

AI-19350

2.A.

Budget Line-Item Transfer for Parks Utilities

CC CONSENT

Date: 01/12/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 Parks (1212)

BACKGROUND

Emergency as per Auditors' Office.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1212-452-00-122-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$26,837.06 as of 01/08/2010
From 739----->411 in the amount of \$3,000.00
From 739----->621 in the amount of \$100.00
From 739----->622 in the amount of \$3,000.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 05:07 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/08/2010 05:20 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:23 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 01/08/2010 04:48 PM
Final Approval Date: 01/08/2010

DATE: January 8, 2010

2009

Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No. 2
Parks & Recreations Department

ACCOUNT
NUMBER: 9-1212-452-00-122-008-0-XXX

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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).

[illegible]

REASON:
Transfer needed to cover the projected end of the year cost for utilities. AS PER REQUEST FROM ELIZABETH CANO @ AUDITORS' OFFICE.

DEPARTMENT HEAD SIGNATURE

1/8/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19335

2.B.

2009 Line Item Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 P/U Rd (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 01/08/10

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 02:39 PM	APRV
2	JC Carreon	JC Carreon	01/08/2010 03:47 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:18 PM	APRV

Form Started By: Erika Zamora
Started On: 01/08/2010 02:34 PM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

2010

Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr.

DEPARTMENT Department of Budget & Management for
NAME: Pct. 3 P/U Rd

ACCOUNT
NUMBER: 9-1203-431-00-123-005-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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).

[illegible]

REASON:
Transfer to fund negative.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19339

2.C.

Intradepartmental transfer - CCL #6

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Frank Fuentes
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court At Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-026-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 01/08/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 03:24 PM	APRV
2	Norma Silva	Norma Silva	01/08/2010 04:44 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:19 PM	APRV

Form Started By: Sylvia Solis
Started On: 01/08/2010 03:16 PM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: County Court-At-Law #6

**ACCOUNT
NUMBER:** 9-1100-412-00-026-001-0-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).

[illegible]

REASON:
Intradepartmental transfer to fund current court cost and investigation expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19338

2.D.

2009 Line Item Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. 4 Drain Imprv Prj (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-036-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 01/08/10.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 03:18 PM	APRV
2	Ana Galvan	Anna Galvan	01/08/2010 04:14 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:20 PM	APRV

Form Started By: Erika Zamora
Started On: 01/08/2010 03:12 PM

Final Approval Date: 01/08/2010

DATE: January 8, 2010

2010 Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT Department of Budget & Management for
NAME: Pct. 4 Drain Imprv Prj

ACCOUNT
NUMBER: 9-1204-431-00-124-036-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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).

[illegible]

AI-19300

2.E.

WIC

CC CONSENT

Date: 01/12/2010
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC (1292)

BACKGROUND

Line Item Transfer Attachment

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/8/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 09:47 AM	APRV
2	JC Carreon	JC Carreon	01/08/2010 10:18 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:21 PM	APRV

Form Started By: Margarita Gonzalez
Started On: 01/07/2010 09:26 AM
Final Approval Date: 01/08/2010

DATE: January 7, 2010

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.001.0.-WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.0	601 Office Supplies	9.1292.441.00.350.001.0	619 Other Miscellaneous Supp.	495.00
9.1292.441.00.350.001.0	211 Health Insurance	9.1292.441.00.350.001.0	341 Data MGMT & Processing	4,000.00
Total:				4,495.00

Reason: To cover expected expenditures.

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

AI-19325

2.F.

**Hazard Mitigation Intradepartmental
CC CONSENT**

Date: 01/12/2010
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Brenda Salazar, EM
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Hazard Mitigation (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 9-1283-429-10-300-026-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
9-1283-429-10-300-026-0-601-->9-1283-429-10-300-026-0-619; \$1,750.00

available balance as of 01/08/10.

Attachments

Link: Intra Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	01/08/2010 11:49 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 01:33 PM	APRV
3	Ana Galvan	Anna Galvan	01/08/2010 02:15 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 05:12 PM	APRV

Form Started By: Rolando Garcia
Started On: 01/08/2010 08:37 AM
Final Approval Date: 01/08/2010

AI-19306

2.G.

2009 - Pct # 1 Adm (1201)

CC CONSENT

Date: 01/12/2010
Submitted By: Robert Elizondo, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct # 1 Adm (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
601-->432 \$ 130.00; funds available as of 01/08/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 10:53 AM	APRV
2	Ana Galvan	Anna Galvan	01/08/2010 01:56 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:13 PM	APRV

Form Started By: Robert Elizondo

Started On: 01/07/2010 10:50 AM

Final Approval Date: 01/08/2010

MEETING REQUEST DATE: January 12, 2010

DEPARTMENT NAME: PCT #1 ADM

ACCOUNT NUMBER: 9-1201-431-00-121-004-0-xxx

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON:

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-19286

2.H.

2009 Line Item Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Jose Hernandez, J.P. 3, 1
Submitted For: Kimberly Echavarria
Department: J.P. 3, 1
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - JP 3 Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-065-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 01-07-10

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:11 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/07/2010 04:21 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:54 AM	APRV

Form Started By: Jose Hernandez
Started On: 01/06/2010 04:46 PM

Final Approval Date: 01/08/2010

AI-19280

2.I.

**INTRA - BCAP (1311) - Roadrunner No. 2 Subdivision Pct. No. 2
CC CONSENT**

Date: 01/12/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-620-0-734
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 04:28 PM	APRV
2	Norma Silva	Norma Silva	01/07/2010 10:37 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:53 AM	APRV

Form Started By: Marcie Jackson
Started On: 01/06/2010 04:02 PM
Final Approval Date: 01/08/2010

DATE: January 6, 2010

2009
Transfer



DEPARTMENT
HEAD: Agapito Vargas

DEPARTMENT Border Colonia Access Program for
NAME: BCAP-Precinct 2 (1311)

**ACCOUNT
NUMBER:** 9-1311-431-00-122-620-0-XXX

AI-19280 01/12/10

Contact Person: Marcie Jackson

Ph#: (956) 787-1891 Ext. 2010

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).

[illegible]

REASON:
Transfer is needed due to account number no longer being used.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19303

2.J.

2009- Pct#1 Admin (1201)

CC CONSENT

Date: 01/12/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009- Pct#1 Admin (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

630-->431 - \$ 5.00; Funding available as of 1/7/10.
630-->607 - \$ 27.00; Funding available as of 1/7/10.

Attachments

Link: 2009- Pct#1 Admin (1201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 10:00 AM	APRV
2	Norma Silva	Norma Silva	01/07/2010 04:01 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:24 PM	APRV

Form Started By: Jorge Flores

Started On: 01/07/2010 09:28 AM

Final Approval Date: 01/08/2010

MEETING REQUEST DATE: January 12, 2010

DEPARTMENT NAME: PCT #1 Administration

ACCOUNT NUMBER: 9-1201-431-00-121-004-0-XXX

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

DEPARTMENT HEAD SIGNATURE

	/ /	
APPROVED COMMISSIONERS' COURT	DATE	ATTEST COUNTY CLERK

AI-19276

2.K.

District Attorney

CC CONSENT

Date: 01/12/2010
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Roy Cazares, District Attorney's Office
Department: HIDTA
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - District Attorney's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-080-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/6/2010

Attachments

Link: [District Attorney](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 04:26 PM	APRV
2	JC Carreon	JC Carreon	01/06/2010 04:39 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:50 AM	APRV

Form Started By: Nelda Olivarez
Started On: 01/06/2010 03:35 PM

Final Approval Date: 01/08/2010

DATE: January 6, 2009

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: Hidalgo County Criminal District Attorney's Office

ACCOUNT NUMBER: 9-1100-412-00-080-002-0-xxx

SUBJECT: Budget Line-Item Transfers (s)

Transfer Number:

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NO.(S)	ACCOUNT NAME	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
9-1100-412-00-080-002-0- 601	Office Supplies	9-1100-412-00-080-002-0- 442	Other Furniture & Equip	40.15
TOTAL				40.15

REASON: TO FUND UNANTICIPATED EXPENDITURES

Rene Guerra
Hidalgo County Criminal District Attorney

DATE

Attest County Clerk

DATE

Budget Officer

DATE

Approved Commissioners' Court

DATE

Hidalgo County

For 01/01/09 - 01/31/10

Expenditure Summary Report

FUEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND						
9-1100-412-00-080-002-0-111	48,654.00	.00	48,654.00	48,654.00	.00	100.00
9-1100-412-00-080-002-0-113	4,260,870.77	.00	4,117,093.86	4,117,093.86	143,776.91	96.63
9-1100-412-00-080-002-0-115	85,033.33	.00	83,088.74	83,088.74	1,944.59	97.71
9-1100-412-00-080-002-0-118	58,594.10	.00	57,037.73	57,037.73	1,556.37	97.34
9-1100-412-00-080-002-0-119	650.77	.00	.00	.00	650.77	.00
9-1100-412-00-080-002-0-211	313,560.20	.00	305,594.22	305,594.22	7,965.98	97.46
9-1100-412-00-080-002-0-212	2,195.00	.00	2,179.93	2,179.93	15.07	99.31
9-1100-412-00-080-002-0-220	342,499.53	.00	321,940.89	321,940.89	20,558.64	94.00
9-1100-412-00-080-002-0-230	406,608.25	.00	388,390.72	388,390.72	18,217.53	95.52
9-1100-412-00-080-002-0-250	22,749.00	.00	21,246.54	21,246.54	1,502.46	93.40
9-1100-412-00-080-002-0-260	6,600.16	.00	6,600.16	6,600.16	.00	100.00
9-1100-412-00-080-002-0-320	204.00	.00	.00	.00	204.00	.00
9-1100-412-00-080-002-0-331	1,200.00	.00	300.00	300.00	900.00	25.00
9-1100-412-00-080-002-0-336	240.00	.00	.00	.00	240.00	.00
9-1100-412-00-080-002-0-342	5,090.00	411.36	4,678.64	4,678.64	.00	100.00
9-1100-412-00-080-002-0-432	2,457.00	850.18	829.95	829.95	776.87	68.38
9-1100-412-00-080-002-0-442	8,941.00	1,048.89	7,891.90	7,891.90	.21	100.00
9-1100-412-00-080-002-0-529	720.00	36.90	393.96	393.96	289.14	59.84
9-1100-412-00-080-002-0-531	18,500.00	.00	10,189.03	10,189.03	8,310.97	55.08
9-1100-412-00-080-002-0-534	3,500.00	.00	.00	.00	3,500.00	.00
9-1100-412-00-080-002-0-535	13,800.00	.00	14,419.88	14,419.88	-619.88	104.49
9-1100-412-00-080-002-0-540	50,000.00	.00	40,596.42	40,596.42	9,403.58	81.19
9-1100-412-00-080-002-0-550	6,500.00	45.95	6,454.05	6,454.05	.00	100.00
9-1100-412-00-080-002-0-560	.00	.00	.00	.00	.00	.00
9-1100-412-00-080-002-0-581	200.00	.00	.00	.00	200.00	.00
9-1100-412-00-080-002-0-583	36,560.00	184.92	29,766.32	29,766.32	6,608.76	81.92
9-1100-412-00-080-002-0-584	20,085.00	205.26	19,425.00	19,425.00	454.74	97.74
9-1100-412-00-080-002-0-601	45,855.87	4,837.28	40,825.30	40,825.30	193.29	99.58
9-1100-412-00-080-002-0-602	1,713.13	.00	1,713.03	1,713.03	.10	99.99
9-1100-412-00-080-002-0-604	240.00	123.57	.00	.00	116.43	51.49
9-1100-412-00-080-002-0-607	900.00	.00	853.32	853.32	46.68	94.81
9-1100-412-00-080-002-0-611	1,000.00	638.24	311.86	311.86	49.90	95.01
9-1100-412-00-080-002-0-631	1,700.00	223.50	1,270.50	1,270.50	200.00	88.24
9-1100-412-00-080-002-0-640	34,550.00	2,464.70	32,004.38	32,004.38	80.92	99.77
9-1100-412-00-080-002-0-661	.00	.00	.00	.00	.00	.00
9-1100-412-00-080-002-0-663	.00	.00	.00	.00	.00	.00

Hidalgo County

For 01/01/09 - 01/31/10

Expenditure Summary Report

FUEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND						
9-1100-412-00-080-002-0-664	5,591.00	.00	4,551.49	4,551.49	1,039.51	81.41
9-1100-412-00-080-002-0-665	2,300.00	.00	2,239.00	2,239.00	61.00	97.35
9-1100-412-00-080-002-0-666	.00	.00	.00	.00	.00	.00
9-1100-412-00-080-002-0-671	.00	.00	.00	.00	.00	.00
9-1100-412-00-080-002-0-672	100.00	.00	98.00	98.00	2.00	98.00
9-1100-412-00-080-002-0-679	100.00	.00	.00	.00	100.00	.00
9-1100-412-00-080-002-0-741	8,000.00	.00	.00	.00	8,000.00	.00
9-1100-412-00-080-002-0-743	14,200.00	.00	14,200.00	14,200.00	.00	100.00
9-1100-412-00-080-002-0-745	1,716.00	.00	1,715.70	1,715.70	.30	99.98
9-1100-412-00-080-002-0-746	.00	.00	.00	.00	.00	.00
9-1100-412-00-080-002-0-780	4,377.00	1,512.71	2,388.45	2,388.45	475.84	89.13
9-1100-412-00-080-002-0-810	3,000.00	60.00	1,990.00	1,990.00	950.00	68.33
9-1100-412-00-080-002-0-831	109,000.00	100.00	87,362.08	87,362.08	21,537.92	80.24
9-1100-412-00-080-002-0-855	200.00	.00	11.64	11.64	188.36	5.82
9-1100-412-00-080-002-0-890	334.00	.00	.00	.00	334.00	.00
1100 GENERAL FUND	5,950,889.11	12,749.46	5,678,306.69	5,678,306.69	259,832.96	95.63
9 YEAR 9	5,950,889.11	12,749.46	5,678,306.69	5,678,306.69	259,832.96	95.63

AI-19232

2.L.

Intradepartmental Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Budget and Management

Information

CAPTION

2009 - County Judge's Office (1287)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1287-465-20-110-070-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
350-->311 \$54,000; Available balance as of 01/05/10 \$54,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 03:15 PM	APRV
2	Norma Silva	Norma Silva	01/06/2010 01:58 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 10:57 AM	APRV

Form Started By: Erika Reyna
Started On: 01/05/2010 10:37 AM

Final Approval Date: 01/08/2010

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: January 05, 2010

DEPARTMENT HEAD: Judge Rene A. Ramirez

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 9-1287-465-20-110-070-9

CONTACT PERSON: Erika G. Reyna PHONE: 318-2600 x 5028

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
350	Other Services	311	Consulting Services	54,000.00
			TOTAL	54,000.00

REASON: Transfer needed to pay for services rendered.

DEPARTMENT HEAD SIGNATURE

12-Jan-10
CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-19228

2.M.

Transfer of 09 Funds

CC CONSENT

Date: 01/12/2010
Submitted By: Alma Ybarra, FACILITIES MANAGEMENT
Submitted For: Alma Ybarra
Department: FACILITIES MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2009 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/5/2010

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 08:31 AM	APRV
2	JC Carreon	JC Carreon	01/05/2010 10:57 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 10:56 AM	APRV

Form Started By: Alma Ybarra Started On: 01/05/2010 08:28 AM

Final Approval Date: 01/08/2010

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: January 5, 2010

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

ACCOUNT NUMBER: 9-1100-419-40-220-001-0

CONTACT PERSON:	DANIEL FLORES	PHONE: 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
425	PEST CONTROL	343	LAUNDRY	7,000.00
			TOTAL	\$7,000.00

REASON: NEED 09 FUNDS TO COVER END OF THE YEAR LAUNDRY (UNIFORMS) INVOICES THAT ARE PENDING. ACCOUNT WILL BE SHORT IN THE MONIES NEEDED TO COVER ALL THE 09 INVOICES

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-19270

2.N.

**Intra- Elections Dept
CC CONSENT**

Date: 01/12/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009- Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
607 --> 442 \$1,208.00
Available balance as of 01/06/10

Attachments

Link: Intra- Elections Dept Xerox

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
2	Budget & Management	Erika Zamora	01/07/2010 03:24 PM	APRV
3	Norma Silva	Norma Silva	01/07/2010 03:59 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 11:49 AM	APRV

Form Started By: Veronica Lopez
Started On: 01/06/2010 01:58 PM
Final Approval Date: 01/08/2010

**Intradepartmental transfer - County Court at Law #2
CC CONSENT**

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Maria Elena Banning
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information**CAPTION**

2009 - County Court At Law #2 (1100)

BACKGROUND**Fiscal Impact**

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-022-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 01/06/10.

Attachments

Link: REVISED

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:40 PM	APRV
2	JC Carreon	JC Carreon	01/06/2010 02:20 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:44 AM	APRV

Form Started By: Sylvia Solis
Started On: 01/06/2010 01:06 PM

Final Approval Date: 01/08/2010

DATE: January 6, 2010

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: County Court-At-Law #2

**ACCOUNT
NUMBER:** 9-1100-412-00-022-001-0-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).

[illegible]

REASON:
Intradepartmental Transfer to fund current office expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19263

2.P.

Pct #3 Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
672-->855 - \$ 100.00; Funding available as of 1/6/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:40 PM	APRV
2	Norma Silva	Norma Silva	01/06/2010 03:23 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:43 AM	APRV

Form Started By: Norma Ceballos
Started On: 01/06/2010 12:56 PM
Final Approval Date: 01/08/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: January 12, 2010

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 9-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
672	Repair & Maint. Supplies Equipment & Vehicles	855	Late Fees, Penalties & Finance Charges	\$ 100.00
TOTAL				\$ 100.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE _____

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19262

2.Q.

Pct #3 Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct #3 Adm. (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

412-->622 \$ 806.45; funds available as of 01/07/2010
425-->622 \$ 500.00; funds available as of 01/07/2010
664-->622 \$ 1,876.03; funds available as of 01/07/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:39 PM	APRV
2	Ana Galvan	Anna Galvan	01/07/2010 02:52 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:42 AM	APRV

Form Started By: Norma Ceballos
Started On: 01/06/2010 12:38 PM
Final Approval Date: 01/08/2010

INTRADEPARTMENTAL TRANSFER

DATE: January 6, 2010

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-004-0-XXX - Administration

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
412	Cable/Satellite TV	622	Electricity	\$ 806.45
425	Pest Control	622	Electricity	\$ 500.00
664	Other Minor Equipment	622	Electricity	\$ 1,876.03
TOTAL				\$ 3,182.48

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

January 12, 2010

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19250

3.A.

LIT

CC CONSENT

Date: 01/12/2010
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Clerks (1237)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1237-415-40-180-003-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/6/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 04:11 PM	APRV
2	JC Carreon	JC Carreon	01/06/2010 09:30 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:14 AM	APRV
4	Dina Trevino		01/08/2010 05:41 PM	NEW

Form Started By: Rene Perez
Started On: 01/05/2010 03:59 PM
Final Approval Date: 01/08/2010



AI-19239

3.B.

LIT

CC CONSENT

Date: 01/12/2010
Submitted By: Rene Perez, COUNTY CLERK
Submitted For: Annette Muniz
Department: COUNTY CLERK
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - County Clerks Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-40-180-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/5/2010

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 01:08 PM	APRV
2	JC Carreon	JC Carreon	01/05/2010 02:01 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:00 AM	APRV
4	Dina Trevino	Monica Badillo	01/08/2010 05:42 PM	APRV

Form Started By: Rene Perez
Started On: 01/05/2010 01:03 PM

Final Approval Date: 01/08/2010

ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK:

DATE: 1/5/2010

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 0-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
534	Co. Clerk-Internet	532	Co. Clerk-Wireless Devices	\$3,000.00
			TOTAL	\$3,000.00

REASON: Need funds in this acct to pay for sprint pcs internet cards.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE _____

ATTEST COUNTY CLERK

AI-19333

3.C.

**Intradepartmental Transfer - R&B Positions Created After Budget Adoption
(REF: CC 12-29-09)**

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Comm. Pct. 3
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. 3 R&B (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

\$180,000.00 available balance in object code 673 as of 01/08/10. rc
\$27,439.58 available balance in object code 890 as of 01/08/10. rc
\$10,000.00 available balance in object code 439 as of 01/08/10. rc

Attachments

Link: [INTRA TRANSFER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 01:34 PM	APRV
2	Norma Silva	Norma Silva	01/08/2010 02:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/08/2010 03:17 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 05:32 PM	APRV
5	Dina Trevino		01/08/2010 05:41 PM	NEW

Form Started By: Sylvia Solis

Started On: 01/08/2010 01:09 PM

Final Approval Date: 01/08/2010

January 8, 2009

2010

HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Pct. 3 R&B

**ACCOUNT
NUMBER:** 0-1203-431-00-123-005-0-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).

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).

