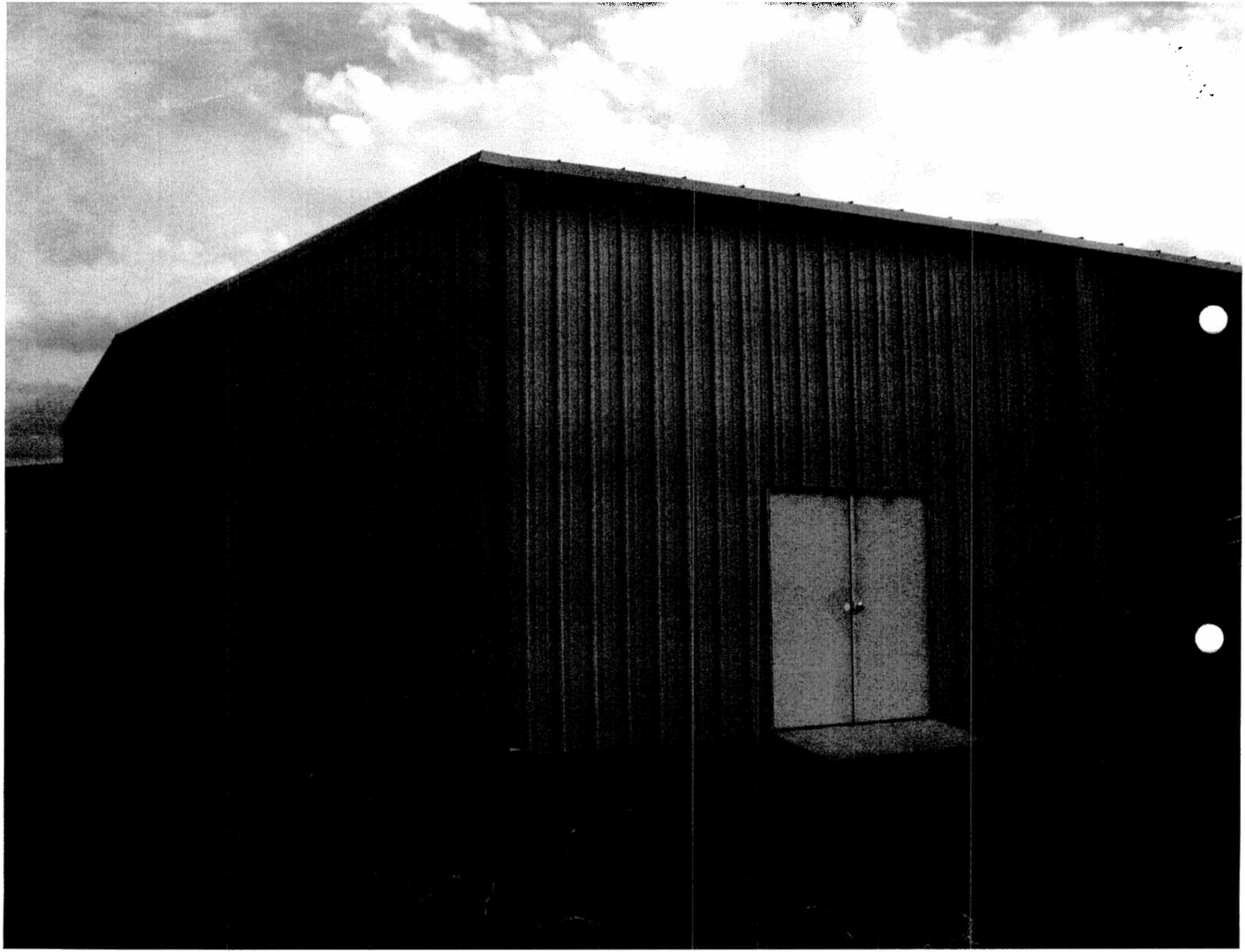
VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	LOT	ADDITION TO MOTOR POOL BLDG. CONSTRUCTION OF A CSS GARAGE AND SIDEWALK, INCLUDE LABOR AND MATERIALS. (RFP-08-122)	78,777.00	78,777.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		78,777.00
		********** For Hidalgo County use only **********		
		8-1330-421-00-115-050-0-739 78,777.00		
		Approved		

Authorized by: Marcus L. Salazar





HERRERA & HUNT, INC.
CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5

Project No./Contract No.	**REQ: 00133867**				
County	Hidalgo County	City	Edinburg		
Contractor	Herrera & Hunt Inc.	From	9/1/2009	To	10/1/2009
P. O Identification No.	**604764**				
Project Name	Addition to Motor Pool and New CSI Garage				

Application is hereby made for payment on the above mentioned contract.