[illegible]

Intradepartmental Transfer to fund salary & related fringes for positions approved after the 2010 Budget Adoption.

DEPARTMENT HEAD SIGNATURE

DATE _____

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19310

3.D.

**Precinct #3 Intradepartmental Transfer
CC CONSENT**

Date: 01/12/2010
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Drainage Improvement Project (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-049-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
890 - - > 719 = \$150,000.00

Available account balance as of 1/7/2010.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 04:00 PM	APRV
2	Ana Galvan	Anna Galvan	01/08/2010 02:10 PM	APRV
3	Auditor's Office	Monica Badillo	01/08/2010 02:51 PM	APRV
4	Perla Lopez	Perla Lopez	01/08/2010 03:31 PM	APRV

Form Started By: Perla Lopez Started On: 01/07/2010 03:07 PM
Final Approval Date: 01/08/2010

AI-19337

3.E.

Inteadepartmental Transfer - Pct. 4 R&B Supplemental Pay approved after adoption of 2010 Budget (Ref: 12-29-09)

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Comm. Pct. 4
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. 4 R&B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-890
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
\$189,909.50 available balance as of 01/08/10. rc

Attachments

Link: [intra transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		01/08/2010 05:41 PM	PEND
2	Rosalinda Cantu	Rosie Cantu	01/08/2010 03:28 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:39 PM	APRV
4	Dina Trevino		01/08/2010 05:41 PM	NEW

Form Started By: Sylvia Solis
Started On: 01/08/2010 02:54 PM
Final Approval Date: 01/08/2010

DATE: January 8, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Pct. 4 R&B

**ACCOUNT
NUMBER:** 0-1204-431-00-124-007-0-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 DESCRIPTION	TO	OBJECT DESCRIPTION	AMOUNT
OBJECT CODE		OBJECT CODE		
890	OTHER	113	REG F/T EMPLOYEES	55,569.00
890	OTHER	114	REG P/T EMPLOYEES	544.00
890	OTHER	117	SUPPLEMENTAL PAY	14,089.00
890	OTHER	211	HEALTH INS.	614.00
890	OTHER	212	LIFE INSURANCE	1.00
890	OTHER	220	FICA	5,461.00
890	OTHER	230	RETIREMENT	6,806.00
890	OTHER	250	UNEMPLOYMENT COMP	359.00
TOTAL				83,443.00

AI-19274

3.F.

Pct. #4 Landfill (1100)

CC CONSENT

Date: 01/12/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-124-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
672-->442 - \$ 900.00; Funding available as of 1/6/10.

Attachments

Link: Intra-Departmental Trans

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 03:35 PM	APRV
2	Norma Silva	Norma Silva	01/06/2010 04:06 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:48 AM	APRV

Form Started By: Jr. Munoz
Started On: 01/06/2010 02:41 PM
Final Approval Date: 01/08/2010

ATTEST COUNTY CLERK

AI-19298

3.G.

2010- Pct#1 Admin. (1201)

CC CONSENT

Date: 01/12/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010- Pct#1 Admin. (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->532 - \$ 1,500.00; Funding available as of 1/7/10.
890-->607 - \$ 250.00; Funding available as of 1/7/10.
890-->679 - \$ 200.00; Funding available as of 1/7/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 09:17 AM	APRV
2	Norma Silva	Norma Silva	01/07/2010 11:20 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:55 AM	APRV

Form Started By: Jorge Flores
Started On: 01/07/2010 09:02 AM
Final Approval Date: 01/08/2010

MEETING REQUEST DATE: January 12, 2010

DEPARTMENT NAME:PCT #1 ADMINISTRATION

ACCOUNT NUMBER: 0-1201-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

DEPARTMENT HEAD SIGNATURE _____ NOE MONTEZ

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-19277

3.H.

2010 Pct#1 Parks (1211)

CC CONSENT

Date: 01/12/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct#1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1211-452-00-121-013-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->339 \$ 2,000.00; funds available as of 01/08/2010
890-->432 \$ 1,500.00; funds available as of 01/08/2010
890-->601 \$ 2,000.00; funds available as of 01/08/2010
890-->605 \$ 800.00; funds available as of 01/08/2010
890-->619 \$ 2,500.00; funds available as of 01/08/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 04:27 PM	APRV
2	Ana Galvan	Anna Galvan	01/08/2010 01:40 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:10 PM	APRV

Form Started By: Jorge Flores
Started On: 01/06/2010 03:38 PM

Final Approval Date: 01/08/2010

MEETING REQUEST DATE: January 12, 2010

DEPARTMENT NAME: PCT #1 PARKS

ACCOUNT NUMBER: 0-1211-452-00-121-013-0-XXX

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

_____/_____/_____
 APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-19279

3.I.

2010- Pct#1 R&B (1201)

CC CONSENT

Date: 01/12/2010
Submitted By: Jorge Flores, COMM. PCT. #1
Department: COMM. PCT. #1
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - Pct#1 R&B (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1201-431-00-121-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 01-07-10

Attachments

Link: 2010- Pct#1 R&B (1201)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 04:28 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/07/2010 02:26 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:51 AM	APRV

Form Started By: Jorge Flores
Started On: 01/06/2010 03:40 PM

Final Approval Date: 01/08/2010

MEETING REQUEST DATE: January 12, 2010

DEPARTMENT NAME: PCT #1 ROAD & BRIDGE

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

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON: PREPARING FOR ANY PURCHASES THAT NEED TO BE MADE.

DEPARTMENT HEAD SIGNATURE

NOE MONTEZ

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19211

3.J.

**Intradepartmental Transfer for Emergency Management Services
CC CONSENT**

Date: 01/12/2010
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Tony Pena, EMC
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Emergency Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-429-00-300-023-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balances as of 12/30/09.

Ref: AI-19158 CC 12/29/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	01/07/2010 03:38 PM	APRV
2	Budget & Management	Erika Zamora	01/07/2010 03:59 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	01/07/2010 04:27 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 10:13 AM	APRV

Form Started By: Rolando Garcia
Started On: 12/30/2009 02:19 PM
Final Approval Date: 01/08/2010

DATE: January 11, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for Emergency Management Services (1100)

ACCOUNT NUMBER: 0-1100-429-00-300-023-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	EMERG SRVS-EM-COMPUTER SERVICES	441	EMERG SRVS-EM-LAND & BLDG RENTALS	7,000.00
432	EMERG SRVS-EM-EQUIP&VEH R&M SRV	441	EMERG SRVS-EM-LAND & BLDG RENTALS	8,000.00
532	EMERG SRVS-EM-WIRELESS DEVICES	441	EMERG SRVS-EM-LAND & BLDG RENTALS	1,550.00
550	EMERG SRVS-EM-PRINTING & BINDING	441	EMERG SRVS-EM-LAND & BLDG RENTALS	1,000.00
581	EMERG SRVS-EM-TRAVEL IN COUNTY	441	EMERG SRVS-EM-LAND & BLDG RENTALS	1,000.00
605	EMERG SRVS-EM-CLOTHING & UNIFORMS	441	EMERG SRVS-EM-LAND & BLDG RENTALS	10,000.00
613	EMERG SRVS-EM-SAFTY SUPPLIES	441	EMERG SRVS-EM-LAND & BLDG RENTALS	2,000.00
626	EMERG SRVS-EM-GASOLINE/DIESEL	441	EMERG SRVS-EM-LAND & BLDG RENTALS	13,750.00
630	EMERG SRVS-EM-FOOD	441	EMERG SRVS-EM-LAND & BLDG RENTALS	2,000.00
631	EMERG SRVS-EM-BOTTLED WATER	441	EMERG SRVS-EM-LAND & BLDG RENTALS	1,000.00
672	EMERG SRVS-EM-EQ&VEH R&M SUPPLIES	441	EMERG SRVS-EM-LAND & BLDG RENTALS	4,000.00
810	EMERG SRVS-EM-DUES & MEMBERSHIPS	441	EMERG SRVS-EM-LAND & BLDG RENTALS	1,500.00
TOTAL				52,800.00

REASON: To cover lease expenditures for Tower Site Leases. (CC 12/29/09 AI-19158.)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19248

3.K.

Intradepartmental Transfer- Salaries and Fringes for extension of two (2) temp positions (REF: AI -19085/ CC 12-29-09)

CC CONSENT

Date: 01/12/2010

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Commissioner Precinct No. 2

Department: BUDGET & MANAGEMENT

Information

CAPTION

2010 - Pct. 2 R&B (1202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1202-431-00-122-006-0-113

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 01/05/10. rc

Attachments

Link: [intradept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 04:10 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/06/2010 10:36 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:10 AM	APRV

Form Started By: Rosie Cantu

Started On: 01/05/2010 03:06 PM

Final Approval Date: 01/08/2010

DATE: January 4, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Comm Pct No. 2

ACCOUNT
NUMBER: 0-1202-0431-00-122-006-0-XXX R&B

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 Ext. 5408

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).

[illegible]

AI-19294

3.L.

Pct #3 Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
679-->623 \$ 200.00; funds available as of 01/07/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:38 AM	APRV
2	Ana Galvan	Anna Galvan	01/07/2010 04:18 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:57 AM	APRV

Form Started By: Norma Ceballos
Started On: 01/06/2010 05:14 PM

Final Approval Date: 01/08/2010

INTRADEPARTMENTAL TRANSFER

DATE: January 6, 2010

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1100-432-00-123-001-0- Sanitation

CONTACT PERSON: Norma Ceballos PHONE: (956) 585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's) in accordance with Local Government Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	Other R&M Supplies	623	Bottled Gas	\$ 200.00
TOTAL				\$ 200.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

January 12, 2010

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19293

3.M.

Pct #3 Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Pct #3 Parks (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1213-452-00-123-008-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/7/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:38 AM	APRV
2	JC Carreon	JC Carreon	01/07/2010 08:59 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:58 AM	APRV

Form Started By: Norma Ceballos
Started On: 01/06/2010 05:11 PM

Final Approval Date: 01/08/2010

INTRA-DEPARTMENTAL TRANSFER

DATE: January 12, 2010

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 0-1213-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	Pct #3 Parks- Other R&M Supplies	623	Pct #3 Parks- Bottled gas	\$ 200.00
TOTAL				\$ 200.00

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19244

3.N.

**Intradepartmental Transfer- Salaries and Fringes for extension of one (1)
temp position (REF: AI -19085/ CC 12-29-09)**

CC CONSENT

Date: 01/12/2010

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Commissioner Precinct No. 1

Department: BUDGET & MANAGEMENT

Information

CAPTION

2010 - Pct. 1 R&B (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1201-431-00-121-005-0-113

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 01/05/10. rc

Attachments

Link: [Intradept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 02:45 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/06/2010 10:30 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:02 AM	APRV

Form Started By: Rosie Cantu

Started On: 01/05/2010 02:23
PM

Final Approval Date: 01/08/2010

DATE: January 4, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

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

ACCOUNT
NUMBER: 0-1201-431-00-121-005-0-XXX R&B

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 Ext. 5408

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).

[illegible]

AI-19225

3.O.

Budget Line-Item Transfer for Uniforms

CC CONSENT

Date: 01/12/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Pct.#2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$2,250.00 as of 1/04/2010
From 550----->343 in the amount of \$1,000.00.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 08:03 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/07/2010 02:21 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 10:15 AM	APRV

Form Started By: Yolanda Cisneros
Started On: 01/04/2010 04:49 PM
Final Approval Date: 01/08/2010

DATE: January 4, 2010

2010 Transfer



DEPARTMENT
HEAD: Hector "Tito" Palacios

DEPARTMENT
NAME: Hidalgo County Precinct No. 2
Sanitation Landfill Department

ACCOUNT
NUMBER: 0-1100-432-00-122-001-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

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).

[illegible]

REASON:
Transfer needed to cover uniform charges.

DEPARTMENT HEAD SIGNATURE

1/4/2010
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19226

3.P.

19226 trans from Sp Veh Inv. fund in to Sheriff-Fuel \$16,000.00

CC CONSENT

Date: 01/12/2010
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1246-415-15-140-003-0-
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
from 0-1246-415-15-140-003-0-626-->0-1100-421-00-280-001-0-626 \$ 16,000.00;
funds available as of 01/07/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 11:24 AM	APRV
2	Ana Galvan	Anna Galvan	01/07/2010 09:39 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 10:50 AM	APRV

Form Started By: Mary Garcia
Started On: 01/04/2010 06:06 PM
Final Approval Date: 01/08/2010

INTERFUND TRANSFER

DATE January 5, 2010

DEPARTMENT NAME: Dept. of Budget & Management for Tax Office

ACCOUNT NUMBER: 0-1XXX-4XX-XX-XX0-00X-0-626

SUBJECT: **Interfund Transfer/s (transfers in/out) (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interfund transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
0-1246-415-15-140-003-0	626	Tax Office - Gasoline/Diesel	(\$16,000.00)
0-1246-491-01-000-100-0	891	Transfer Out-General Fund	16,000.00
0-1100-391-01-000-246-0	000	Transfer In-T.A.C. Sp Veh Inv Fund	16,000.00
0-1100-421-00-280-001-0	626	Sheriff-Gasoline/Diesel	16,000.00
TOTAL BUDGET INCREASE (DECREASE)			\$16,000.00

Reason: To allow our Fraud Investigators to have access to fuel at the Sheriff's department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19216

3.Q.

**2010 Intra- ESS Unity Training
CC CONSENT**

Date: 01/12/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
601 --> 320 \$5,875.00
601 --> 619 \$11,349.36
Available balance as of 1/04/10

Attachments

Link: Intra- Ess Unity

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
2	Budget & Management	Erika Zamora	01/07/2010 03:23 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	01/07/2010 04:18 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 10:14 AM	APRV

Form Started By: Veronica Lopez
Started On: 01/04/2010 10:36 AM
Final Approval Date: 01/08/2010

AI-19227

3.R.

Intradepartmental transfer - Agri-life Extension

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Tx Agrilife Ext. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-461-00-380-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 01/05/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 11:24 AM	APRV
2	Norma Silva	Norma Silva	01/06/2010 10:11 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 10:54 AM	APRV

Form Started By: Sylvia Solis
Started On: 01/05/2010 08:15 AM

Final Approval Date: 01/08/2010

DATE: January 4, 2010

2010 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for AGRILIFE Extension

**ACCOUNT
NUMBER:** 0-1100-461-00-380-001-0-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).

[illegible]

REASON:

Intradepartmental transfer to fund supplemental pay expenditures for Texas Agrilife Extension Agents. (Refer to AI-19175)

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19257

3.S.

transfer-mobile phones

CC CONSENT

Date: 01/12/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - TABC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-115-028-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 01-07-10

Attachments

Link: revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:38 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	01/07/2010 02:23 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:22 AM	APRV

Form Started By: Monica Badillo
Started On: 01/06/2010 10:26 AM

Final Approval Date: 01/08/2010

AI-19261

3.T.

1-6-10 19261 lit \$ \$1,500.00

CC CONSENT

Date: 01/12/2010
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-15-140-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/6/2010

Attachments

Link: [1-6-10 lit 19261](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:39 PM	APRV
2	JC Carreon	JC Carreon	01/06/2010 02:21 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:41 AM	APRV

Form Started By: Mary Garcia
Started On: 01/06/2010 11:40 AM

Final Approval Date: 01/08/2010

ATTEST COUNTY CLERK

AI-19254

3.U.

Line Item Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

2010- Right of Way (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-260-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

442-->780 - \$ 2000.00; Funding available as of 1/6/10.
640-->780 - \$ 8000.00; Funding available as of 1/6/10.
550-->619 - \$ 700.00; Funding available as of 1/6/10.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:37 PM	APRV
2	Norma Silva	Norma Silva	01/06/2010 03:03 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:21 AM	APRV

Form Started By: Sandra Garcia
Started On: 01/06/2010 09:01 AM
Final Approval Date: 01/08/2010

DATE: January 5, 2010
DEPARTMENT HEAD: Jose N. Pena
DEPARTMENT NAME: Right Of Way
ACCOUNT NUMBER: 0-1200-431-00-260-001-0

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court Of Hidalgo County:

I submit to you for your consideration the following line item transfers in accordance with Local Government: Code, Chapter 111, Subchapter C.:

OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
<u>442</u>	<u>EQUIPMENT & VEHICLE RENTAL</u>	<u>780</u>	<u>CAPITAL LEASES</u>	<u>2000.00</u>
<u>640</u>	<u>REFERENCE MATERIALS</u>	<u>780</u>	<u>CAPITAL LEASES</u>	<u>8000.00</u>
<u>550</u>	<u>PRINTING & BINDING</u>	<u>619</u>	<u>OTHER MISC SUPPLIES</u>	<u>700.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
			TOTAL -->	<u>10,700.00</u>

REASON: Funds are needed to meet future expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19217

3.V.

Intradepartmental Transfer for Emergency Management Dept.

CC CONSENT

Date: 01/12/2010
Submitted By: Gloria Rodriguez, COUNTY JUDGE
Submitted For: Tony Pena
Department: COUNTY JUDGE
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

2010 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-429-00-300-023-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

336-->431 \$ 100.00; funds available as of 01/08/2010
336-->412 \$ 500.00; funds available as of 01/08/2010
336-->442 \$ 1,900.00; funds available as of 01/08/2010

Attachments

Link: [Intradepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/04/2010 01:15 PM	APRV
2	Ana Galvan	Anna Galvan	01/08/2010 03:22 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 04:51 PM	APRV

Form Started By: Gloria Rodriguez
Started On: 01/04/2010 11:18 AM
Final Approval Date: 01/08/2010

ATTEST COUNTY CLERK

AI-19252

3.W.

Intra- 2008 Ch. 19

CC CONSENT

Date: 01/12/2010
Submitted By: Veronica Lopez, ELECTIONS DEPT.
Submitted For: Yvonne Ramon
Department: ELECTIONS DEPT.
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010- Elections Department (1283)

BACKGROUND

2008 Chapter 19 funds

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 9-1283-414-00-130-018-8-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

336 --> 743 \$21,433.90
432 --> 743 \$754.00
667 --> 743 \$1,795.00
747 --> 743 \$13,467.10

Available balance as of 01/06/10

Attachments

Link: Intra- 2008 Chapter 19 Funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
2	Yvonne Ramon	Yvonne Ramon	01/06/2010 03:31 PM	APRV
3	Budget & Management	Erika Zamora	01/06/2010 03:34 PM	APRV
4	Ana Galvan	Anna Galvan	01/07/2010 02:34 PM	APRV
5	Auditor's Office	Linda Fong	01/08/2010 11:19 AM	APRV
6	Dina Trevino		01/08/2010 05:41 PM	NEW

Form Started By: Veronica Lopez

Started On: 01/06/2010 08:31 AM

Final Approval Date: 01/08/2010

AI-19251

3.X.

Pct #3 Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Pct #3 P/U Rd. (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
664-->619 \$ 5,000.00; funds available as of 01/07/2010

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 04:35 PM	APRV
2	Ana Galvan	Anna Galvan	01/07/2010 02:25 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:15 AM	APRV

Form Started By: Norma Ceballos
Started On: 01/05/2010 04:30 PM

Final Approval Date: 01/08/2010

INTRADEPARTMENTAL TRANSFER

DATE: January 6, 2010

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1203-431-00-123-005-0-XXX - P/U RD

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
664	Other Minor Equipment	619	Other Miscellaneous Supplies	\$ 5,000.00
TOTAL				\$ 5,000.00

REASON: For expected expenses.

DEPARTMENT HEAD SIGNATURE

January 12, 2010

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER

AI-19246

3.Y.

Pct #3 Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2010 - Pct. #3 Administration (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
532-->619 \$ 550.00; funds available as of 01/07/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 02:45 PM	APRV
2	Ana Galvan	Anna Galvan	01/07/2010 11:52 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:09 AM	APRV

Form Started By: Norma Ceballos
Started On: 01/05/2010 02:42 PM

Final Approval Date: 01/08/2010

INTRADEPARTMENTAL TRANSFER

DATE: January 6, 2010

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1203-431-00-123-004-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956) 585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
532	Wireless Devices	619	Other Miscellaneous Supplies	\$ 550.00
TOTAL				\$ 550.00

REASON: To purchase cellular phones for county employees.

DEPARTMENT HEAD SIGNATURE

January 12, 2010

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER

AI-19299

3.Z.

Line Item Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-413-00-110-006-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 1/7/2010

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 10:01 AM	APRV
2	JC Carreon	JC Carreon	01/07/2010 10:27 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:59 AM	APRV

Form Started By: Mari Gutierrez
Started On: 01/07/2010 09:05 AM

Final Approval Date: 01/08/2010

DATE 7-Jan-10

DEPARTMENT
HEAD: Judge Rene A. Ramirez

DEPARTMENT
NAME: County Judge's Office

ACCOUNT
NUMBER: 10-1100-413-00-110-006-0



Contact Person: Mari Gutierrez PH# 318-2600

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 DESCRIPTION	TO	AMOUNT
OBJECT CODE		OBJECT CODE	
601	Office Supplies	431	\$ 300.00
601	Office Supplies	810	\$ 100.00
			\$ 400.00

REASON To pay invoices

DEPARTMENT HEAD SIGNATURE

1-7-10
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-19348

4.A.

**2009 Interdepartmental Transfer for General Litigation
CC CONSENT**

Date: 01/12/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Monica Badillo
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

General Litigation (1100):
Approval of 2009 interdepartmental transfer from Sheriff's Office to General Litigation (1100) in the amount of \$6,000.00 to fund claims & judgements expenditures.

BACKGROUND

To fund Turner case settlement.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4XX-X0-XXX-XX1-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 01/08/2010.

Attachments

Link: INTERDEPT TRSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 04:41 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/08/2010 04:48 PM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Erika Zamora Started On: 01/08/2010 04:38 PM
Final Approval Date: 01/08/2010

AI-19349

4.B.

2009 Interdepartmental transfer for Humane Society

CC CONSENT

Date: 01/12/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Monica Badillo
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

Humane Society (1100):
Approval of 2009 interdepartmental transfer from Sheriff's Office to Humane Society in the amount of \$33,333.34 to fund December 2009 payment of annual funding agreement with Palm Valley Animal Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-4X1-00-XXX-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funds available as of 1-8-10.

Attachments

Link: [interdept trsf](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 04:45 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/08/2010 04:53 PM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Erika Zamora
Started On: 01/08/2010 04:42 PM
Final Approval Date: 01/08/2010

DATE: January 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2009 Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Humane Society

ACCOUNT NUMBER: 9-1100-4X1-00-XXX-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-421-00-280-001-0-	626	SHERIFF	GASOLINE/DIESEL	(33,333.34)
TO				
9-1100-461-00-115-038-0-	350	HUMANE SOCIETY	OTHER SERVICES	33,333.34
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Transfer to fund last payment of annual agreement with Palm Valley Animal Center.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-19297

4.C.

Interdepartmental Transfer - Fund Jury Fee disbursements from Co. Wide Adm.

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

Jury Fees (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration to Jury Fees (1100) in the amount of \$7,272.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-41X-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 01/07/10.

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 09:25 AM	APRV
2	Erika Zamora	Erika Zamora	01/08/2010 04:24 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 05:41 PM	APRV

Form Started By: Sylvia Solis
Started On: 01/07/2010 08:59 AM
Final Approval Date: 01/08/2010

DATE: January 7, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Jury Fees

ACCOUNT NUMBER: 9-1100-41X-X0-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
9-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(7,272.00)
TO				
9-1100-412-20-115-015-0-	832	JURY FEES -	JURORS	7,272.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Interdepartmental transfer to fund current jury fees.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-19269

4.D.

**BCAP LIT - Eldora Gardens Subdivision Indirect Cost Pct. No. 2
CC CONSENT**

Date: 01/12/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Interdepartmental Transfers

Information

CAPTION

BCAP (1311):
Approval of 2009 interdepartmental transfer from BCAP South Fork Estates Subdivision program(683) to BCAP Eldora Gardens program(252) in the amount of \$612.39 to fund indirect cost.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-683-0-312
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balance of \$6,871.60 as of 1/7/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 04:25 PM	APRV
2	Roland Garcia	Rolando Garcia	01/07/2010 03:53 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:46 AM	APRV

Form Started By: Marcie Jackson
Started On: 01/06/2010 01:34 PM
Final Approval Date: 01/08/2010

DATE: January 6, 2010

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for
BCAP-Precinct 2 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-0-XXX

Contact: Marcie Jackson

Ph#: 787-1891 Ext. 2010

2009



AI-19269 **01/12/10**

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

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer needed to fund indirect costs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-19223

4.E.

**Interdepartmental Transfer - Pct #4 Drainage Improvement Project (1339)
CC CONSENT**

Date: 01/12/2010
Submitted By: TONI MATA, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct #4 C.O. 2009 Series (1339):
Approval of 2009 Interdepartmental transfer within Certificate of Obligation Series 2009
Precinct #4 Drainage Improvement Project from (Program 036) to North Branch Drain(
Program 049) in the amount of \$750.00.

BACKGROUND

To provide sufficient funding to PO#619738 and finalize balance submitted by Edwards
Abstract & Title Co.

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 9-1339-431-00-124-036-0-890
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 1-6-10.
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-049-0-733 \$750.00

Attachments

Link: interdepartmental transfer

Link: PO inc reference

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 02:43 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/06/2010 01:41 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:25 AM	APRV
4	Purchasing Department	Marty Salazar	01/08/2010 11:30 AM	APRV

Form Started By: TONI MATA
Started On: 01/04/2010 04:13 PM
Final Approval Date: 01/08/2010

DATE: January 6, 2010

2010

Transfer



DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-292-7000 x4024

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	(750.00)
To:		
9-1339-431-00-124-049-0-733	CO2009 Pct4 North Branch Drain- Drainage	\$750.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer needed to process pending invoices from Edwards Abstract & Title Co.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

Date _____

AI-19255

5.A.

Interdepartmental Transfer- Fund salaries and fringes for Technician III position (slot #0029) created after the 2010 Budget Adoption.

CC CONSENT

Date: 01/12/2010

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Submitted For: IT Dept.

Department: BUDGET & MANAGEMENT

Information

CAPTION

Information Technology (1100):

Approval of 2010 interdepartmental transfer from County Wide Administration to Information Technology (1100) in the amount of \$46,552.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 01/05/10.

Attachments

Link: [Interdept Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:37 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/07/2010 02:22 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:35 AM	APRV

Form Started By: Sylvia Solis
Started On: 01/06/2010 09:10 AM
Final Approval Date: 01/08/2010

DATE: January 5, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Information Technology

ACCOUNT NUMBER: 0-1100-415-00-XXX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
0-1100-415-00-115-002-0-	899	CO WIDE ADM - CONTINGENCY	(46,552.20)
TO			
0-1100-415-00-200-001-0-	113	INFORMATION TECHNOLOGY - REG F/T EMPLOYEES	36,000.00
0-1100-415-00-200-001-0-	211	INFORMATION TECHNOLOGY - HEALTH INSURANCE	4,164.00
0-1100-415-00-200-001-0-	212	INFORMATION TECHNOLOGY - LIFE INSURANCE	27.00
0-1100-415-00-200-001-0-	220	INFORMATION TECHNOLOGY - FICA	2,754.00
0-1100-415-00-200-001-0-	230	INFORMATION TECHNOLOGY - RETIREMENT	3,427.20
0-1100-415-00-200-001-0-	250	INFORMATION TECHNOLOGY - UNEMPLOYMENT COMP	180.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Interdepartmental transfer to fund the salary & related fringes for the creation of one (1) Technician III position (slot no. 0029).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-19260

5.B.

Interdepartmental Transfer- Fund salaries and fringes for Officer positions (slot #'s 331 & 345) created after the 2010 Budget Adoption.

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Sheriff's Dept.
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Sheriff's Office (1100):
Approval of 2010 interdepartmental transfer from County Wide Administration to Sheriff's Office (1100) in the amount of \$790,725.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 01/06/10.

Attachments

Link: [Interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		01/08/2010 11:39 AM	PEND
2	Rosalinda Cantu	Rosie Cantu	01/07/2010 03:11 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:39 AM	APRV

Form Started By: Sylvia Solis
Started On: 01/06/2010 11:29 AM
Final Approval Date: 01/08/2010

ATTEST, COUNTY CLERK

AI-19256

5.C.

Interdepartmental Transfer- Fund salaries and fringes for Deputy Constable positions (slot #'s 0010 & 0011) created after the 2010 Budget Adoption.

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Constable Pct. 4
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Constable Pct. 4 (1100):
Approval of 2010 interdepartmental transfer from County Wide Administration to Constable Pct. 4 (1100) in the amount of \$94,234.03.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 01/06/10.

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:38 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/07/2010 02:55 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:37 AM	APRV

Form Started By: Sylvia Solis
Started On: 01/06/2010 09:32 AM
Final Approval Date: 01/08/2010

DATE: January 5, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Constable Pct. 4

ACCOUNT NUMBER: 0-1100-4XX-00-XXX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
0-1100-415-00-115-002-0-	899	CO WIDE ADM - CONTINGENCY	(94,234.03)
TO			
0-1100-421-00-294-001-0-	113	CONSTABLE PCT. 4 - REG F/T EMPLOYEES	72,960.00
0-1100-421-00-294-001-0-	211	CONSTABLE PCT. 4 - HEALTH INSURANCE	8,328.00
0-1100-421-00-294-001-0-	212	CONSTABLE PCT. 4 - LIFE INSURANCE	54.00
0-1100-421-00-294-001-0-	220	CONSTABLE PCT. 4 - FICA	5,581.44
0-1100-421-00-294-001-0-	230	CONSTABLE PCT. 4 - RETIREMENT	6,945.79
0-1100-421-00-294-001-0-	250	CONSTABLE PCT. 4 - UNEMPLOYMENT COMP	364.80
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:
Interdepartmental transfer to fund the salary & related fringes for the creation of two (2) Deputy Constable positions (slot no.'s 0010 & 0011).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-19230

5.D.

Interdepartmental Transfer- Salaries and Fringes for temp positions (REF: AI-19170/ CC 12-29-09)

CC CONSENT

Date: 01/12/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Judge
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

County Judge (1100)

Approval of 2010 interdepartmental transfer from County Wide Administration to County Judge (1100) in the amount of \$50,477.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 01/05/10. rc

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 11:25 AM	APRV
2	Roland Garcia	Rolando Garcia	01/06/2010 11:05 AM	APRV
3	Sylvia Solis	Sylvia Solis	01/06/2010 02:01 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 11:28 AM	APRV

Form Started By: Rosie Cantu

Started On: 01/05/2010 09:33 AM

Final Approval Date: 01/08/2010

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 5, 2009

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COUNTY JUDGE

ACCOUNT NUMBER: 0-1100-4XX-00-11X-00X-0-XXX

SUBJECT: INTERDEPARTMENTAL TRANSFER

2010

Transfer



Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(50,477.00)
TO:		
0-1100-413-00-110-006-0-121	COUNTY JUDGE- TEMP F/T EMPLOYEES	46,673.00
0-1100-413-00-110-006-0-220	COUNTY JUDGE- FICA	3,570.45
0-1100-413-00-110-006-0-250	COUNTY JUDGE- UNEMPLOYMENT COMP	233.55
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: Interdepartmental transfer to cover expenditures for cost of salaries and related fringe benefits for two (2) new temporary full time positions approved by CC on 12/29/09 (REF AI-19170). Positions effective for calendar year 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19235

5.E.

Interdepartmental Transfer- Salaries and Fringes for extension of temp positions (REF: AI -19085/ CC 12-29-09)

CC CONSENT

Date: 01/12/2010

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Elections

Department: BUDGET & MANAGEMENT

Information

CAPTION

Elections (1100):

Approval of 2010 interdepartmental transfer from County Wide Contingency to Elections Dept (1100) in the amount of \$98,601.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 01/05/10. rc

Attachments

Link: [Interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 11:31 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/06/2010 10:41 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:30 AM	APRV

Form Started By: Rosie Cantu

Started On: 01/05/2010 10:49 AM

Final Approval Date: 01/08/2010

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 5, 2009

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR ELECTIONS DEPT

ACCOUNT NUMBER: 0-1100-41X-00-1XX-00X-0-XXX

SUBJECT: INTERDEPARTMENTAL TRANSFER

2010

Transfer



Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(98,601.00)
TO:		
0-1100-414-00-130-001-0-121	ELECTIONS- TEMP F/T EMPLOYEES	91,170.00
0-1100-414-00-130-001-0-220	ELECTIONS- FICA	6,975.00
0-1100-414-00-130-001-0-250	ELECTIONS- UNEMPLOYMENT COMP	456.00
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: Interdepartmental transfer to cover expenditures for cost of salaries and related fringe benefits for the extension of eleven (11) temporary full time positions approved by CC on 12/29/09 (REF AI-19085). Positions effective for calendar year 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19238

5.F.

Interdepartmental Transfer- Salaries and Fringes for extension of one (1) temp position (REF: AI -19085/ CC 12-29-09)

CC CONSENT

Date: 01/12/2010

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: JP PCT 4 PL 1

Department: BUDGET & MANAGEMENT

Information

CAPTION

JP PCT 4 PL 1 (1100):

Approval of 2010 interdepartmental transfer from County Wide Administration to JP Pct 4 PI 1 (1100) in the amount of \$8,965.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 01/05/10. rc

Attachments

Link: [Interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 11:35 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/06/2010 10:56 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:31 AM	APRV

Form Started By: Rosie Cantu

Started On: 01/05/2010 11:17 AM

Final Approval Date: 01/08/2010

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: January 5, 2009

DEPARTMENT HEAD: RAUL SILGUERO,Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR JP PCT 4 PL 1

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

SUBJECT: INTERDEPARTMENTAL TRANSFER

2010

Transfer



Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(8,965.00)
TO:		
0-1100-412-00-067-001-0-121	JP PCT 4/PL 1- TEMP F/T EMPLOYEES	8,289.00
0-1100-412-00-067-001-0-220	JP PCT 4/PL 1- FICA	634.00
0-1100-412-00-067-001-0-250	JP PCT 4/PL 1- UNEMPLOYMENT COMP	42.00
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: Interdepartmental transfer to cover expenditures for cost of salaries and related fringe benefits for the extension of one (1) temporary full time position approved by CC on 12/29/09 (REF AI-19085). Position effective for calendar year 2010.

DEPARTMENT HEAD SIGNATURE

INTERDEPARTMENTAL TRANSFER REQUEST

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19253

5.G.

Interdepartmental Transfer- Fund salaries and fringes for Clerk I position (slot #0103) created after the 2010 Budget Adoption.

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Facilities Mgmt Dept.
Department: BUDGET & MANAGEMENT
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Facilities Management (1100)

Approval of 2010 interdepartmental transfer from County Wide Administration to Facilities Management (1100) in the amount of \$26,035.26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 01/06/10.

Attachments

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:37 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/07/2010 02:09 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 11:34 AM	APRV

Form Started By: Sylvia Solis
Started On: 01/06/2010 08:57 AM
Final Approval Date: 01/08/2010

DATE: January 5, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Facilities Management Dept.

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM			
0-1100-415-00-115-002-0-	899	CO WIDE ADM - CONTINGENCY	(26,035.26)
TO			
0-1100-419-40-220-001-0-	113	FACILITIES MGMT DEPT. - REG F/T EMPLOYEES	18,564.00
0-1100-419-40-220-001-0-	211	FACILITIES MGMT DEPT. - HEALTH INSURANCE	4,164.00
0-1100-419-40-220-001-0-	212	FACILITIES MGMT DEPT. - LIFE INSURANCE	27.00
0-1100-419-40-220-001-0-	220	FACILITIES MGMT DEPT. - FICA	1,420.15
0-1100-419-40-220-001-0-	230	FACILITIES MGMT DEPT. - RETIREMENT	1,767.29
0-1100-419-40-220-001-0-	250	FACILITIES MGMT DEPT. - UNEMPLOYMENT COMP	92.82
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Interdepartmental transfer to fund the salary & related fringes for the creation of one (1) Clerk position (slot no. 0103).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-19311

6.A.

Precinct #3 Interfund Transfer

CC CONSENT

Date: 01/12/2010
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #3 Drainage Improvement Project (1203):
Approval of 2010 interfund transfer from Pct. 3 Sanitation (1100) to Precinct 3 Drainage Improvement Project (1203) in the total amount of \$746,389.00 to fund un-capitalizable drainage expenditures and to fund the purchase of land.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-123-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available balance as of 1/7/2010 is \$883,560.31.

Attachments

Link: [Interfund Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 04:00 PM	APRV
2	Roland Garcia	Rolando Garcia	01/07/2010 04:45 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 12:04 PM	APRV
6	Perla Lopez	Perla Lopez	01/08/2010 03:49 PM	APRV

Form Started By: Perla Lopez
Started On: 01/07/2010 03:15 PM
Final Approval Date: 01/08/2010

DATE: January 12, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer



DEPARTMENT NAME: Department of Budget & Management for Precinct #3 R&B
Drainage Improvement Project

ACCOUNT NUMBER: 0-1X0X-XXX-0X-XXX-XXX-0-XXX

CONTACT PERSON: Perla Lopez PHONE: 292-7025 ext. 5419

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1100-432-00-123-001-0- 334	Pct. 3 Sanitation - Arch & Eng Srv	(100,000.00)
0-1100-432-00-123-001-0- 421	Pct. 3 Sanitation - Disposal	(101,389.00)
0-1100-432-00-123-001-0- 672	Pct. 3 Sanitation - Equip & Veh R&M Supplies	(49,000.00)
0-1100-432-00-123-001-0- 890	Pct. 3 Sanitation - Other	(496,000.00)
0-1100-491-01-000-203-0- 891	Transfers Out - R&B Pct. 3	746,389.00
TO		
0-1203-391-01-000-100-0- 000	Transfers In - General Fund	746,389.00
0-1203-431-00-123-049-0- 113	Pct 3 Drain Imprv Prj - Reg F/T Employees	455,383.00
0-1203-431-00-123-049-0- 211	Pct 3 Drain Imprv Prj - Health Insurance	35,191.00
0-1203-431-00-123-049-0- 212	Pct 3 Drain Imprv Prj - Life Insurance	351.00
0-1203-431-00-123-049-0- 220	Pct 3 Drain Imprv Prj - FICA	34,837.00
0-1203-431-00-123-049-0- 230	Pct 3 Drain Imprv Prj - Retirement	43,351.00
0-1203-431-00-123-049-0- 250	Pct 3 Drain Imprv Prj - Unemployment Comp	2,276.00
0-1203-431-00-123-049-0- 719	Pct 3 Drain Imprv Prj - Land	175,000.00
TOTAL BUDGET INCREASE (DECREASE)		746,389.00

REASON: Transfer to fund un-capitalizable expenditures and to fund land purchase for 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19352

6.B.

**Interfund Transfer from Parks Co. Wide (1210) to Parks Pct. 4 (1214) -
Salaries & Fringes**

CC CONSENT

Date: 01/12/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 Parks (1214):
Approval of 2010 interfund transfer from Parks Co. Wide (1210) to Pct. 4 Parks (1214) in
the amount of \$20,169.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-121X-452-00-12X-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:	
Fund available as of 01/08/10.	

Attachments

Link: [interfund transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 05:14 PM	APRV
2	Erika Zamora	Erika Zamora	01/08/2010 05:16 PM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW
Form Started By: Sylvia Solis			Started On: 01/08/2010 05:03 PM	
Final Approval Date: 01/08/2010				

DATE: January 8, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 4 Parks

ACCOUNT NUMBER: 0-121X-452-00-12X-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: 292-7025 ext. 5423

SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1210-452-00-120-002-0- 899	Parks Co. Wide-Contingency	(20,169.00)
0-1210-491-01-000-214-0- 891	Transfers Out-Parks Pct. 4	20,169.00
TO		
0-1214-391-01-000-210-0- 000	Transfer In- Parks Co. Wide	20,169.00
0-1214-452-00-124-009-0- 113	Pct. 4 Parks-Reg. F/T Employees	8,161.00
0-1214-452-00-124-009-0- 117	Pct. 4 Parks-Supplemental Pay	9,049.00
0-1214-452-00-124-009-0- 220	Pct. 4 Parks-FICA	1,280.00
0-1214-452-00-124-009-0- 230	Pct. 4 Parks-Retirement	1,594.00
0-1214-452-00-124-009-0- 250	Pct. 4 Parks-Unemployment Comp.	85.00
TOTAL BUDGET INCREASE (DECREASE)		20,169.00

REASON: Interfund transfer from Parks Co. Wide to Parks Pct. 4 to fund salaries and fringes.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Revised
2010
Interfund Transfer



AI-19272

7.B.

Planning Department

CC CONSENT

Date: 01/12/2010
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit:

1. E.C.I.S.D. Middle School No. 6 Subdivision – Pct. 4 (Edinburg CISD)

BACKGROUND

Fiscal Impact

Attachments

Link: [ECISD No 6;Reimbursement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 02:24 PM	APRV
2	Olga Garza	Olga Garza	01/07/2010 10:55 AM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Nora Cavazos
Started On: 01/06/2010 02:16 PM
Final Approval Date: 01/08/2010



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JANUARY 6, 2010

RE: E.C.I.S.D. MIDDLE SCHOOL NO. 6 – PCT. 4

ON AUGUST 25, 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE CONSTRUCTION OF A DRAINAGE SWALE.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$9,956.10 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE CONSTRUCTION OF THE DRAINAGE SWALE. ATTACHED IS A COPY OF OUR DEPARTMENT'S ON-SITE INSPECTION REPORT STATING THAT THE DRAINAGE DETENTION AREAS HAVE BEEN COMPLETED.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$9,956.10 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$ 9,956.10
1 ST REIMBURSEMENT	\$ 9,956.10

BALANCE REMAINING \$ 0



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo



Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

E.C.I.S.D. No.6
SUBDIVISION ONSITE INSPECTION
Date of inspection January 05, 2010

SUBDIVISION LOCATION DESCRIPTION:

Property is located on the West side of Alamo Rd north of FM 2812 PCT - 4.