Amount of Original Contract	$	78,777.00
Adjustments (Supplemental Agreements, Credit Change Order, Unit Price Contract Adjustment, Unused Contingency on Final Application for Payment)	$	0.00
Net Adjusted Contract Amount	$	78,777.00
Total Work Complete to Date	$	78,777.00
Less 10% Retained	$	0.00
Difference	$	78,777.00
Less Previous Payments	$	70,899.30
Payment Due This Application	$	7,877.70

Date Time Changes Began -	October 01,2008	
Contract Working Days (as specified in Contract) -	120	
Adjustments to Working Days (approved in writing) -	0	
Net Adjusted Working Days	120	
Total Working Days Complete thru Previous Application -		107
Working Days Completed this Application -		13
Total Working Days Completed to Date -		120
Working Days Left to Complete Project -		0

This is to certify that Herrera & Hunt Inc. , contractor for the above Contract, is entitled to the payment indicated above in accordance with the terms of this contract.

By: _____ By: _____
Herrera & Hunt Inc. Hidalgo County Field Inspector
Date: 10-01-09 Date: _____

9-1330-421-00-115-050-0-720

By: _____
Owner'sAuthorized Representative
Date: _____

Invoice Received By: _____
10-16-09
Good/Services Received By: _____

Page 1

SCHEDULE OF VALUES

Application No. 5

Project No./Contract No. **REQ: 00133867** **PO 604764**

Project Name Sherriff Department CSI Garage
Addition to Motor Pool and Sidewalk

County Hidalgo

Contractor Herrera & Hunt Inc.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETE PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	WORK COMPLETE TO DATE	BALANCE TO COMPLETE
99	Choice Facility Partners Fees	$ 3,181.00	$ 3,181.00	$ -	$ 3,181.00	$ -
100	Performance and Payment Bonds	$ 2,391.00	$ 2,391.00	$ -	$ 2,391.00	$ -
101	Insurance	$ 1,905.00	$ 1,905.00	$ -	$ 1,905.00	$ -
102	Project Plans	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -
103	Field Supervision & Travel	$ 6,500.00	$ 4,700.00	$ 1,800.00	$ 6,500.00	$ -
104	General Labor	$ 3,500.00	$ 2,400.00	$ 1,100.00	$ 3,500.00	$ -
105	Site Work Slab Prep	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -
106	Misc. Selective Demolition	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -
107	Rubbish Removal	$ 2,200.00	$ 1,600.00	$ 600.00	$ 2,200.00	$ -
108	Foundation Dirt in Place	$ 2,700.00	$ 2,700.00	$ -	$ 2,700.00	$ -
109	Foundation Steel in place	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -
110	Foundation Pour	$ 3,500.00	$ 3,500.00	$ -	$ 3,500.00	$ -
112	Metal Building Delivery	$ 22,500.00	$ 22,500.00	$ -	$ 22,500.00	$ -
113	Metal Building Erection	$ 8,500.00	$ 6,200.00	$ 2,300.00	$ 8,500.00	$ -
114	Electrical	$ 9,500.00	$ 8,550.00	$ 950.00	$ 9,500.00	$ -
115	Sidewalk	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -
116						
117						
118						
119						
120						
121						
122						
	TOTAL - SCHEDULED VALUES	$ 78,777.00	$ 72,027.00	$ 6,750.00	$ 78,777.00	$ -
	PERCENTAGE COMPLETE				**100%**	