WATER IMPROVEMENTS

☐ APPROVED

Not inspected

☐ FAIL

OSSE IMPROVEMENTS

☐ APPROVED

Not inspected

☐ FAIL

PAVING IMPROVEMENTS

☐ APPROVED

Alamo Road has not been paved.

☒ FAIL

DRAINAGE IMPROVEMENTS

☒ APPROVED

Drainage detention areas have been completed.

☐ FAIL

OTHER IMPROVEMENTS

☐ APPROVED

☐ FAIL

X

Jose R. Tovar
Engineering Tech II

1304 S. 25th St. ★ Edinburg, Texas 78539 ★ (956) 318-2840 ★ Fax. (956) 318-2844

AI-19259

8.A.

**457 Plan wd
CC CONSENT**

Date: 01/12/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal requests for employee #122718 & #094781

BACKGROUND

Fiscal Impact

Attachments

Link: [form](#)

Link: [form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 01:38 PM	APRV
2	Auditor's Office	Linda Fong	01/08/2010 05:02 PM	APRV

Form Started By: Monica Badillo
Started On: 01/06/2010 10:49 AM
Final Approval Date: 01/08/2010

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name

457 Plan Employee #122718

Participant

Address

Social Security

SECTION

I understand
the withdrawal
distribution
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expenses

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IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- () Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- () Purchase (excluding mortgage payments) of my principal residence.
- (x) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- () The need to prevent eviction from or mortgage foreclosure on my primary residence.
- () Funeral or burial expenses for my parent, spouse, child or dependent.
- () Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 500.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? NO If so what was the amount taken \$ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [Signature] Date 11/4/2010

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name

457 Plan

Employee #094781

Participant

Address

Social Security

SECTION I

I understand that the withdrawal distributions, or me under the taxable as ordinary income unless I am expenses as

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IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- ☒ Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- ☐ Purchase (excluding mortgage payments) of my principal residence.
- ☐ Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- ☐ The need to prevent eviction from or mortgage foreclosure on my primary residence.
- ☐ Funeral or burial expenses for my parent, spouse, child or dependent.
- ☐ Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 100% Year-to-date deferrals —

Total amount deferred since you initially joined the plan \$ —

Have you ever taken a hardship before? NO If so what was the amount taken \$ —

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [Signature] Date 1/6/10

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X [Signature] Date —

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-19307

8.B.

Signature Authority - Liability Insurance Policies

CC CONSENT

Date: 01/12/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Requesting authority for Executive Officer to sign the following Liability Insurance
Renewal Policies Applications:
Supplementary Commercial Auto, Clinics, Kidnap & Extortion and Storage Tank

BACKGROUND

Final Year Renewal Option of Property & Casualty Insurance Policies approved by Court
on 11/3/09; effective 1/1/2010

Fiscal Impact

Attachments

Link: [applications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 01:32 PM	APRV
2	Auditor's Office		01/08/2010 05:41 PM	NEW
Form Started By: Monica Badillo			Started On: 01/07/2010 11:38 AM	
Final Approval Date: 01/08/2010				

Travelers – PIP & UM

**SUPPLEMENTARY COMMERCIAL AUTOMOBILE APPLICATION
UNINSURED/UNDERINSURED MOTORISTS COVERAGE**

TEXAS

(To be completed and signed by Named Insured)

Hidalgo County
APEX Insurance Services
100 NE Loop 410 Ste 650
San Antonio TX 78216

GP06302049

IMPORTANT - PLEASE READ CAREFULLY

Please read this document carefully. Your coverage options are explained below.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Unless rejected in writing, Texas law (Texas Insurance Code, section 1952.101) requires that all automobile liability or motor vehicle liability policies delivered or issued for delivery in Texas provide coverage in at least the limits prescribed in the Texas Motor Vehicle Safety Responsibility Act (Texas Transportation Code, Ch. 601) for the protection of insureds there under who are legally entitled to recover damages from owners or operators of uninsured or underinsured motor vehicles. Refer to your policy for the prevailing coverage provisions.

Your automobile liability or motor vehicle liability policy shall automatically include Uninsured/Underinsured Motorists Coverage at limits equal to your bodily injury and property damage liability policy limits, unless you reject Uninsured/Underinsured Motorists Coverage or select lower limits below, but not less than the Minimum Financial Responsibility Limits.

- ☐ I hereby reject Uninsured/Underinsured Motorists Coverage for all vehicles covered by my policy.
- ☐ I select the Minimum Financial Responsibility Limits of \$25,000 each person/\$50,000 each accident for bodily injury and \$25,000 each accident for property damage; or \$75,000 combined single limit, for all vehicles covered by my policy. The Uninsured/Underinsured Motorists Coverage limits will be either split (each person/each accident) or a combined single limit (CSL) consistent with the liability limits on your policy.
- ☐ I select other limits of Uninsured/Underinsured Motorist Coverage (not to exceed the bodily injury and property damage liability limits of my policy) for all vehicles covered by my policy. (Specify)
- | | |
|---|---|
| ☐ \$100,000 each accident (CSL); | ☐ \$750,000 each accident (CSL); |
| ☐ \$250,000 each accident (CSL); | ☐ \$1,000,000 each accident (CSL); |
| ☐ \$300,000 each accident (CSL); | ☐ \$_____ |
| ☐ \$350,000 each accident (CSL); | |
| ☐ \$500,000 each accident (CSL); | |

Please note that Uninsured/Underinsured Motorists Coverage for property damage is subject to a \$250 deductible. However, if you have elected to purchase a large deductible rating plan, the deductible rating plan amount shown on the deductible endorsement in your policy shall apply.

I understand that my coverage election shall apply on the policy(ies) in effect at the time this form is executed and to all future renewals thereof until I notify the Company IN WRITING of any changes. My signature below evidences my actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits I have selected, rejected or accepted by default.

SIGNATURE OF NAMED INSURED	DATE

**SUPPLEMENTARY COMMERCIAL AUTOMOBILE APPLICATION
REJECTION OF PERSONAL INJURY PROTECTION COVERAGE**

TEXAS

(To be signed by Named Insured)

Hidalgo County
APEX Insurance Services
100 NE Loop 410 Ste 650
San Antonio TX 78216

GP06302049

If you elect to reject Personal Injury Protection Coverage, please sign the rejection below.

REJECTION OF PERSONAL INJURY PROTECTION COVERAGE

This is to certify that I have carefully considered the provisions of Personal Injury Protection Coverage available to me through the enactment of Article 5.06-3 of the Insurance Code of the State of Texas and hereby record my rejection of such coverage under my policy(ies) and all subsequent renewals or reinstatements thereof. I realize that by rejecting this coverage, I have not chosen Personal Injury Protection Coverage available in an amount of up to \$2,500 for all benefits, in the aggregate, for each person. I furthermore certify my understanding that such coverage will not be afforded in or supplemental to a renewal or reinstated policy unless I request Personal Injury Protection Coverage in writing.

SIGNATURE OF NAMED INSURED

DATE

WIC Program



- o **DEERFIELD INSURANCE COMPANY**
- o **EVANSTON INSURANCE COMPANY**
- o **ESSEX INSURANCE COMPANY**
- o **MARKEL AMERICAN INSURANCE COMPANY**
- o **MARKEL INSURANCE COMPANY**

APPLICATION FOR CLINICS (MEDICAL, PUBLIC HEALTH, DENTAL, ETC.) PROFESSIONAL LIABILITY INSURANCE

(Claims Made Basis)

APPLICANT'S INSTRUCTIONS:

1. Answer all questions. If the answer requires detail, please attach a separate sheet.
2. Application must be signed and dated by owner, partner or officer.
3. Please do not complete application earlier than 45 days before proposed effective date of coverage.
4. PLEASE READ CAREFULLY THE STATEMENTS AT THE END OF THIS APPLICATION.
(PLEASE TYPE OR PRINT IN INK)

1. APPLICANT INFORMATION

- a. Full name of Applicant: Hidalgo County WIC Program
- b. Principal business premise address: 3105 W. University Dr. Hidalgo
(Street) (County)
Edinburg Texas 78539
(City) (State) (Zip)
- c. ☐ Professional Corporation (for profit) ☐ Partnership
☐ Professional Corporation (non-profit) ☐ Professional Association
☒ Other (describe) Non-profit governmental agency
- d. Date established: 1974
- e. Number of Employees: Full time 225 Part time 14 Seasonal _____ Total 239
- f. Business, corporate or partnership name: Hidalgo County
- g. Name of all partners or members of the firm who provide professional services: _____
- h. Professional societies or associations in which you are a member: National WIC Association
Texas Association of Local WIC Directors, American Public Health Assoc.
- i. Please attach a copy of letterhead or other business stationery.

2. OPERATIONS

- a. States Clinics are registered and licensed to practice: Texas
- If none, please explain.
- b. Clinics professional specialty: Public Health Nutrition
- c. Do you maintain any beds for overnight occupancy? [] Yes [x] No. If yes, also complete application form SM 5864 or SM 686.
- d. Total sq. ft. that you occupy (all locations): 55,479.
- e. Division of patients or clients:
- | | | | | | |
|------------------------|---------|---------------------|---------|------------------------------------|-------------|
| (i) Hemodialysis | _____ % | (vii) Psychiatric | _____ % | (xiii) Bariatrics | _____ % |
| (ii) Holistic Medicine | _____ % | (viii) Drug Addicts | _____ % | (xiv) Physical Rehabilitation | _____ % |
| (iii) Surgical | _____ % | (ix) Alcoholics | _____ % | (xv) Disability Evaluation | _____ % |
| (iv) Stress Testing | _____ % | (x) Obstetrical | _____ % | (xvi) Research or Experimental | _____ % |
| (v) Communicable | _____ % | (xi) Dental | _____ % | (xvii) Other <u>Prevention 100</u> | _____ % |
| (vi) Family Planning | _____ % | (xii) Pediatric | _____ % | <u>Nutrition Counseling</u> | <u>100%</u> |

- f. Does Clinic use a collection agency?[] Yes ☒ No
If yes, name of agency: _____
Does the agency have authority to file a collection suit on Clinics behalf?.....[] Yes ☒ No
- g. Do owners, partners or directors, (wholly or in part), operate, or administer any hospital, nursing home or other institution where medical services are customarily rendered?.....[] Yes ☒ No
If yes, give details including name, location, size and number of beds. _____
- h. Do you own or operate any business other than that shown in question 1a?[] Yes ☒ No
If yes, please attach detailed explanations of this activity.
- i. Do you advertise your professional services in any manner (other than a simple listing in a telephone directory)?[] Yes ☒ No
If yes, please attach a copy of ALL of the advertisements.
- j. Names and locations of any hospitals or institutions Clinic use is in practice: _____
- k. Is the Applicant a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule?[☒] Yes [] No
If yes,
(i) Has the Applicant implemented procedures to comply with the HIPAA Privacy Rule?[☒] Yes [] No
(ii) Provide the name and title of the Applicant's Privacy Officer. Valde Guerra
Our Business Associate Agreement is available at www.shand.com or by fax by calling (847) 572-6268 (Form No. ZZ50002). This is the only Business Associate Agreement we will recognize.

3. PROFESSIONAL SERVICES

- a. Do you perform:
- (i) Acupuncture or acupuncture anesthesia? Explain:[] Yes ☒ No
 - (ii) Angiography/arteriography/venography? Describe:[] Yes ☒ No
 - (iii) Catheterization (other than urinary or umbilical)? Describe:[] Yes ☒ No
 - (iv) Closed reduction of compound fractures and/or normal deliveries and/or dermabrasion?.....[] Yes ☒ No
 - (v) Injection of radioisotopes and/or use of irradiated substances? Describe:[] Yes ☒ No
 - (vi) Radiation therapy and/or chemotherapy? Describe:[] Yes ☒ No
 - (vii) Psychiatric shock therapy?[] Yes ☒ No
 - (viii) Silicone injections? Describe:[] Yes ☒ No
 - (ix) Spinal anesthesia (other than saddle blocks or caudals)?[] Yes ☒ No
 - (x) Laser treatment? Describe:[] Yes ☒ No
 - (xi) Experimental procedures or research testing? Describe in detail on separate sheet[] Yes ☒ No
 - (xii) Hypnosis? Describe:[] Yes ☒ No
- b. Do you perform:
- (i) Norplant insertion/removals advise # yearly.....[] Yes ☒ No
 - (ii) Surgery other than incision of superficial boils or suturing superficial fascia?[] Yes ☒ No
 - (iii) Circumcisions and/or dilation and curettage and/or insertion of temporary pacemaker?[] Yes ☒ No
 - (iv) Tonsillectomies and/or adenoidectomies and/or caesarean sections?[] Yes ☒ No
 - (v) Cosmetic plastic surgery? Describe:[] Yes ☒ No
 - (vi) Excision of large cysts and/or I&D of deep-seated boils or carbuncles?.....[] Yes ☒ No
 - (vii) Hysterectomies?[] Yes ☒ No
 - (viii) Open reduction of fractures? Describe:[] Yes ☒ No
 - (ix) Surgery for weight reduction of patients?[] Yes ☒ No
 - (x) Abortions and/or menstrual extractions? Describe (include trimester, method and number of abortions performed per month):[] Yes ☒ No
 - (xi) Cryosurgery (other than use on benign or pre-malignant dermatological lesions)? Describe:[] Yes ☒ No
 - (xii) Silicone implants? Describe:[] Yes ☒ No

- (xiii) Sterilization procedures? Describe: _____[] Yes [X] No
- (xiv) Biopsies and/or endoscopies? List types performed: _____[] Yes [X] No
- (xv) Sex change operations? Describe and advise number yearly: _____[] Yes [X] No
- (xvi) Experimental surgery or surgical research? Describe in detail on separate sheet.[] Yes [X] No
- (xvii) Other surgery? Describe: _____[] Yes [X] No

- c. (i) Do you perform or engage in any surgical procedure(s) in your professional office or similar non-hospital facility?[] Yes [X] No
If yes, answer (ii) and (iii) below.
- (ii) List ALL surgical procedures performed (including minor surgery): _____

- (iii) Do you administer anesthesia (other than topical or local infiltration)?[] Yes [X] No
If yes, please attach detailed explanation.
- d. Do you perform hospital emergency room care for patients not your own?[] Yes [X] No
If yes, please attach explanation and also advise the number "patient contact" hours MONTHLY by you:
- (i) Emergency Room Physicians _____ hrs. (iii) Nurses _____ hrs.
- (ii) Paramedics _____ hrs. (iv) Other _____ hrs.
- e. Do you use drugs for weight reduction or patients?[] Yes [] No
If yes, attach list of drugs used and percentage of practice devoted to weight reduction; frequency and duration of prescriptions or weight reduction drugs; and quantity dispensed.
- f. Do you administer any methadone treatment?[] Yes [X] No
If yes, please attach description of treatment and controls used and indicate number of treatments during: Last 12 months _____; Next 12 months _____.
- g. Number of annual x-ray exposures: for diagnosis _____; for treatment _____.
- h. If x-ray treatment is given, what qualifications are required of the staff? _____

- i. Do you participate in any activity, e.g., newspaper columns, broadcasts, etc., in which professional advice is offered to the public? If Yes, please attach detailed explanation of this activity.[] Yes [X] No
- j. Attach detailed description of any additional activities and/or procedures which you performed.

4. STAFF

- a. Please indicate the number of professional employees, volunteers and independent contractors. IF NONE, STATE NONE.

	Employees and Volunteers	Independent Contractors		Employees and Volunteers	Independent Contractors
(i) Physicians: No surgery (other than incision of boils, suturing of skin) or obstetrical procedures	<u>NONE</u>	<u>NONE</u>	(xi) Anesthesiologists, Thoracic Surgeons, Vascular Surgeons, Neurosurgeons, and Orthopedic Surgeons	<u>NONE</u>	<u>NONE</u>
(ii) Physicians: Minor surgery or obstetrical procedures not constituting major surgery	<u>NONE</u>	<u>NONE</u>	(xii) Physicians & Surgeons' Assistants, Nurse Practitioners (describe duties on separate sheet	<u>NONE</u>	<u>NONE</u>
(iii) Proctologists, Ophthalmologists and Urologists	<u>NONE</u>	<u>NONE</u>	(xiii) Unlicensed Interns	<u>NONE</u>	<u>NONE</u>
(iv) General Surgeons, Cardia Surgeons, and Otolaryngologists (no plastic surgery)	<u>NONE</u>	<u>NONE</u>	(xiv) Dentists (no oral surgery)	<u>NONE</u>	<u>NONE</u>
(v) Obstetrics-Gynecologists, Plastic Surgeons, and	<u>NONE</u>	<u>NONE</u>	(xv) Orthodontists	<u>NONE</u>	<u>NONE</u>



Hidalgo County WIC Program Clinic Information Directory

LOCATION	PHONE	FAX	MODEM	CLINIC HOURS
Administrative Office - 1200 3105 W. University Drive Edinburg, Texas 78539 WIC Director: Norma Longoria, MS, LD	381-4632 381-4639 381-4646 381-8936 381-8556 381-9802 381-4640	380-4056 381-0297	381-8620	Mon. & Wed. 8:00am-5:30pm Tues. & Thurs. 8:00am-6:30pm Fri. 8:00am-5:00pm 1 st Sat. 8:00am-1:00pm
Edinburg WIC Clinic - 1201 3105 E. Richardson Edinburg, Texas 78539 Supervisor: Anabelle Ramirez, Nutr.	380-0363 380-0364 380-0908	316-3772	318-0453	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Mission WIC Clinic - 1202 211 South Schubach Mission, Texas 78572 Supervisor: Maritza Martinez, Nutr.	581-2723 581-2724 581-7517	584-8890	581-9768	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
McAllen WIC Clinic - 1203 300 East Hackberry McAllen, Texas 78501 Supervisor: Rosa Sepulveda, LVN	682-4580 682-4589 928-0138	686-9447	686-0005	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Pharr WIC Clinic - 1204 1903 North Fir Pharr, Texas 78577 Supervisor: Norma Flores, Nutr.	783-1151 783-1152 702-3385	702-2493	783-7251	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Hidalgo WIC Clinic - 1205 702 East Tejano Hidalgo, Texas 78557 Supervisor: Melissa Gonzalez, Nutr.	843-8151 843-8152	843-2324	843-2864	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Donna WIC Clinic - 1206 301 South 8 th Street Donna, Texas 78537 Supervisor: Cristina Gonzales, LVN	464-2251 464-2252 464-2082	464-9249	464-9882	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Weslaco WIC Clinic - 1207 1901 North Bridge Weslaco, Texas 78596 Supervisor: Joanna Rodriguez, Nutr.	968-0594 968-0595 447-8496	969-4433	969-2534	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm

LOCATION	PHONE	FAX	MODEM	CLINIC HOURS
Mercedes WIC Clinic - 1208 540 S. Texas Mercedes, Texas 78570 Supervisor: Dora Trevino, LVN	565-2603 565-2604 565-5049	565-3626	565-0761	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Elsa WIC Clinic - 1209 708 East Edinburg Street Elsa, Texas 78543 Supervisor: Sulema Cano, Nutr.	262-1324 262-1325 262-9085	262-7041	262-2620	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
La Joya WIC Clinic - 1210 204 West 2 nd Street La Joya, Texas 78560 Supervisor: Larry Hinojosa, Nutr.	585-9707 585-9708	584-8897	581-9947	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Las Milpas WIC Clinic - 1211 7013 S. Cage, Suite F Pharr, Texas 78577 Supervisor: Claudia De La Rosa, Nutr.	787-0994 787-4190	787-1023	787-4704	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Progreso WIC Clinic - 1212 510 N. FM 1015 Progreso, Texas 78579 Supervisor: Rudi Zapata, MS, RD	514-0236 514-0237	565-3656	514-0238	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Alton WIC Clinic - 1214 3509 E. Main Ave., Suite 104 Alton, Texas 78573 Supervisor: Sandra Sepulveda, Nutr.	519-7159 519-7160 581-1735	519-8551	519-7161	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Alamo WIC Clinic - 1215 313 E. Business 83, Suite 113 Alamo, Texas 78516 Supervisor: Michelle Flores, Nutr.	783-5369 783-5465 783-2192	702-2452	783-5471	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Sullivan City WIC Clinic - 1216 371 E. Expressway 83 Sullivan City, Texas 78595 Supervisor: Larry Hinojosa, Nutr.	485-2752 485-2758	485-9047	485-2615	Mon. 8:00am-5:30pm 1 st Tues. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. 9:00am-6:30pm Wed. - Sat. Closed