AI-18403 **26.I.2.**

Section 125 Voluntary Insurance Products & COBRA Admin. Svc. for Hidalgo County

CC REGULAR

Date:	11/10/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

a. Presentation of the scoring & evaluation grid for the purposes of ranking of the responses received in connection with the request for proposals:"Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County";

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County" for the following:

1. Dental:
2. Vision:
3. Cancer:
4. Accidental:
5. Long Term and Short Term Disability:
6. Heart & Stroke:
7. COBRA Administration Services:
8. Other:

c. Authority to purchase products/policies and/or negotiate (if required) contracts for the Voluntary Insurance Products and/or COBRA Administration Services

BACKGROUND

Originator: msalazar
Date Entered: 11/06/2009 02:46 PM
Comment: Scoring grid is being drafted and will be distributed at CC inasmuch as it will not be ready for attachment before the posting of this agenda.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Most of the budgetary impact is borne by the participating employees via payroll deduction.

Attachments

Link: Participation and Acceptance Logs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/06/2009 02:47 PM	APRV
2	Budget & Management	Erika Zamora	11/06/2009 03:08 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/06/2009 04:30 PM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW

Form Started By: Gricelda Villarreal Started On: 11/04/2009 03:43 PM

Final Approval Date: 11/06/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
1.	JESSE TREVINO INSURANCE AGENCY, INC. ALLEN BASSUK	√	abassuk@itiai.com	9/08/2009	5835 CALLAGHAN RD. SUITE 320 SAN ANTONIO, TX 78228 PH: 210-521-8803 ext. 3 FX: 210-521-8854
2.	MORALES INSURANCE SERVICES PETE MORALES	√	pmorales3035@sbcglobal.net	9/08/2009	1618 PECAN McALLEN, TEXAS 78501 OFFICE: 956-630-4343 FAX: 956-630-4374 CELL: 956-624-4132
3.	RUTH VILLARREAL INSURANCE RUTH VILLARREAL	√	info@ruthvillarreal.com	9/08/2009	2407 N. SHARY RD STE. A MISSION, TEXAS 78572 PH: 956-585-0060
4.	ALAMO INSURANCE GROUP INC. LETICIA GARICA/ JAVIER GUEVARA	√	Lgarica@alamoinsgrp.com	9/08/2009	3201 CHERRY RIDGE DR. SUITE D405 SAN ANTONIO, TX 78230 VOICE: 210-524-7113 FAX: 210-524-7164 CELL: 210-313-0083
5.	AFLAC MARK LOPEZ	IP	turtangel@yahoo.com	9/08/2009	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
6.	AFLAC CARMEN M. PEDRAZA-SILVA	IP	carmen_pedrazasilva@us.aflac.com	9/08/09	1900 W. UNIVERSITY SUITE 6-123 EDINBURG, TX 78539 OFFICE: 956-457-0404 FAX: 956-383-0089
7.	AFLAC JOHN MACKEY	IP	john_mackeyiii@us.aflac.com	9/08/09	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410
8.	AFLAC PHILIOCAN ALICHIO	IP	philiocanalichio@aol.com	9/08/09	3210 W. ALBERTA RD SUITE A McALLEN, TX 78501 PH: 956-681-0410
9.	AFLAC ANNA SPENCER	IP	anna_spencer@us.aflac.com	9/08/09	1900 W. UNIVERSITY SUITE 6-123 EDINBURG, TX 78539 OFFICE: 956-457-0404 FAX: 956-383-0089
10	METLIFE CHUCK MULKEY	√	cmulkey@metlife.com	9/09/09	2805 N. DALLAS PARKWAY SUITE 215 PLANO, TX 75093 PH: (800)236-8489 CELL: 214-395-7480

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
11.	MULLEN PENSION & BENEFITS GROUP,LP MICHELLE ULLMAN	√	michellempg@swbell.net	9/09/09	4115 MEDICAL DRIVE STE. 410 SAN ANTONIO, TEXAS TOLL FREE: 800-723-6616 OFFICE: 210-949-0282 FAX: 210-949-0282
12.	COMPLETE BENEFIT SERVICES VANESSA MENDOZA	√	vanessa.mendoza@completebenefitservice.com	9/09/09	702 WYOMING EL PASO, TEXAS 79902 OFFICE: 915-542-3531 FAX: 915-532-1426 CELL: 915-497-0908
13.	COMPLETE BENEFIT SERVICES KALENA WILLEY	√	kalena@completebenefitservices.com	9/9/09	702 WYOMING EL PASO, TEXAS 79902 OFFICE: 915-542-3531 FAX: 915-532-1426 CELL: 915-497-0908
14.	ENTRUST, INC. ROBERTO PFAUMER	√	rpflamer@entrustinc.com	9/9/09	147 ST. MARY'S LANE SUITE 150 HOUSTON, TEXAS 77079 FAX: 281-204-0771
15.	HARTFORD LIFE INSURANCE SHEILA WIATR	√	sheila.wiatr@hartfordlife.com	9/10/09	PHONE: (860) 843-6920 FAX: (860) 392-1082 MOBILE: (860) 810-0634

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
16.	BLOCK VISION CARIL KOLB	√	ckolb@blockvision.com	9/10/09	325 COLUMBIA TPKE SUITE 303 FLORHAM PARK NEW JERSEY 07932 PHONE: 973-805-2350 FAX: 973-805-2368
17.	FBMC PREMIER BENEFITS SOLUTIONS VARONIA WALKER	√	vwalker@fbmc.com	9/10/09	3101 SESSIONS ROAD TALLAHASSEE, FL 32303 PHONE: 800-872-0345 FAX: 850-425-6220
18.	National Benefit Service Center, Inc. LMSA ASSOCIATION STEVE L. BEUMER	√	lmsassoc@aol.com	9/10/09	P.O. Box 948094 Maitland, Florida 32794-8094 Ph.: 407-629-4108 FAX 407-629-4247
19.	Puro Aseguro Robert Ramirez	√	rr@puroaseguro.com rramirez@rgv.rr.com	9/11/09	514 S. I Road Pharr, TX 78577 PHONE: 956-783-1137
20.	WILLIS HRH BEN D. SMITH	√	ben.smith@willis.com	9/11/09	1400 NORTH McCOLL RD SUITE 105 P.O. BOX 3785 MCALLEN,TX 78502-3785 PHONE: 956-682-9423 FAX: 956-668-3605

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
21.	TEXAS INSURANCE SERVICE CENTER, INC. BECKY SILVA	√	becky@iav-texas.com	9/14/09	521 S. 77 SUNSHINE STRIP HARLINGEN,TEXAS 78550 PHONE: 800-750-0490
22.	POWER GROUP ADMINISTRATORS KELLY HOEFER	√	khoefer@pgcompanies.com	9/14/09	P.O. BOX 25991 OVERLAND PARK, KS 66225 DIRRECT: 913-754-5946 FAX: 866-578-1673 TOLL-FREE: 800-847-0038
23.	WORKPLACE BENEFIT ADVISORS OMAR CARRASCO	√	ocarrasco03@aol.com	9/15/09	819 NORTH I ROAD PHARR, TEXAS 78577 PHONE: 956-781-7771 TOLL-FREE 888-556-2825 FAX: 956-781-9318
24.	CARRUTHAND ASSOCIATES CELIA	√	carruthandassoc@aol.com	9/16/09	308 NOLANA MCALLEN, TXAS
25.	ASSURANT EMPLOYEE BENEFITS JON YOUNGBLOOD	√	jonathan.youngblood@assurant.com	9/17/09	CELL: 972-689-1390

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS
IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **September 30TH , 2009** **RFP ACCEPTANCE TIME:** **9:30 A.M**

DEPARTMENT/PROPOSAL DESCRIPTION: **"SECTION 125 VOLUNTARY INSURANCE PRODUCTS FOR HIDALGO COUNTY AND DRAINAGE DISTRICT NO. ONE"**