LOCATION	PHONE	FAX	MODEM	CLINIC HOURS
Mission WIC Clinic II - 1217 722 N. Breyfogle, Suite 2-C Mission, Texas 78572 Supervisor: Elma Garza, LVN	584-3334 584-3335 584-3409	584-9244	584-3327	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
McAllen WIC Clinic II - 1218 220 S. Bicentennial, Suite D McAllen, Texas 78501 Supervisor: Linda Treviño, RD, LD	972-0554 972-0432 972-0474	668-1226	972-0527	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Edinburg WIC Clinic II - 1219 113 Dawson Edinburg, Texas 78539 Supervisor: Gloria Vela, LVN	316-1434 316-1479 316-1484	316-1394	316-1346	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Pharr WIC Clinic II - 1224 926 West Sam Houston, Suite 3 Pharr, Texas 78577 Supervisor: Cindy Hoots, Nutr.	781-4920 781-4921	781-4905	781-4915	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
San Carlos WIC Clinic - 1226 230 North 86 th Street Edinburg, Texas 78539 Supervisor: Carmen Peña, LVN	318-1476 318-1493	318-1609	318-1564	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Weslaco WIC Clinic II - 1227 417 South Oregon Avenue Weslaco, Texas 78596 Supervisor: Teresa Sanchez, Nutr.	968-3516 968-3548	968-3744	968-8321	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Mobile WIC Clinic - 1228 Supervisor: Rosalinda Diaz, LVN	279-7850 720-1796			Mondays-Fridays 9:00am-12:00pm 1:00pm-4:00pm Closed for Lunch 12:00pm-1:00pm
North San Juan WIC Clinic - 1229 509 Earling Road San Juan, Texas 78589 Supervisor: Kismeth Leal, Nutr.	702-7788 783-7878 783-7879	702-7740	702-7863	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm

LOCATION	PHONE	FAX	MODEM	CLINIC HOURS
McAllen WIC Clinic III - 1230 3001 North 23 rd Street, Suite 8 McAllen, Texas 78502 Supervisor: Christine Contreras, Nutr.	683-1822 664-2697	664-2392	664-2037	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Alton WIC Clinic II - 1231 3519 W. Main Avenue, Suite B Mission, Texas 78574 Supervisor: Fred Martinez II, Nutr.	583-5791 583-9709 583-9732	583-4681	583-3981	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Rio Grande City WIC Clinic – 1243 604 N. Garza St. Rio Grande City, Texas 78582 Supervisor: Adabel Hinojosa, Nutr.	488-0500 488-8320 488-8324	488-8356	488-8352	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Roma WIC Clinic – 1244 1505 N. Grant St., Ste. 1 & 2 Roma, Texas 78584 Supervisor: Emilia Flores, Nutr.	849-1459 849-1460	849-1453	849-1470	Mon. & Wed. 8:00am-5:30pm 1 st Tues. & Thurs. 8:30am-6:30pm 2 nd , 3 rd & 4 th Tues. & Thurs. 9:00am-6:30pm 1 st Fri. Closed 2 nd , 3 rd & 4 th Fri. 8:00am-3:00pm 1 st Sat. 8:00am-1:00pm
Alamo WIC Clinic II – 1245 1429 S. Tower Rd. Alamo, Texas 78516 Supervisor: Oscar Zamora, Nutr.	784-3523	702-7097	702-3334	Mondays – Fridays 8:00am-5:00pm

Otolaryngologists doing
plastic surgery

	Employees and <u>Volunteers</u>	Independent <u>Contractors</u>		Employees and <u>Volunteers</u>	Independent <u>Contractors</u>
(vi) Oral Surgeons	_____	_____	(xvi) Podiatrists	_____	_____
(vii) Nurse Anesthetists	_____	_____	(xvii) Chiropractors	_____	_____
(viii) Optometrists, Opticians	_____	_____	(xviii) RN, LPNs IBCLC	<u>1</u>	_____
(ix) Pharmacists	_____	_____	(xix) Other <u>Dietitians</u>	<u>10</u>	_____
(x) Perfusionists	_____	_____	(xx) <u>Nutritionists</u>	<u>19-LVN-19</u>	_____

NOTE: If you require any of the above to be Named Insureds, please submit separate application for each such individual

- b. Are all of the above individuals licensed in accordance with applicable state and federal regulation?..[☒] Yes [☐] No
If no, please attach explanation. **Nutritionist don't need to be licensed**
- c. PLEASE ATTACH DETAILED EXPLANATION FOR ANY "YES" ANSWERS:
- (i) Ever been the subject of disciplinary or investigatory proceedings or reprimand by a governmental or an administrative agency, hospital or professional association?.....[☐] Yes [☒] No
- (ii) Ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses?.....[☐] Yes [☒] No
- (iii) Ever been treated for alcoholism or drug addiction?.....[☐] Yes [☒] No
- (iv) Ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refused or accepted only on special terms or ever voluntarily surrendered same?.....[☐] Yes [☒] No
- (v) Ever had any insurance company or Lloyd's cancel, decline, refuse to renew or accept only on special terms their malpractice insurance?.....[☐] Yes [☒] No
- d. Do you supervise any individual other than your own employees?.....[☐] Yes [☒] No
If yes, please provide explanation of responsibilities and relationship to the entity which employs these individuals. _____

Also, indicate by profession the number of individuals supervised.

<u>Number</u>	<u>Type of Profession</u>	<u>Number</u>	<u>Type of Profession</u>
_____	Physicians	_____	_____
_____	X-ray Technicians	_____	_____
_____	Laboratory Technician	_____	_____

5. REVENUES

- a. Please state sources and amounts of total revenue:

<u>Source</u>	<u>This Fiscal Year 2009</u>	<u>Next Fiscal Year 2010</u>
(i) Charitable Contributions	\$ _____	\$ _____
(ii) Government Funding	\$ <u>9.5 Million</u>	\$ <u>10.5 Million</u>
(iii) Fee for Service	\$ _____	\$ _____
(iv) Other _____	\$ _____	\$ _____
TOTAL GROSS REVENUE	\$ _____	\$ _____

- b. Please provide number of outpatient visits:

<u>Type of Visit</u>	<u>Last 12 Months</u>	<u>Next 12 Months</u>
Clinics	<u>924,641</u>	<u>952,641</u>
Laboratory	_____	_____
Emergency Room	_____	_____
_____	_____	_____
TOTAL NO. OF VISITS	<u>924,641</u>	<u>952,641</u>

- c. If you have a training school, please complete the following. Attach separate schedule if needed.

Specify Profession for Which Students Are Being Trained	Max. No. of Students Per Session	No. of Sessions Per Year	% of Time Involved in Clinical Setting	Number of Faculty	Qualifications of Faculty (i.e., MD, RN, PhD., etc.)

6. AFFILIATIONS

- a. Are you associated with any agency or organization that engages in any kind of advertising for or solicitation of patients?[] Yes [X] No
If yes, please attach detailed explanation and a copy of ALL of the advertisements.
- b. Are you employed by any individual or entity other than that shown in Question 1(a)?[] Yes [X] No
If yes, please attach explanation.
- c. Are you under contract to any individual or entity other than that shown in Question 1(a)?[] Yes [X] No
If this contract contains a hold-harmless agreement, copy of contract must be attached.
- d. Are you in the employ of or under contract to any federal governmental entity?[] Yes [X] No

7. HISTORY/CLAIMS

- a. Has any claim or suit been brought against you and/or any of your employees?[] Yes [X] No
If yes, a supplemental claim information form must be completed for each claim or suit.
- b. Are you aware of any circumstances which may result in a malpractice claim or suit being made or brought against you or any of your employees?[] Yes [X] No
If yes, please give details on separate sheet.
- c. Please list general liability insurance carried for each of the past three years. IF NONE, STATE NONE.

Insurance Carrier	Policy Number	Limits of Liability	Deductible (if any)	Premium	Inception Mo./Day/Yr.	Expiration Mo./Day/Yr.	Was this a Claims Made Policy Form?	Retro Date
							Yes No	
							[] []	
							[] []	
							[] []	

* NOTICE TO APPLICANT: The coverage applied for is SOLELY AS STATED IN THE POLICY, which provides coverage on a "CLAIMS MADE" basis for ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD unless the extended reporting period option is exercised in accordance with the terms of the policy.

WARRANTY: I/We warrant to the Insurer, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy of insurance and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy. I/We authorize the release of claim information from any prior insurer to Shand Morahan & Company, Inc., Underwriting Manager for the Company.

Hidalgo County

Name of Applicant

Executive Officer for Comm. Court

Title (Officer, partner, etc.)

Signature of Applicant Valde Guerra

Date

SIGNING this application does not bind the Applicant or the Insurer or the Underwriting Manager to complete the insurance, but one copy of this application will be attached to the policy, if issued.

Health & Human Services Dept



**SHAND MORAHAN
& COMPANY, INC.**
Ten Parkway North, Deerfield, IL 60015
(847) 572-6000 Fax (847) 572-6137
Writing Manager
Markel Company

- DEERFIELD INSURANCE COMPANY
- EVANSTON INSURANCE COMPANY
- ESSEX INSURANCE COMPANY
- MARKEL AMERICAN INSURANCE COMPANY
- MARKEL INSURANCE COMPANY

**APPLICATION FOR CLINICS (MEDICAL, PUBLIC HEALTH, DENTAL, ETC.)
PROFESSIONAL LIABILITY INSURANCE**
(Claims Made Basis)

APPLICANT'S INSTRUCTIONS:

1. Answer all questions. If the answer requires detail, please attach a separate sheet.
2. Application must be signed and dated by owner, partner or officer.
3. Please do not complete application earlier than 45 days before proposed effective date of coverage.
4. PLEASE READ CAREFULLY THE STATEMENTS AT THE END OF THIS APPLICATION.
(PLEASE TYPE OR PRINT IN INK)

1. APPLICANT INFORMATION

- a. Full name of Applicant: Hidalgo County Health and Human Services Department
- b. Principal business premise address: 1304 S. 25th Avenue Hidalgo
(Street) (County)
Edinburg Texas 78542
(City) (State) (Zip)
- c. ☐ Professional Corporation (for profit) ☐ Partnership
☐ Professional Corporation (non-profit) ☐ Professional Association
☒ Other (describe) Local Health Dept.
- d. Date established: 1950
- e. Number of Employees: Full time 173 Part time 0 Seasonal 0 Total
- f. Business, corporate or partnership name: N/A
- g. Name of all partners or members of the firm who provide professional services: NA
- h. Professional societies or associations in which you are a member: NA
- i. Please attach a copy of letterhead or other business stationery.

2. OPERATIONS

- a. States Clinics are registered and licensed to practice: Texas
If none, please explain.
- b. Clinics professional specialty: Preventive Health Services (prenatal, family Planning, child health, immunizations, communicable Disease Surveillance and TB.)
- c. Do you maintain any beds for overnight occupancy? ☐ Yes ☒ No. If yes, also complete application form SM 5864 or SM 686. NA
- d. Total sq. ft. that you occupy (all locations): 69233 Sq Feet!
- e. Division of patients or clients:
- | | | | | | |
|------------------------|-------------|---------------------|-------------|--|-------------|
| (i) Hemodialysis | _____ % | (vii) Psychiatric | _____ % | (xiii) ~~Perinatal~~ Immunizations | _____ % |
| (ii) Holistic Medicine | _____ % | (viii) Drug Addicts | _____ % | (xiv) Physical Rehabilitation | _____ % |
| (iii) Surgical | _____ % | (ix) Alcoholics | _____ % | (xv) Disability Evaluation | _____ % |
| (iv) Stress Testing | _____ % | (x) Obstetrical | _____ % | (xvi) Research or Experimental | _____ % |
| (v) Communicable | <u>10</u> % | (xi) Dental | _____ % | (xvii) Other <u>prenatal</u> | <u>20</u> % |
| (vi) Family Planning | <u>20</u> % | (xii) Pediatric | <u>10</u> % | | <u>100%</u> |

- f. Does Clinic use a collection agency?[] Yes [x] No
If yes, name of agency: _____
Does the agency have authority to file a collection suit on Clinics behalf?.....[] Yes [x] No
- g. Do owners, partners or directors, (wholly or in part), operate, or administer any hospital, nursing home or other institution where medical services are customarily rendered?.....[] Yes [x] No
If yes, give details including name, location, size and number of beds. _____
- h. Do you own or operate any business other than that shown in question 1a?[] Yes [x] No
If yes, please attach detailed explanations of this activity.
- i. Do you advertise your professional services in any manner (other than a simple listing in a telephone directory)?[x] Yes [] No
If yes, please attach a copy of ALL of the advertisements.
- j. Names and locations of any hospitals or institutions Clinic use is in practice: Edinburg Health Clinic; Elsa Health Clinic; Weslaco Health Clinic; Pharr Health Clinic; McAllen Health Clinic; Mission Health Clinic; Hidalgo Health Clinic; Pulmonary Edinburg.
- k. Is the Applicant a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule? [x] Yes [] No
If yes,
(i) Has the Applicant implemented procedures to comply with the HIPAA Privacy Rule?.....[x] Yes [] No
(ii) Provide the name and title of the Applicant's Privacy Officer. Valde Guerra
Our Business Associate Agreement is available at www.shand.com or by fax by calling (847) 572-6268 (Form No ZZ50002). This is the only Business Associate Agreement we will recognize.

3. PROFESSIONAL SERVICES

- a. Do you perform:
- (i) Acupuncture or acupuncture anesthesia? Explain:[] Yes [x] No
 - (ii) Angiography/arteriography/venography? Describe:[] Yes [x] No
 - (iii) Catheterization (other than urinary or umbilical)? Describe:[] Yes [x] No
 - (iv) Closed reduction of compound fractures and/or normal deliveries and/or dermabrasion?.....[] Yes [x] No
 - (v) Injection of radiolotopes and/or use of irradiated substances? Describe:[] Yes [x] No
 - (vi) Radiation therapy and/or chemotherapy? Describe:[] Yes [x] No
 - (vii) Psychiatric shock therapy?.....[] Yes [x] No
 - (viii) Silicone Injections? Describe:[] Yes [x] No
 - (ix) Spinal anesthesia (other than saddle blocks or caudals)?[] Yes [x] No
 - (x) Laser treatment? Describe:[] Yes [x] No
 - (xi) Experimental procedures or research testing? Describe in detail on separate sheet.[] Yes [x] No
 - (xii) Hypnosis? Describe:[] Yes [x] No
- b. Do you perform:
- (i) Norplant Insertion/removals advise # yearly[] Yes [x] No
 - (ii) Surgery other than incision of superficial boils or suturing superficial fascia?[] Yes [x] No
 - (iii) Circumcisions and/or dilation and curettage and/or insertion of temporary pacemaker?[] Yes [x] No
 - (iv) Tonsillectomies and/or adenoidectomies and/or caesarean sections?[] Yes [x] No
 - (v) Cosmetic plastic surgery? Describe:[] Yes [x] No
 - (vi) Excision of large cysts and/or I&D of deep-seated boils or carbuncles?.....[] Yes [x] No
 - (vii) Hysterectomies?.....[] Yes [x] No
 - (viii) Open reduction of fractures? Describe:[] Yes [x] No
 - (ix) Surgery for weight reduction of patients?[] Yes [x] No
 - (x) Abortions and/or menstrual extractions? Describe (include trimester, method and number of abortions performed per month):[] Yes [x] No
 - (xi) Cryosurgery (other than use on benign or pre-malignant dermatological lesions)? Describe:[] Yes [x] No
 - (xii) Silicone implants? Describe:[] Yes [x] No

- (xiii) Sterilization procedures? Describe: _____ [] Yes [x] No
- (xiv) Biopsies and/or endoscopies? List types performed: _____ [] Yes [x] No
- (xv) Sex change operations? Describe and advise number yearly: _____ [] Yes [x] No
- (xvi) Experimental surgery or surgical research? Describe in detail on separate sheet. _____ [] Yes [x] No
- (xvii) Other surgery? Describe: _____ [] Yes [x] No

- c. (i) Do you perform or engage in any surgical procedure(s) in your professional office or similar non-hospital facility? _____ [] Yes [x] No
If yes, answer (ii) and (iii) below.

(ii) List ALL surgical procedures performed (including minor surgery): NA

- (iii) Do you administer anesthesia (other than topical or local infiltration)? _____ [] Yes [x] No
If yes, please attach detailed explanation.

- d. Do you perform hospital emergency room care for patients not your own? NA _____ [] Yes [] No
If yes, please attach explanation and also advise the number "patient contact" hours MONTHLY by you:

(i) Emergency Room Physicians _____ hrs. (iii) Nurses _____ hr

(ii) Paramedics _____ hrs. (iv) Other _____ hr

- e. Do you use drugs for weight reduction or patients? NA _____ [] Yes [x] No
If yes, attach list of drugs used and percentage of practice devoted to weight reduction; frequency and duration of prescriptions or weight reduction drugs; and quantity dispensed.

- f. Do you administer any methadone treatment? NA _____ [] Yes [x] No
If yes, please attach description of treatment and controls used and indicate number of treatments during: Last 12 months _____; Next 12 months _____.

- g. Number of annual x-ray exposures: for diagnosis 2500; for treatment of Tuberculosis

- h. If x-ray treatment is given, what qualifications are required of the staff? NA

- i. Do you participate in any activity, e.g., newspaper columns, broadcasts, etc., in which professional advice is offered to the public? If Yes, please attach detailed explanation of this activity. _____ [] Yes [x] No

- j. Attach detailed description of any additional activities and/or procedures which you performed. NA

4. STAFF

- a. Please indicate the number of professional employees, volunteers and independent contractors. IF NONE, STATE NONE.

	Employees and Volunteers	Independent Contractors		Employees and Volunteers	Independent Contractors
(i) Physicians: No surgery (other than incision of boils, suturing of skin) or obstetrical procedures	<u>0</u>	<u>1</u>	(xi) Anesthesiologists, Thoracic Surgeons, Vascular Surgeons, Neurosurgeons, and Orthopedic Surgeons	<u>0</u>	<u>0</u>
(ii) Physicians: Minor surgery or obstetrical procedures not constituting major surgery	<u>0</u>	<u>0</u>	(xii) Physicians & Surgeons' Assistants, Nurse Practitioners (describe duties on separate sheet	<u>0</u>	<u>0</u>
(iii) Proctologists, Ophthalmologists and Urologists	<u>0</u>	<u>0</u>	(xiii) Unlicensed Interns	<u>0</u>	<u>0</u>
(iv) General Surgeons, Cardia Surgeons, and Otolaryngologists (no plastic surgery)	<u>0</u>	<u>0</u>	(xiv) Dentists (no oral surgery)	<u>0</u>	<u>0</u>
(v) Obstetrics-Gynecologists, Plastic Surgeons, and	<u>0</u>	<u>0</u>	(xv) Orthodontists	<u>0</u>	<u>0</u>

Otolaryngologists doing
plastic surgery

	Employees and Volunteers	Independent Contractors		Employees and Volunteers	Independent Contractors
(vi) Oral Surgeons	0	0	(xvi) Podiatrists	0	0
(vii) Nurse Anesthetists	0	0	(xvii) Chiropractors	0	0
(viii) Optometrists, Opticians	0	0	(xviii) RN, LPNs	35	0
(ix) Pharmacists	0	0	(xix) Other <u>Nurse</u>	2	2
(x) Perfusionists			(xx) <u>Practitioners</u>		

NOTE: If you require any of the above to be Named Insureds, please submit separate application for each such individual.

b. Are all of the above individuals licensed in accordance with applicable state and federal regulation? ☒ Yes ☐ No
If no, please attach explanation.

c. PLEASE ATTACH DETAILED EXPLANATION FOR ANY "YES" ANSWERS:

- (i) Ever been the subject of disciplinary or investigatory proceedings or reprimand by a governmental or an administrative agency, hospital or professional association? ☐ Yes ☒ No
- (ii) Ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses? ☐ Yes ☒ No
- (iii) Ever been treated for alcoholism or drug addiction? ☐ Yes ☒ No
- (iv) Ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refused or accepted only on special terms or ever voluntarily surrendered same? ☐ Yes ☒ No
- (v) Ever had any insurance company or Lloyd's cancel, decline, refuse to renew or accept only on special terms their malpractice insurance? ☐ Yes ☒ No

d. Do you supervise any individual other than your own employees? ☐ Yes ☒ No
If yes, please provide explanation of responsibilities and relationship to the entity which employs these individuals. _____

Also, indicate by profession the number of individuals supervised.

Number	Type of Profession	Number	Type of Profession
<u>1</u>	Physicians	_____	_____
<u>2</u>	X-ray Technicians	_____	_____
<u>0</u>	Laboratory Technician	_____	_____

5. REVENUES

a. Please state sources and amounts of total revenue:

Source	This Fiscal Year	Next Fiscal Year
(i) Charitable Contributions	\$ <u>-0-</u>	\$ <u>- 0-</u>
(ii) Government Funding	\$ <u>2,653,321.00</u>	\$ <u>2,378,488.00</u>
(iii) Fee for Service	\$ <u>270,498.00</u>	\$ <u>270,498.00</u>
(iv) Other _____	\$ <u>5,690,373.00</u>	\$ <u>6,387,517.00</u>
TOTAL GROSS REVENUE	\$ <u>8,614,192.00</u>	\$ <u>9,036,503.00</u>

b. Please provide number of outpatient visits:

Type of Visit	Last 12 Months	Next 12 Months
Clinics	<u>57267</u>	<u>57267</u>
Laboratory	<u>28,533</u>	<u>28,533</u>
Emergency Room	<u>0</u>	<u>0</u>
_____	_____	_____
TOTAL NO. OF VISITS	_____	_____

c. If you have a training school, please complete the following. Attach separate schedule if needed. NA

Specify Profession for Which Students Are Being Trained	Max. No. of Students Per Session	No. of Sessions Per Year	% of Time Involved in Clinical Setting	Number of Faculty	Qualifications of Faculty (i.e., MD, RN, PhD., etc.)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

6. AFFILIATIONS

- a. Are you associated with any agency or organization that engages in any kind of advertising for or solicitation of patients?[] Yes [x] No
If yes, please attach detailed explanation and a copy of ALL of the advertisements.
- b. Are you employed by any individual or entity other than that shown in Question 1(a)?[] Yes [x] No
If yes, please attach explanation.
- c. Are you under contract to any individual or entity other than that shown in Question 1(a)?[] Yes [x] No
If this contract contains a hold-harmless agreement, copy of contract must be attached.
- d. Are you in the employ of or under contract to any federal governmental entity?[] Yes [x] No

7. HISTORY/CLAIMS

- a. Has any claim or suit been brought against you and/or any of your employees?[] Yes [x] No
If yes, a supplemental claim information form must be completed for each claim or suit.
- b. Are you aware of any circumstances which may result in a malpractice claim or suit being made or brought against you or any of your employees?[] Yes [x] No
If yes, please give details on separate sheet.
- c. Please list general liability insurance carried for each of the past three years. IF NONE, STATE NONE.

Insurance Carrier	Policy Number	Limits of Liability	Deductible (if any)	Premium	Inception Mo./Day/Yr.	Expiration Mo./Day/Yr.	Was this a Claims Made Policy Form?		Retro Date
							Yes	No	
_____	_____	_____	_____	_____	_____	_____	[]	[]	_____
_____	_____	_____	_____	_____	_____	_____	[]	[]	_____
_____	_____	_____	_____	_____	_____	_____	[]	[]	_____

* NOTICE TO APPLICANT: The coverage applied for is SOLELY AS STATED IN THE POLICY, which provides coverage on a "CLAIMS MADE" basis for ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD unless the extended reporting period option is exercised in accordance with the terms of the policy.

WARRANTY: I/We warrant to the Insurer, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy of insurance and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy. I/We authorize the release of claim information from any prior insurer to Shand Morahan & Company, Inc., Underwriting Manager for the Company.

Name of Applicant _____

Title (Officer, partner, etc.) _____

Signature of Applicant _____

Date _____

SIGNING this application does not bind the Applicant or the Insurer or the Underwriting Manager to complete the insurance, but one copy of this application will be attached to the policy, if issued.

Adult Detention Facility

APPLICATION FOR CLINICS (MEDICAL, PUBLIC HEALTH, DENTAL, ETC.) PROFESSIONAL LIABILITY INSURANCE

(Claims Made Basis)

APPLICANT'S INSTRUCTIONS:

1. Answer all questions. If the answer requires detail, please attach a separate sheet.
 2. Application must be signed and dated by owner, partner or officer.
 3. Please do not complete application earlier than 45 days before proposed effective date of coverage.
 4. PLEASE READ CAREFULLY THE STATEMENTS AT THE END OF THIS APPLICATION.
- (PLEASE TYPE OR PRINT IN INK)

1. APPLICANT INFORMATION

- a. Full name of Applicant: Hidalgo County Adult Detention Facility
- b. Principal business premise address: 711 El Cibolo Road (Mailing: PO Box 1359)
(Street) (County)
Edinburg TX 78539
(City) (State) (Zip)
- c. ☐ Professional Corporation (for profit) ☐ Partnership
☐ Professional Corporation (non-profit) ☐ Professional Association
☒ Other (describe) Non-Profit
- d. Date established: March 2003
- e. Number of Employees: Full time 19 Part time _____ Seasonal _____ Total 19
- f. Business, corporate or partnership name: Hidalgo County Adult Detention Facility
- g. Name of all partners or members of the firm who provide professional services: See Attached
- h. Professional societies or associations in which you are a member: None
- i. Please attach a copy of letterhead or other business stationery.

2. OPERATIONS

- a. States/Clinics are registered and licensed to practice: Texas
- If none, please explain.
- b. Clinics professional specialty: Medical Assessment, Triage, Referrals, Internal Medicine, Psychiatry & Tuberculosis
- c. Do you maintain any beds for overnight occupancy? [☒] Yes [] No. If yes, also complete application form SM 5864 or SM 686.
- d. Total sq. ft. that you occupy (all locations): 12,000
- e. Division of patients or clients:
- | | | | | | | | | |
|------------------------|----|---|---------------------|----|---|--------------------------------|----|------|
| (i) Hemodialysis | 3 | % | (vii) Psychiatric | 50 | % | (xiii) Bariatrics | 2 | % |
| (ii) Holistic Medicine | 0 | % | (viii) Drug Addicts | 5 | % | (xiv) Physical Rehabilitation | 10 | % |
| (iii) Surgical | 0 | % | (ix) Alcoholics | 5 | % | (xv) Disability Evaluation | 0 | % |
| (iv) Stress Testing | 0 | % | (x) Obstetrical | 3 | % | (xvi) Research or Experimental | 0 | % |
| (v) Communicable | 10 | % | (xi) Dental | 2 | % | (xvii) Other | | % |
| (vi) Family Planning | 10 | % | (xii) Pediatric | 0 | % | | | 100% |

- f. Does Clinic use a collection agency?[☐ Yes ☒ No
If yes, name of agency: _____
Does the agency have authority to file a collection suit on Clinics behalf?.....[☐ Yes ☒ No
- g. Do owners, partners or directors, (wholly or in part), operate, or administer any hospital, nursing home or other institution where medical services are customarily rendered?.....[☐ Yes ☒ No
If yes, give details including name, location, size and number of beds. _____
- h. Do you own or operate any business other than that shown in question 1a?[☐ Yes ☒ No
If yes, please attach detailed explanations of this activity.
- i. Do you advertise your professional services in any manner (other than a simple listing in a telephone directory)?[☐ Yes ☒ No
If yes, please attach a copy of ALL of the advertisements.
- j. Names and locations of any hospitals or institutions Clinic use is in practice: _____
See Attached
- k. Is the Applicant a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule?[☒ Yes [☐ No
If yes,
(i) Has the Applicant implemented procedures to comply with the HIPAA Privacy Rule?^x [☐ Yes [☐ No
(ii) Provide the name and title of the Applicant's Privacy Officer, Sylvia Sinder, RN
Our Business Associate Agreement is available at www.shand.com or by fax by calling (847) 572-6268 (Form No. ZZ50002). This is the only Business Associate Agreement we will recognize.

3. PROFESSIONAL SERVICES

- a. Do you perform:
- (i) Acupuncture or acupuncture anesthesia? Explain:[☐ Yes ☒ No
 - (ii) Angiography/arteriography/venography? Describe:[☐ Yes ☒ No
 - (iii) Catheterization (other than urinary or umbilical)? Describe:[☐ Yes ☒ No
 - (iv) Closed reduction of compound fractures and/or normal deliveries and/or dermabrasion?.....[☐ Yes ☒ No
 - (v) Injection of radioisotopes and/or use of irradiated substances? Describe:[☐ Yes ☒ No
 - (vi) Radiation therapy and/or chemotherapy? Describe:[☐ Yes ☒ No
 - (vii) Psychiatric shock therapy?.....[☐ Yes ☒ No
 - (viii) Silicone injections? Describe:[☐ Yes ☒ No
 - (ix) Spinal anesthesia (other than saddle blocks or caudals)?[☐ Yes ☒ No
 - (x) Laser treatment? Describe:[☐ Yes ☒ No
 - (xi) Experimental procedures or research testing? Describe in detail on separate sheet.[☐ Yes ☒ No
 - (xii) Hypnosis? Describe:[☐ Yes ☒ No
- b. Do you perform:
- (i) Norplant insertion/removals advise # yearly.....[☐ Yes ☒ No
 - (ii) Surgery other than incision of superficial boils or suturing superficial fascia?[☐ Yes ☒ No
 - (iii) Circumcisions and/or dilation and curettage and/or insertion of temporary pacemaker?[☐ Yes ☒ No
 - (iv) Tonsillectomies and/or adenoidectomies and/or caesarean sections?[☐ Yes ☒ No
 - (v) Cosmetic plastic surgery? Describe:[☐ Yes ☒ No
 - (vi) Excision of large cysts and/or I&D of deep-seated boils or carbuncles?.....[☐ Yes ☒ No
 - (vii) Hysterectomies?.....[☐ Yes ☒ No
 - (viii) Open reduction of fractures? Describe:[☐ Yes ☒ No
 - (ix) Surgery for weight reduction of patients?[☐ Yes ☒ No
 - (x) Abortions and/or menstrual extractions? Describe (include trimester, method and number of abortions performed per month):[☐ Yes ☒ No
 - (xi) Cryosurgery (other than use on benign or pre-malignant dermatological lesions)? Describe:[☐ Yes ☒ No
 - (xii) Silicone implants? Describe:[☐ Yes ☒ No

- (xiii) Sterilization procedures? Describe: _____[☐ Yes ☒ No
 (xiv) Biopsies and/or endoscopies? List types performed: _____[☐ Yes ☒ No
 (xv) Sex change operations? Describe and advise number yearly: _____[☐ Yes ☒ No
 (xvi) Experimental surgery or surgical research? Describe in detail on separate sheet.[☐ Yes ☒ No
 (xvii) Other surgery? Describe: _____[☐ Yes ☒ No
- c. (i) Do you perform or engage in any surgical procedure(s) in your professional office or similar non-hospital facility?[☐ Yes ☒ No
 If yes, answer (ii) and (iii) below.
- (ii) List ALL surgical procedures performed (including minor surgery): _____

- (iii) Do you administer anesthesia (other than topical or local infiltration)?[☐ Yes ☒ No
 If yes, please attach detailed explanation.
- d. Do you perform hospital emergency room care for patients not your own?[☐ Yes ☒ No
 If yes, please attach explanation and also advise the number "patient contact" hours MONTHLY by you:
- (i) Emergency Room Physicians _____ hrs. (iii) Nurses _____ hrs.
 (ii) Paramedics _____ hrs. (iv) Other _____ hrs.
- e. Do you use drugs for weight reduction or patients?[☐ Yes ☒ No
 If yes, attach list of drugs used and percentage of practice devoted to weight reduction; frequency and duration of prescriptions or weight reduction drugs; and quantity dispensed.
- f. Do you administer any methadone treatment? in cases or pregnancies ordered by doctor[☒ Yes [☐ No
 If yes, please attach description of treatment and controls used and indicate number of treatments during: Last 12 months 2; Next 12 months _____.
- g. Number of annual x-ray exposures: for diagnosis NA; for treatment _____.
- h. If x-ray treatment is given, what qualifications are required of the staff? NA
 X-Rays administered by Hidalgo Health Dept.
- i. Do you participate in any activity, e.g., newspaper columns, broadcasts, etc., in which professional advice is offered to the public? If Yes, please attach detailed explanation of this activity.....[☐ Yes ☒ No
- j. Attach detailed description of any additional activities and/or procedures which you performed.

4. STAFF

- a. Please indicate the number of professional employees, volunteers and independent contractors. IF NONE, STATE NONE.

	Employees and Volunteers	Independent Contractors		Employees and Volunteers	Independent Contractors
(i) Physicians: No surgery (other than incision of boils, suturing of skin) or obstetrical procedures	0	2	(xi) Anesthesiologists, Thoracic Surgeons, Vascular Surgeons, Neurosurgeons, and Orthopedic Surgeons	0	0
(ii) Physicians: Minor surgery or obstetrical procedures not constituting major surgery	0	0	(xii) Physicians & Surgeons' Assistants, Nurse Practitioners (describe duties on separate sheet	0	2
(iii) Proctologists, Ophthalmologists and Urologists	0	0	(xiii) Unlicensed Interns	0	0
(iv) General Surgeons, Cardia Surgeons, and Otolaryngologists (no plastic surgery)	0	0	(xiv) Dentists (no oral surgery)	0	0
(v) Obstetrics-Gynecologists, Plastic Surgeons, and	0	0	(xv) Orthodontists	0	0

Otolaryngologists doing
plastic surgery

	Employees and <u>Volunteers</u>	Independent <u>Contractors</u>		Employees and <u>Volunteers</u>	Independent <u>Contractors</u>
(vi) Oral Surgeons	0	0	(xvi) Podiatrists	0	0
(vii) Nurse Anesthetists	0	0	(xvii) Chiropractors	12	0
(viii) Optometrists, Opticians	0	0	(xviii) RN, LPNs	7	0
(ix) Pharmacists	0	0	(xix) Other Medical Asst		
(x) Perfusionists			(xx)		

NOTE: If you require any of the above to be Named Insureds, please submit separate application for each such individual.

b. Are all of the above individuals licensed in accordance with applicable state and federal regulation? ..☒ Yes ☐ No
If no, please attach explanation.

c. PLEASE ATTACH DETAILED EXPLANATION FOR ANY "YES" ANSWERS:

- (i) Ever been the subject of disciplinary or investigatory proceedings or reprimand by a governmental or an administrative agency, hospital or professional association?.....☐ Yes ☒ No
- (ii) Ever been convicted for an act committed in violation of any law or ordinance other than traffic offenses?.....☐ Yes ☒ No
- (iii) Ever been treated for alcoholism or drug addiction?.....☐ Yes ☒ No
- (iv) Ever had any state professional license or license to prescribe or dispense narcotics refused, suspended, revoked, renewal refused or accepted only on special terms or ever voluntarily surrendered same?.....☐ Yes ☒ No
- (v) Ever had any insurance company or Lloyd's cancel, decline, refuse to renew or accept only on special terms their malpractice insurance?.....☐ Yes ☒ No

d. Do you supervise any individual other than your own employees?☐ Yes ☒ No
If yes, please provide explanation of responsibilities and relationship to the entity which employs these individuals. _____

Also, indicate by profession the number of individuals supervised.

<u>Number</u>	<u>Type of Profession</u>	<u>Number</u>	<u>Type of Profession</u>
_____	Physicians	_____	_____
_____	X-ray Technicians	_____	_____
_____	Laboratory Technician	_____	_____

5. REVENUES

a. Please state sources and amounts of total revenue:

<u>Source</u>	<u>This Fiscal Year</u>	<u>Next Fiscal Year</u>
(i) Charitable Contributions	\$ 0	\$ 0-
(ii) Government Funding	\$ 1,271,019	\$
(iii) Fee for Service	\$ 0	\$ 0
(iv) Other	\$ 0	\$ 0
TOTAL GROSS REVENUE	\$ 1,271,019	\$ 2,033,777

b. Please provide number of outpatient visits:

<u>Type of Visit</u>	<u>Last 12 Months</u>	<u>Next 12 Months</u>
Clinics	68,933	_____
Laboratory	1,115	_____
Emergency Room	210	_____
Inmate Screening	18,078	_____
TOTAL NO. OF VISITS	88,336	5% increase depending on jail population for 2010

- c. If you have a training school, please complete the following. Attach separate schedule if needed.

Specify Profession for Which Students Are Being Trained	Max. No. of Students Per Session	No. of Sessions Per Year	% of Time Involved in Clinical Setting	Number of Faculty	Qualifications of Faculty (i.e., MD, RN, PhD., etc.)

6. AFFILIATIONS

- a. Are you associated with any agency or organization that engages in any kind of advertising for or solicitation of patients?.....[] Yes [x] No
If yes, please attach detailed explanation and a copy of ALL of the advertisements.
- b. Are you employed by any individual or entity other than that shown in Question 1(a)?.....[] Yes [x] No
If yes, please attach explanation.
- c. Are you under contract to any individual or entity other than that shown in Question 1(a)?.....[] Yes [x] No
If this contract contains a hold-harmless agreement, copy of contract must be attached.
- d. Are you in the employ of or under contract to any federal governmental entity?.....[] Yes [x] No

7. HISTORY/CLAIMS

- a. Has any claim or suit been brought against you and/or any of your employees? no known claims.....[] Yes [x] No
If yes, a supplemental claim information form must be completed for each claim or suit.
- b. Are you aware of any circumstances which may result in a malpractice claim or suit being made or brought against you or any of your employees?.....no known claims.....[] Yes [x] No
If yes, please give details on separate sheet.
- c. Please list general liability insurance carried for each of the past three years. IF NONE, STATE NONE.

Insurance Carrier	Policy Number	Limits of Liability	Deductible (if any)	Premium	Inception Mo./Day/Yr.	Expiration Mo./Day/Yr.	Was this a Claims Made Policy Form?		Retro Date
							Yes	No	
							[]	[]	
							[]	[]	
							[]	[]	

* NOTICE TO APPLICANT: The coverage applied for is SOLELY AS STATED IN THE POLICY, which provides coverage on a "CLAIMS MADE" basis for ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD unless the extended reporting period option is exercised in accordance with the terms of the policy.

WARRANTY: I/We warrant to the Insurer, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy of insurance and deemed incorporated therein, should the Insurer evidence its acceptance of this application by issuance of a policy. I/We authorize the release of claim information from any prior insurer to Shand Morahan & Company, Inc., Underwriting Manager for the Company.

Valde Guerra
Name of Applicant

Executive Officer for Commissioner's Court
Title (Officer, partner, etc.)

Signature of Applicant

Date

SIGNING this application does not bind the Applicant or the Insurer or the Underwriting Manager to complete the insurance, but one copy of this application will be attached to the policy, if issued.

Kidnap & Extortion



ace usa

RENEWAL Application for Kidnap & Extortion Insurance

Please read carefully, fully answer all questions below and submit all requested information. This Application, including all materials submitted herewith, shall be held in confidence.

1. a. The Company to be listed as Named Insured in Item 1 of the Declarations (the "Company"):
Hidalgo Company, Texas
Street Address: P.O. Box 1356
City: Edinburg, Texas State: Texas Zip Code: 78540
- b. Officer designated to receive correspondence and notices from the Insurer:
Valde Guerra Executive Officer
(Name of Officer) (Title)
- c. Website Address: www.co.hidalgo.tx.us/

2. Has there been any change in the nature of your business since last renewal? ☐ Yes ☒ No
If "YES", please describe below.

3. Total Worldwide Revenues (attach latest annual report if applicable): \$ N/A
Please note, revenues must be in excess of limits of liability requested.

4. a. Total Worldwide Employees: N/A Check if US/Canada only: ☐
In US/Canada: _____ # outside US/Canada: _____
- b. Have there been any changes since last renewal with regard to foreign locations? ☐ Yes ☒ No
If "YES", please describe below.

Country	City	Number of Employees	Number of Directors & Officers

- c. Have there been any changes since last renewal with regard to foreign travel or planned travel?
If "YES", please describe below.

☐ Yes

☒ No

Country	City	Number of Employees	Frequency of trips	Avg. Duration

5. Has there been any change in prevention or security measures taken for employees located or traveling outside the US/Canada since last renewal?
If "YES", please describe below.

☐ Yes

☒ No

TO BE COMPLETED BY ALL APPLICANTS

None of the Insureds is responsible for or has knowledge of any incident or fact, circumstance or situation which (s)he has reason to suppose might give rise to a claim or loss under this Policy, except as follows:

If "NONE", please check this box ☒

It is agreed by all concerned that if any of the Insureds is responsible for or has knowledge of any fact, circumstance, or situation which (s)he has reason to suppose might give rise to a claim or loss under this Policy, whether or not described above, any such claim or loss subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

This Renewal Application shall be maintained on file by the Insurer, shall be deemed attached as if physically attached to the proposed Policy and shall be considered as incorporated into and constituting a part of the proposed Policy.