RFP NO: **2009-350-09-30-CGV**

	NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY*STATE*ZIP PHONE & FAX NO.S**
26.	FARMERS INSURANCE ALDO QUESADA	√	aldoquesada@yahoo.com	9/17/09	Work: 956-787-9292 CELL: 956-472-1084
27.	ASSURANT EMPLOYEE BENEFITS JON YOUNGBLOOD	√	jonathan.youngblood@assurant.com	9/17/09	CELL: 972-689-1390
28.	A PENSION LIVE, LLC COMPANY BRAD GRANT	√	bgant@pandblive.com	9/22/09	2531 MCKINNEY AVE. SUITE A DALLAS, TEXAS 75201 PHONE: 800-963-5358 FAX: 800-963-5358 CELL: 972-333-6895
29.	Western & Southern Life David Deleon	√	david.deleon@wslife.com	9/29/09	1906 East Tyler Ave, Ste E-1 Harlingen, Texas 78550 Ph.: 956-423-4810, Ext 120 Fax: 956-423-4823 Cell: 956-242-9058
30.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1

PROPOSAL ACCEPTANCE DATE: September 30, 2009

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"

PROPOSAL NO: 2009-350-09-30CGV

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#01	Humana Specialty Benefits Jesse Trevino Insurance & Alamo Insurance Co.	√√	√
#02	Colonial Life and Accident Insurance Co. Puro Aseguro & Salazar Insurance Group	√√	√
#03	Colonial Life & Accident Insurance Co. First Financial Administration Inc.	√√	√
#04	Bay Bridge Administration Inc. Jesse Trevino Insurance Agency	√√	√
#05	Ameritas Group First Financial Group, Alamo Ins. Group & Puro Aseguro	√√	√
#06	Avesis Alamo Insurance Group	√√	√
#07	Lincoln Financial Group Bob Trevino Insurance Agency	√√	√
#08	Puro Aseguro Insurance Agency Online Enrollment Systems	√√	√
#09	Lincoln Financial Group Puro Aseguro Inc.	√√	√
#10	AFLAC Lone Star Insurances Inc., McAllen, Texas	√√	√

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RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#11	Guardian Jesse Trevino Insurance	√√	√
#12	ING Employee Benefits Alamo Insurance Group	√√	√
#13	Allstate Work Place Division Alamo Insurance Group	√√	√
#14	Aetna Alamo Insurance Group	√√	√
#15	Cobra Today TASC, Ron Ledgerwood	√√	√
#16	First Financial Group Kevin McCarthy	√√	√
#17	Standard Insurance Company Alamo Insurance Group	√√	√
#18	Texas Life Insurance Company First Financial Group-Kevin McCarthy	√√	√
#19	MetLife-Group Benefits Jesse Trevino and Alamo Insurance Group	√√	√
#20	MGM Benefit Group Dennis Carruth & Associates	√√	√

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RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#21	Blue Cross Blue Shield Jesse Trevino & Alamo Insurance Group	√√	√
#22	United Concordia Dental Alamo Insurance Group	√√	√
#23	UNUM Alamo Insurance Group	√√	√
#24	National Benefits Services Steve Beumer	√√	√
#25	VSP-Vision Services Insurance Co. Alamo Insurance Group	√√	√
#26	Colonial Life Marketing Peter Morales & Newkirk and Newkirk	√√	√
#27	CBS-Complete Benefits Services El Paso, Texas	√√	√
#28	Eyetopia Alamo Insurance Group	√√	√
#29	Eyetopia First Financial Group	√√	√
#30	Eyetopia Dennis Carruth & Associates	√√	√

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RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#31	Eyetopia Jesse Trevino Insurance Agency	√√	√
#32	Block Vision Inc. Dennis Carruth and Associates	√√	√
#33	American Public Life First Financial Administrators	√√	√
#34	Mullen Pension & Benefits Group LP	√√	√
#35	Conexis- Cobra and FSA Benefit & Admin. Services; Alamo Ins. Group	√√	√
#36	Ceridian Cobra & HIPAA Administration	√√	√
#37	Benefits Connect-Online System Alamo Insurance Group	√√	√
#38	Employee Benefits Specialists Inc, Alamo Insurance Group	√√	√
#39	Lincoln National Life Insurance Alamo Insurance Group	√√	√
#40	Dental Select Jesse Trevino Insurance	NO RESPONSE PROPOSAL LETTER SUBMITTED	