The persons signing this Renewal Application declare that to the best of their knowledge the statements set forth herein and the information in the materials submitted herewith are true and correct and that reasonable efforts have been made to obtain sufficient information from all Insureds to facilitate the proper and accurate completion of this Application for the proposed Policy. Signing of this Renewal Application does not bind the undersigned to purchase the insurance, but it is agreed that this Renewal Application shall be the basis of the contract should a Renewal Policy be issued. The undersigned agrees that if after the date of this Renewal Application and prior to the effective date of any Renewal Policy based on this Renewal Application, any occurrence, event or other circumstance should render any of the information contained in this Renewal Application inaccurate or incomplete, then the undersigned shall notify the Insurer of such occurrence, event or circumstance and shall provide the Insurer with information that would complete, update or correct such information. Any outstanding quotations may be modified or withdrawn at the sole discretion of the Insurer.

The information requested in this Renewal Application is for underwriting purposes only and does not constitute notice to the Insurer under any Policy of a claim or potential claim. All such notices must be submitted to the Insurer pursuant to the terms of the Policy, if and when issued.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NOTICE TO ALL OTHER APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF

MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE INSURER THAT ALL STATEMENTS MADE IN THIS APPLICATION ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE INSURER'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

This portion of the application must be signed by an officer of the company.

Signed:

Title:

Corporation:

Date:

Vaughn
Executive Director
Albany County, New York

A POLICY CANNOT BE ISSUED UNLESS THE APPLICATION IS PROPERLY SIGNED AND DATED.

Please submit this Application, when completed, signed and dated to:

ACE USA Specialty Risk
K & E Division
1133 Avenue of the Americas
38th Floor
New York, NY 10036

Pollution Liability

COMBINED UST/AST

The information collected in this worksheet will be utilized to complete an on-line application on your behalf.

Instructions:

- Please type or print clearly.
- Answer ALL questions completely, leaving no blanks.
- Check Yes or No answers.
- Complete Facility/Storage Tank Inventory Supplemental Worksheets (1 AST/ 1 UST for each Facility where applicable)
- This form must be completed, dated and signed by a principal of your Company.

Insured's Name: Hidalgo County

Address: PO Box 1356

City: Edinburg Risk Location: 701 E. El Cibolo, Edinburg, TX, 7854
711 E. El Cibolo

State: TX

Country: United States

ZIP: 78540

Telephone #: 956-318-2644

Email Address: roy.quintanilha@co.hidalgo.tx.us

Is the Insured purchasing this coverage to satisfy financial responsibility requirements? ☒ YES ☐ NO

Any Additional Insureds to be listed on the Policy?
(If yes, please identify the Additional Insured's here.): ☐ YES ☒ NO

Are any of the Insureds facilities located in the State of Florida? ☐ YES ☒ NO

Effective Date of Coverage 01/01/2010 (Expiration Date will be 1 year from effective date)

Retroactive Date _____ (max 10 year prior to desired effective date)

Policy Limits (per Incident/aggregate all Incidents):

UST Limits: Per Incident	☐ \$1,000,000	☒ \$2,000,000
Aggregate	☐ \$1,000,000	☒ \$2,000,000
AST Limits: Per Incident	☐ \$1,000,000	☒ \$2,000,000
Aggregate	☐ \$1,000,000	☒ \$2,000,000

Per Incident Deductible:

☐ \$2,500

☒ \$5,000

☐ \$10,000

☐ \$25,000

Total Number of Facilities with Storage Tanks to be covered under this Policy 2

Total Number of USTs to be covered under this Policy 2

Total Number of ASTs to be covered under this Policy 4

1. Does any insured to be covered under this proposed insurance currently have any plans to remove or close any scheduled storage tanks at any of the facilities for which coverage will be sought under this policy? ☐ YES ☒ NO
2. Are all of your storage tanks compliant with all applicable Federal, State, and local regulations? ☒ YES ☐ NO
3. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) been brought against any insured to be covered under this proposed insurance with respect to storage tanks or any other pollution conditions at any of the facilities where the storage tanks the insured(s) is (are) seeking coverage for are located? ☐ YES ☒ NO
4. Does the applicant have knowledge of pollution conditions actionable under current State or Federal regulations at any of the facilities where the tanks for which you are seeking coverage are located? ☐ YES ☒ NO
5. Within the past five (5) years, is any insured to be covered under this proposed insurance aware of any failed tank/piping integrity tests or any other negative monitoring system data for any of the storage tanks the insured(s) is (are) seeking coverage for? ☐ YES ☒ NO
6. At the time of signing this application, is any insured aware of any circumstances that may reasonably be expected to give rise to a claim against any insured? ☐ YES ☒ NO

By signing below, the undersigned warrants and represents to the insurer that the information contained in this application worksheet as well as the Facility/Storage Tank Inventory Supplemental Worksheet(s) attached hereto are true and correct, and that the undersigned has exercised its best efforts in verifying the accuracy of the information. The undersigned hereby acknowledges that the information contained herein is material to the decision of the insurance company to issue a policy, and that the issuance of a policy by the insurer is in reliance upon the sufficiency and accuracy of this information.

Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act. Such an act is a crime and subjects such person to criminal and civil penalties.

Signature of Authorized Applicant
X
Print Name
Valde Guerra
Title
Executive Officer for Commissioner's Court
Date

ACE TanksafeSM

quote no. _____

Facility No. 2 of 2

Facility Name: Hidalgo County

No. of ASTs at this facility: 4

Storage Tank Liability Coverage Facility/Storage Tank Inventory AST Supplemental Worksheet

Block Letter ID# 701 E. El Cibolo

Address: 701 E. El Cibolo

City: Edinburg

State: Texas

USA

ZIP: 78539

Facility ID #: 0077407

Tank #1 & #2

(leave blank if not applicable)

Type of Facility? ☐ Gas station ☐ Convenience store ☐ Marina ☐ Airport ☐ Industrial ☐ Fuel Storage/Transfer ☒ ALL OTHER FACILITY TYPES

Do you have an SPCC for this Facility? ☐ Yes ☒ No

Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☒ Yes ☐ No

Tank No.	Installation Date	AST Capacity (gallons)	AST Secondary Containment	Piping Secondary Containment	Automatic Overfill/Spill Protection and/or Electronic Leak Detection?	Tank Contents
1	Jan. 2002	1,400	☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
2	Jan. 2002	2,400	☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
3	2002	1,000	☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
4	2003	100	☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded ☒ Diesel ☐ Waste Oil ☐ Other
			☐ Permeable ☒ Impermeable ☐ None	☒ Yes ☐ No	☒ Yes ☐ No	☐ Unleaded

ACE TanksafeSM

Facility No. 1 of 2

Storage Tank Liability Coverage Facility/Storage Tank Inventory

Facility Name: Hidalgo County
Risk Location: _____

No. of USTs at this facility: 2 UST Supplemental Worksheet

Address: 711 E. El Cibolo

City: Edinburg

State: Texas USA

ZIP: 78539

Facility EPA ID #: 0077540

Which form of Tank Maintenance/Record Keeping is utilized at this facility?
☒ Statistically Inventory Reconciliation with Annual Tank Tightness Testing (SIR)
☐ Automatic Tank Gauging/Electronic Monitoring (ATG)

Do you have a Written Tank Management Plan for this Facility? ☐ Yes ☒ No

Loss History Information for this Facility:

☒ No pollution related clean-ups or 3rd party claims at this facility in past 10 years
☐ Pollution at facility in past 10 years, resolved with regulatory closure

Do you utilize a 3rd party Engineering firm to provide Compliance Management Services for this Facility? ☐ Yes ☐ No

Tank No.	Installation Date	Tank Construction	Tank Size (gallons)	Tank Contents
1	12-20-2002	☒ Double Walled ☒ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel	20,000	☒ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
2	12-20-2002	☒ Double Walled ☒ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel	4,000	☒ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other
		☐ Double Walled ☐ Fiberglass/Steel Clad ☐ Steel w/ Cathodic Protection ☐ Bare Steel		☐ Unleaded ☐ Diesel ☐ Waste Oil ☐ Fuel Oil ☐ Jet/Aviation ☐ Other

(use additional rows/pages as need)

AI-19332

9.A.

Lyceum Dues

CC CONSENT

Date: 01/12/2010
Submitted By: Mari Gutierrez, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Membership Dues

Information

CAPTION

County Judge:
Approval of 2010 Texas Lyceum Membership Dues

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1100-413-00-110-006-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
req#167951 has \$500.00 available for the Texas Lyceum Assoc.

Attachments

Link: [2010 Lyceum Dues](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/08/2010 01:34 PM	APRV
2	Roland Garcia	Rolando Garcia	01/08/2010 01:48 PM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Mari Gutierrez
Started On: 01/08/2010 01:06 PM
Final Approval Date: 01/08/2010



The Texas Lyceum
7131 Lavendale Avenue
Dallas, Texas 75230
Phone: 214-891-0001
Fax: 214-373-0172

Invoice

DATE	INVOICE NO.
1/5/2010	78874

BILL TO
Sofia Hernandez Hidalgo County 100 E. Cano Administration Building, 2nd Floor Edinburg, Texas 78539

ORDERED BY

P.O. NO.	DUE DATE
	3/1/2010

DESCRIPTION	QTY	RATE	AMOUNT
Texas Lyceum 2010 Director Dues		500.00	500.00
If you wish to take advantage of the Pre-paid Meeting Package (\$500), please let Kathryne know by January 15!			
Goods/services Received by: _____ on _____			
Invoice Received by: <u>Kathryne</u> on _____			
Purchase Order #: _____			
Acct# <u>0</u> -1100-413-00-110-006-0_____			
Total			\$500.00

AI-19237

9.B.

2010 Membership Dues

CC CONSENT

Date: 01/12/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Requesting approval to renew 2010 membership dues to the International Right of Way Association in the amount of \$2,310.00 (Requisition #167268).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10
FUNDS AVAILABLE Y/N?: y

ACCT. #: 0-1200-431-00-260-001-0-810

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 01/07/10.

Attachments

Link: [Affidavits](#)

Link: [Membership Dues Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:10 AM	APRV
2	Olga Garza	Olga Garza	01/07/2010 02:56 PM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 04:55 PM	APRV
4	Purchasing Department		01/08/2010 05:41 PM	NEW

Form Started By: Sandra Garcia
Started On: 01/05/2010 11:09 AM
Final Approval Date: 01/08/2010

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jose N. Pena do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

Signature: _____

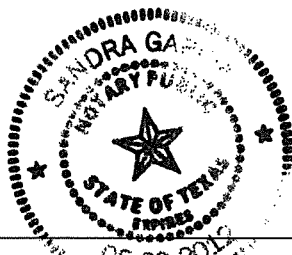
Title: _____

Director

Date: _____

1/5/10

Before me Sandra Garcia, a Notary Public, appeared Jose N. Pena and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Sandra Garcia do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

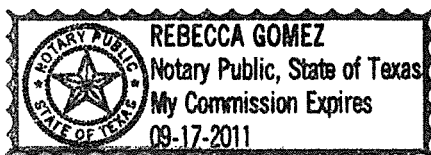
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

Signature: _____

Date: 1/5/10

Title: Adm. Asst.

Before me Rebecca Gomez, a Notary Public, appeared Sandra Garcia and on his her oath depomed and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Rebecca Gomez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Carlos Moreno Jr. do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

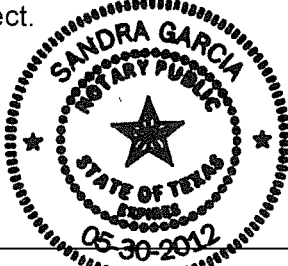
Signature: _____

Date: 1/5/10

Title: _____

Highway Agent

Before me Sandra Garcia, a Notary Public, appeared Carlos Moreno and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Sandra Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Rebecca Gómez do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

Signature: _____

Title: _____

Rebecca Gómez
Secretary

Date: 1/5/2010

Before me Sandra Garcia, a Notary Public, appeared Rebecca Gomez and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Sandra Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Eduardo Z. Gonzalez do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

Signature:

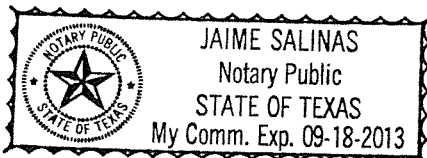
E. Z. Gonzalez
ROW Agent - Hidalgo County

Date:

01/06/09

Title:

Before me Jaime Salinas, a Notary Public, appeared Eduardo Z. Gonzalez and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, ROY GONZALES do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

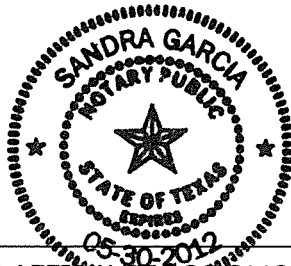
Signature: _____

Title: _____

Roy Gonzales
Right of Way Department

Date: 1-5-10

Before me Sandra Garcia, a Notary Public, appeared Roy Gonzales and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Sandra Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GUADALUPE RODRIGUEZ do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

Signature: _____

Row Agent

Date: _____

11/5/2010

Title: _____

ROW AGENT

Before me Sandra Garcia, a Notary Public, appeared Guadalupe Rodriguez and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Sandra Garcia

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Daniel A. Guzman do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

Signature:

Daniel A. Guzman

Date:

1/5/2010

Title:

Right of Way Agent

Before me Sandra Garcia, a Notary Public, appeared Daniel A. Guzman and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Sandra Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jaine Salinas do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to apolitical campaign or endorses a candidate or group of candidates for public office.

Signature: _____

Title: _____

Date: 01/05/2010

Before me Sandra Garcia, a Notary Public, appeared Jaine Salinas and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jose B. Rodriguez do hereby state that my membership in the on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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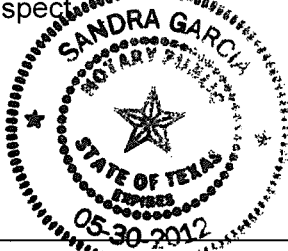
Signature: _____

Title: _____

Right of Way Agent

Date: 1-5-2010

Before me Sandra Garcia, a Notary Public, appeared J. Benito Rodriguez and on his/her oath depose and stated the facts as set forth in the above affidavit to be true and correct in every respect.



Sandra Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT LGC §113.064(B)
AUTHORITY TO PAY MEMBERSHIP DUES LGC §89.002



INTERNATIONAL RIGHT OF WAY ASSOCIATION

International Right of Way
Association (PO)
PO BOX 51716
Los Angeles, CA 90051-6016

INVOICE

Invoice # HIDCOROW-10

Invoice Date: 12/10/2009

HIDALGO COUNTY RIGHT OF WAY
2401 N. MOOREFIELD ROAD
MISSION, TEXAS 78572

DESCRIPTION	QUANTITY	PRICE	DISCOUNT	AMOUNT

CHAPTER 39A DUES Regular Membership- US Membership Fee	10	\$210.00	0.00	\$2,100.00

CUSTOMER NUMBER

JOSE N. PENA	7893610	DANIEL GUZMAN	7895585
SANDRA GARCIA	7895580	GUADALUPE RODRIGUEZ	7895586
REBECCA GOMEZ	7895587	EDUARDO GONZALEZ	7895588
J. BENITO RODRIGUEZ	7895581	ROBERTO VILLARREAL	7896475
A. ROY GONZALES	7895582		
JAIME SALINAS	7895584		

Please support your Education Foundation, If you wish to donate \$15.00 (US) to the Right of Way International Education Foundation (RWIEF), please include the amount in the total "Amount Remitted" line.

Invoice Total	\$ 2,100.00
Taxes	0.00
Amount Paid	0.00
PLEASE PAY	\$ 2,100.00

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

INVOICE NO: **HIDCOROW-10**

HIDALGO COUNTY RIGHT OF WAY
2401 N. MOOREFIELD ROAD
MISSION, TEXAS 78572

SELECT PAYMENT METHOD

☐ Check Enclosed

Card Provider _____ Exp Date ____/____

Card No. _____

Card Holders Name: _____

Card Holders Signature: _____

Remit Payment to:

International Right of Way Association (PO)

P.O. Box 51716 Los Angeles, California 90051-6016

Total Due: \$2,100.00

Amount Remitted: _____

Req # 00167268

Req # 00167268

PO #

Date: 12/18/09

Bill To: X
 X

Vendor : 339628
INTERNATIONAL RIGHT OF WAY ASSOC (PO
P.O. BOX 51716
LOS ANGELES CA 90051-6016

Ship To: RIGHT OF WAY DEPARTMENT
902 N. DOOLITTLE
EDINBURG TX 78539

Contact: Sandra Garcia
956-283-8134

Contract No:

Special Instructions:
ROW-071

[illegible]

Authorized By: _____

AI-19290

9.C.

Membership Dues

CC CONSENT

Date: 01/12/2010
Submitted By: Fred Zamarripa, TREASURER'S OFFICE
Submitted For: Norma Garcia
Department: TREASURER'S OFFICE
Agenda Category: County Treasurer

Information

CAPTION

Requesting approval to make payment for the 2010 annual membership dues for the County Treasurers' Association of Texas for the County Treasurer and Office Manager in the amount of \$175.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Funds available as of 01/08/10

ACCT. #: 0-1100-415-16-150-001-0-810

MATCHING FUNDS Y/N?:

Attachments

Link: [invoice](#)
Link: [Alfredo Zamarippa Affidavit](#)
Link: [Norma Garcia Affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/07/2010 08:38 AM	APRV
2	Erika Zamora	Erika Zamora	01/08/2010 04:56 PM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Fred Zamarripa
Started On: 01/06/2010 04:53 PM
Final Approval Date: 01/08/2010



County Treasurers' Association of Texas
Invoice for 2010 Dues

Payment of annual dues are made payable to CTAT in January of each year. A member whose dues are not paid will not be eligible for the Treasurers' List Serve, entitled to vote, hold office or serve on any committee of CTAT. Each member in good standing, upon payment of dues, shall receive a membership card which will certify each Treasurer as a member of CTAT. In addition to each County Treasurer, CTAT allows you to have your Deputy/Assistant Treasurers eligible for membership also.

Please provide the following information:

County Treasurer Name: Norma G. Garcia
County : Hidalgo County
Office Address: 2810 S. Bus. Hwy 281
City/Zip Code: 78539
Phone: (956) 318-2506 ext:4811 Fax: (956)318-2507
E-mail: norma.garcia@treasurer.co.hidalgo.tx.us

Assistant Name: Alfredo Zamarripa
Title: Office Manager
Assistant Name: _____
Title: _____

(make additional copies as needed)

Treasurer	<u>1</u>	@	<u>\$150.00</u>	=	<u>\$150.00</u>
Assistant(s)	<u>1</u>	@	<u>\$ 25.00</u>	=	<u>25.00</u>
Invoice date: January 4, 2010					
Payment due: January 31, 2010				Total Remittance =	<u>\$175.00</u>

Make check payable to:
CTAT c/o Kelli R. White, Smith County Treasurer
200 E. Ferguson, Suite #402
Tyler, TX 75702

(Please return a completed copy of this invoice with payment)

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

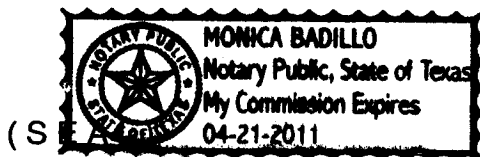
I, Alfredo Zamarripa, do hereby state that my membership in the County Treasurers' Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Alfredo Zamarripa
TITLE: Office Manager

DATE: 01/07/10

Before me Monica Badillo, a Notary Public, appeared Alfredo Zamarripa, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Monica Badillo
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Norma G. Garcia, do hereby state that my membership in the County Treasurers' Association of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

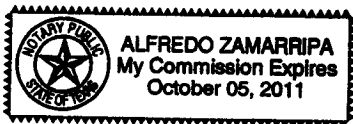
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
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SIGNATURE: Norma G. Garcia
TITLE: County Treasurer

DATE: 01/09/10

Before me Alfredo Zamarripa, a Notary Public, appeared Norma G. Garcia, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



Alfredo Zamarripa
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-19247

9.D.

**TALHO Membership
CC CONSENT**

Date: 01/12/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eduardo Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Requesting approval to renew 2010 membership dues for the Texas Association of Local Health Officials (TALHO) in the amount of \$1,500.00.

BACKGROUND

Req #167841
Account#0-1100-441-00-340-001-0-810

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y

ACCT. #: 0-1100-441-00-340-001-0-810
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in Requisition# 167841 as of 1/6/10 \$1,500 for TALHO.

Attachments

Link: [19247 backup](#)
Link: [Affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 03:16 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/06/2010 11:28 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 04:57 PM	APRV
4	Purchasing Department		01/08/2010 05:41 PM	NEW

Form Started By: Josie Escalante
Started On: 01/05/2010 03:02 PM
Final Approval Date: 01/08/2010



TEXAS ASSOCIATION
OF LOCAL HEALTH OFFICIALS

Board of Directors

President

Stephen Williams

Houston Health & Human Services Department

Vice President

Celestino Garcia

Midland Health Department

President-Elect

Bing Burton

Denton County Health Department

Past President

Matt Richardson

City of Amarillo Department of Public Health

Secretary / Treasurer

Patsy Gaines

Milam County Health Department

Members-At-Large

Daniel Reimer

City of Fort Worth Public Health Department

Eddie Olivarez

Hidalgo County Health Department

Roger Barker

Waco-McLennan County Public Health District

Executive Director

Lee A. Lane

715 Discovery Blvd., #308
Cedar Park, TX 78613
(512)528-9691 Fax: (512)528-9689
info@talho.org
WWW.TALHO.ORG



Public Health
Prevent. Promote. Protect.

December 1, 2010

RECEIVED
HIDALGO COUNTY HEALTH
AND HUMAN SERVICES DEPARTMENT

DEC 07 2009

Eduardo Olivarez
Hidalgo County Health Department
1304 S. 25th Street
Edinburg, TX 78539

1304 S. 25th Ave.
Edinburg, Texas 78542

Dear Eduardo Olivarez:

The Texas Association of Local Health Officials, (TALHO), provides many invaluable services to local health departments and we are pleased to inform you that these services remain at the same dues level as 2009. These services are made possible by various grants and the generous support of our members.

Benefits to local health departments include but are not limited to:

- A. Advocacy for public health in Texas – New in 2010 TALHO has hired a Chief Public Health Official
- B. Support for the collective agenda of the local public health practitioners
- C. TALHO acts as a key legislative advocate and interface for LPHAs at the state and national levels
- D. Provides collective bargaining and workshop organization
- E. Premier contact point for national and statewide public health entities that wish to have an audience with LPHAs
- F. Provides general and individualized information regarding events or programs offered by public health entities
- G. Provides a centralized research information and data clearinghouse
- H. Senior level IT administrators and engineers are available to TALHO members for consultative services from software selection to large wide area network projects
- I. TALHO provides and manages connectivity solutions for its members.
- K. \$600 per month T1 data connection members
 - 1. Can be used primary internet access
 - 2. Provides failover communications route for disaster recovery
- J. TALHO also provides wireless data connectivity in the form of Verizon Aircards useful for administrators on the go or for implementation in remote vaccination or emergency response locales
- L. On-demand multimedia library where videoconferences and satellite broadcast events are archived and available for later viewing
- M. Health departments can even configure their own unique library containing their own content
- N. Videoconferencing is available to all local health departments, providing an effective method of live communication across long distances
 - 1. Members have the opportunity to become more involved by having a way to participate in meetings without using their own valuable resources
 - 2. Distance education courses with available continuing education credits are also broadcast via this medium.
- O. TALHO also has the capability to host webinars allowing local health departments to participate via the web in educational events, informational meetings and workshops. This service also allows local health departments to design and host their own web events.



**TEXAS ASSOCIATION
OF LOCAL HEALTH OFFICIALS**

Board of Directors

President

Stephen Williams

Houston Health & Human Services Department

Vice President

Celestino Garcia

Midland Health Department

President-Elect

Bing Burton

Denton County Health Department

Past President

Matt Richardson

City of Amarillo Department of Public Health

Secretary / Treasurer

Patsy Gaines

Milam County Health Department

Members-At-Large

Daniel Reimer

City of Fort Worth Public Health Department

Eddie Olivarez

Hidalgo County Health Department

Roger Barker

Waco-McLennan County Public Health District

Executive Director

Lee A. Lane

Many services are available through your membership in TALHO. We are continually working with local health departments to add additional services by request. For more information about the services available from TALHO, contact the TALHO staff at 512-528-9691 or info@talho.org.

We look forward to your continued support of our organization and working with you in 2010! In the meantime, if there are questions you may have or if the TALHO office can provide assistance to you, please do not hesitate to contact us. TALHO staff are here to assist you. Your feedback is valuable to us and we look forward to your continued participation.

Sincerely,

Lee A. Lane

Executive Director

715 Discovery Blvd., #308
Cedar Park, TX 78613
(512)528-9691 Fax: (512)528-9689
info@talho.org
WWW.TALHO.ORG



Public Health
Prevent. Promote. Protect.

Texas Association of Local Health Officials

**1304 S. 25th Street
Edinburg, TX 78539-7205**

#d20101

1304 S. 25th Street
Edinburg, TX 78539-7205

**715 Discovery Blvd #308
Cedar Park, TX 78613**

Email: mhernandez@talho.org

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

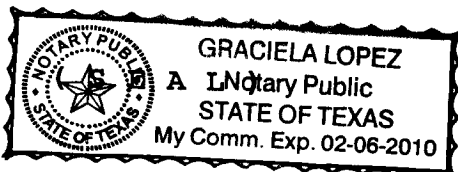
I, Eduardo Olivarez, do hereby state that my membership in the Texas Association of Local Health Officials on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: [Signature]

TITLE: Chief Administrative officer

Before me, Graciela Lopez, a Notary Public, appeared Eduardo Olivarez, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

Approval of Membership dues for Armando Barrera Jr. CC CONSENT

Date: 01/12/2010
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: Membership Dues

Information

CAPTION

2010 Tax - Office (1100)

Approval of Membership dues for Armando Barrera Jr. payable to Tax Assessor Collector Association in the amount of \$85.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-15-140-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 1/6/2010. Refer to Requisition No. 167721 in the amount of \$85.00.

Attachments

Link: [membership dues for ABJ](#)

Link: [AFFIDAVIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 04:10 PM	APRV
2	Perla Lopez	Perla Lopez	01/07/2010 08:29 AM	APRV
3	Auditor's Office	Linda Fong	01/08/2010 04:58 PM	APRV
4	Purchasing Department		01/08/2010 05:41 PM	NEW

Form Started By: Mary Garcia
 Started On: 01/05/2010 10:59 AM

Final Approval Date: 01/08/2010

TACA MEMBERSHIP APPLICATION

For TACA Use Only _____

Amt Pd. (Check One) \$85 _____

\$40 _____

NAME: Barrera Armando Jr.
Last First Middle Initial

County or Business Name: Hidalgo County Tax OfficeMailing Address: 2804 S. Bus. Hwy 281

Street Address: _____

City, State, Zip: Edinburg, Texas 78539Office Phone: (956) 289-7450 FAX: (956) 318-2733YR Taking Office: 2009 BTPE# 15084 YR Certified: _____My email address is: armando.barrera@taxoffice.co.hidalgo.tx.usTACA Dues:
(circle one)I Do _____
I Do NOT _____
Have This PinRegular Member
(Elected/Appointed County Tax Assessor-Collector,
and/or Sheriff ONLY)

\$85.00

Affiliate Member
(Tax Related Business, Vendor, Non-County Tax Office
Employee) \$85.00Associate Member
(County Deputy Tax Assessor-Collector) \$40.00

Enclosed is my check for \$ _____ for Annual Dues.

Make check payable to TACA and mail to:

TACA
P O Box 1929
Angleton, Texas 77516-1929Any questions please call 979-864-1326 or email:
roving@brazoria-county.com or connieb@brazoria-county.com

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Armando Barrera Jr., do hereby state that my membership in the Tax Assessor Collector Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
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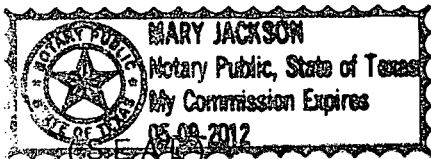
SIGNATURE: _____

Armando Barrera Jr. ✓

DATE: 01-05-10

TITLE: Tax-Assessor/collector

Before me Mary Jackson, a Notary Public, appeared Armando Barrera Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Mary Jackson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

AI-19220

9.F.

Texas Comptroller of Public Accounts

CC CONSENT

Date: 01/12/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to make payment for the 2010 membership dues for the Texas Comptroller of Public Accounts in the amount of \$100.00 (through requisition #167585) with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available in Req # 167585 in the amount of 100.00 as of 01/08/2010 for Texas Comptroller of Public Accounts.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/06/2010 12:16 PM	APRV
2	Budget & Management	Erika Zamora	01/06/2010 01:36 PM	APRV
3	Erika Zamora	Erika Zamora	01/08/2010 04:57 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 05:00 PM	APRV

Form Started By: Nielda Cavazos
Started On: 01/04/2010 02:32 PM

Final Approval Date: 01/08/2010

AI-19218

9.G.

**MEMBERSHIP DUES
CC CONSENT**

Date: 01/12/2010
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Requesting approval to pay 2010 membership dues to the Texas Association of County Auditors in the amount of \$455.00.

BACKGROUND

The purpose of the Texas Association of County Auditors is to support the membership by providing education and resources to assist in the performance of their official duties in an independent, professional and innovative manner, therefore, enhancing efficient and effective County government.

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 0-1100-415-21-170-001-0-810
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available in Requisition#167623 in the amount of \$455.00 as of 01/08/10 for TACA.

Attachments

Link: [Invoice](#)
Link: [County Auditor's Affidavit](#)
Link: [Affidavits](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/05/2010 08:01 AM	APRV
2	Erika Zamora	Erika Zamora	01/08/2010 11:01 AM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 04:54 PM	APRV
5	Purchasing Department		01/08/2010 05:41 PM	NEW

Form Started By: Maria Medina
Started On: 01/04/2010 11:32 AM
Final Approval Date: 01/08/2010



Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



RECEIVED BY
COUNTY AUDITOR
2010 Dues Statement

Date 12/14/2009

2009 DEC 21 AM 8 21

The Texas Association of County Auditors requests your financial support through the payment of annual dues, our main source of income. It is vitally important that all County Auditors, Assistant County Auditors, and Special Members join.

Your dues help support the following activities:

- County Auditors' Institute
- Annual Fall County Auditors' Conference
- New County Auditors Assistants Seminar
- Legislative Consultant
- TACA Directory
- Audit Guide/Auditors Handbook
- "Comments" Newsletter
- TACA Website

The 2009-2010 Dues are:

County Population	Includes:
Under 10,000	\$145 Auditor
10,000 — 25,000	\$200 Auditor plus one Assistant Auditor
25,001 — 100,000	\$255 Auditor plus two Assistant Auditors
100,001 — 250,000	\$310 Auditor plus three Assistant Auditors
> 250,000	\$365 Auditor plus four Assistant Auditors

HIDALGO County

Ray Eufracio

2808 South Business, Hwy 281

Edinburg, TX ~~78540-0689~~
78539-6243

Please provide names on attached membership verification form.

Auditor and Assistants Dues: \$365.00

Additional Assistant Auditors \$45.00

Special Members Dues: \$100.00

TACA Pin: \$6.00

Total Remitted \$ 455.00

Due January 31, 2010

Mail to:
Texas Association of County Auditors
Ellen Friar, TACA Treasurer
Ward County Auditor
400 S. Allen, Suite 300
Monahans, TX 79756



Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



Member Information Verification/Change Form

County: HIDALGO
Member: Ray Eufracio
2808 South Business, Hwy 281
Edinburg, TX ~~78540-0689~~
78539-6243

The following data is on file with
TACA for your County. Please
verify this information and make
any necessary changes.

TACA Info As Of : 12/14/2009
Member ID 116

Return Form To:

Cliff Billingsley, County Auditor
Texas Association of County Auditors
722 Moody
Galveston, Texas 75550
(409) 770-5301

Current Member Data

Work Phone:	(956) 318-2511
Email:	ray.eufracio@auditor.co.hidalgo.tx.
First Assist:	Linda C. Fong
First Assist Email:	linda.fong@auditor.co.hidalgo.tx.us
Memberships:	
Spouse:	
Number of Assistants:	~~40~~
Fax:	(956) 318-2577
Date Appointed:	2/7/2005
Home Address:	
Birth Date:	06/07
Home Phone:	

Indicate Changes Here

Work Phone:	
Email:	
First Assist:	
First Assist Email:	
Memberships:	
Spouse:	
Number of Assistants:	44
Fax:	
Date Appointed:	
Home Address:	
Birth Date:	
Home Phone:	



Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



Member Information Verification/Change Form

Current Member Data

Indicate Changes Here

Assistant Auditor(s)

1st Assist.	~~NONE~~
2nd Assist.	~~Linda C. Fong~~
3rd Assist.	~~Reyes Cortez~~
4th Assist.	~~Arcilia B. Duran~~
5th Assist.	~~Marcela Morales~~
6th Assist.	~~Julio C. Espinosa~~
7th Assist.	
8th Assist.	
9th Assist.	
10th Assist.	

1st Assist.	<u>Linda C. Fong</u>
2nd Assist.	<u>Arcilia B. Duran</u>
3rd Assist.	<u>Marcela Luna</u>
4th Assist.	<u>Angelica M. Tapia</u>
5th Assist.	<u>Yvonne Torres</u>
6th Assist.	<u>Leticia Chavez</u>
7th Assist.	
8th Assist.	
9th Assist.	
10th Assist.	

Please verify the information above. If there are any changes that are needed please make the changes on this form and return this form to the return address indicated on the previous page.



Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



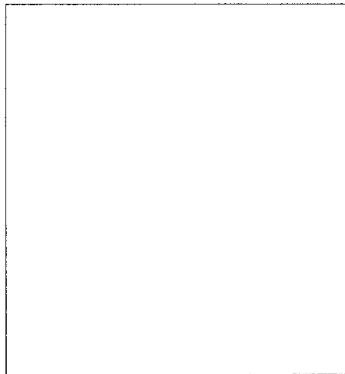
Member Information Verification/Change Form

TACA DIRECTORY – PICTURE VERIFICATION

Member: Ray Eufracio

County: HIDALGO

We are in the process of updating our records relative to the photographs that we have on file of County Auditors for the TACA Directory. If a picture was previously provided to the TACA by your County, you will find it below, if not, mark the appropriate box below and return the form to Susan Pugh, TACA Membership Committee Chair.



- ☐ Picture is correct. No replacement needed.
- ☐ Picture is not correct.
- ☐ Picture is correct, but a replacement is needed.



Texas Association of County Auditors

"Celebrating 100 Years of Public Service"



Annual Questionnaire

MemberID: 540 County: HIDALGO

1. Do you feel that TACA is serving the needs of its members? Y/N

2. Are you interested in serving on the Board of Directors? Y/N

Are you interested in serving as an officer of TACA? Y/N

3. Indicate Committee Interest:

Law Study	Annual Meeting Site
Auditing	Education
Institute Planning	County Auditor's Comments
Entertainment	Audit Guide/Handbook
Membership Directory	Technology
Area Meetings	Outside Funding
By-Laws Review	Judicial

4. In addition to the stated goals listed above, are there any goals that you would like to be considered?

5. Please list any other comments or concerns you would like the Officers and Board to consider.

6. Would you be interested in serving as a mentor for newly appointed auditors?

7. Do you have the name and address of retired County Auditor's from your County? If so please attach.

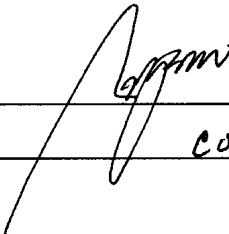
8. Other Comments:

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, RAY EUFRACIO, CPA, do hereby state that my membership in the TEXAS ASSOCIATION OF COUNTY AUDITORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: 

DATE: 1/4/10

TITLE: COUNTY AUDITOR

Before me MARIA D. MEDINA, a Notary Public, appeared RAY EUFRACIO, CPA, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, LINDA FONG, do hereby state that my membership in the TEXAS ASSOCIATION OF COUNTY AUDITORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

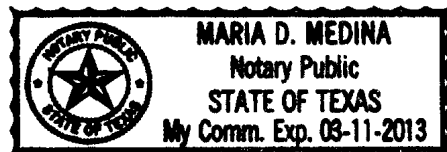
SIGNATURE: Linda Fong

DATE: 1-4-10

TITLE: First Assistant Auditor

Before me MARIA D. MEDINA, a Notary Public, appeared LINDA FONG, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, ARCILIA B. DURAN, do hereby state that my membership in the TEXAS ASSOCIATION OF COUNTY AUDITORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

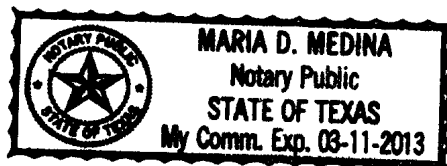
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: *Arcilia B. Duran*
TITLE: Director of Audit

DATE: 1/4/10

Before me MARIA D. MEDINA, a Notary Public, appeared ARCILIA B. DURAN, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, MARCELA LUNA, do hereby state that my membership in the TEXAS ASSOCIATION OF COUNTY AUDITORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

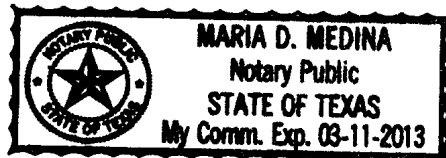
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Marcela Luna
TITLE: Director of Accounting

DATE: 1/4/10

Before me MARIA D. MEDINA, a Notary Public, appeared MARCELA LUNA, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, ANGELICA M. TAPIA, do hereby state that my membership in the TEXAS ASSOCIATION OF COUNTY AUDITORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

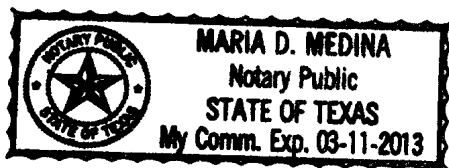
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Angelica M. Tapia
TITLE: FINANCIAL ACCOUNTING SUPERVISOR

DATE: 1/4/10

Before me MARIA D. MEDINA, a Notary Public, appeared ANGELICA M. TAPIA, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, YVONNE TORRES, do hereby state that my membership in the TEXAS ASSOCIATION OF COUNTY AUDITORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

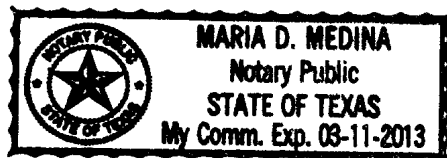
SIGNATURE: _____

DATE: 1/4/10

TITLE: Internal Auditor III

Before me MARIA D. MEDINA, a Notary Public, appeared YVONNE TORRES, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)

AUTHORITY TO PAY MEMBERSHIP DUES: LGC § 89.002

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, LETICIA CHAVEZ, do hereby state that my membership in the TEXAS ASSOCIATION OF COUNTY AUDITORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

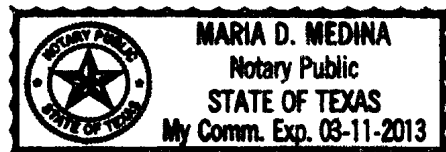
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: [Signature]
TITLE: Interim Auditor III

DATE: 1/4/10

Before me MARIA D. MEDINA, a Notary Public, appeared LETICIA CHAVEZ, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)



Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-19219

9.H.

TXPPA 2010 Membership Dues

CC CONSENT

Date: 01/12/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to make payment for the 2010 membership dues (through requisition #167593) for the Texas Public Purchasing Association in the amount of \$50.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-810
FUNDS AVAILABLE Y/N?: yes MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Amount available in Requisition# 167593 in the amount of \$50.00 as of 01/08/10 for Texas Pulic Purchasing Association.

Attachments

Link: [Appl](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/06/2010 12:15 PM	APRV
2	Budget & Management	Erika Zamora	01/06/2010 01:35 PM	APRV
3	Erika Zamora	Erika Zamora	01/08/2010 03:55 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 05:01 PM	APRV

Form Started By: Nielda Cavazos

Started On: 01/04/2010 02:21 PM

Final Approval Date: 01/08/2010



Texas Public Purchasing Association

1821 Rutherford Lane, Ste 400
Austin, TX 78754
512-231-7400
Federal ID# 74-2501933
www.txppa.org

TxPPA 2010 MEMBERSHIP DUES

Martha Salazar
Purchasing Agent
Hidalgo County
2812 S Business Hwy 281
Edinburg, TX 78539

ID Number:	35684
Date:	December 1, 2009
Phone:	(956) 318-2626
Fax:	(956) 318-2629
E-mail:	martha.salazar@co.hidalgo.tx.us

Dear Ms. Salazar:

It is time to renew your membership with the Texas Public Purchasing Association (TxPPA)! Please note above any information that is incorrect or has changed including certification(s).

Membership Year	Dues Amount
January 1, 2010 to December 31, 2010	\$50.00

By renewing your membership with TxPPA we can continue to work towards our goals and objectives of:

- ★ Establishing cooperative relationships among our members for the development of efficient purchasing methods and practices in the field of public procurement.
- ★ Promoting the highest ethical standards of conduct in the performance of public and non profit purchasing.
- ★ Promoting uniform public purchasing laws and simplified standards and specifications.
- ★ Providing informed counsel to others who are responsible for the formulation and promulgation of policies, rules and laws which directly or indirectly affect the process of public and non-profit purchasing.
- ★ Collecting and disseminating useful information for its members.
- ★ Promoting the interchange of ideas and experiences within the purchasing profession.
- ★ Encouraging research and investigation and to sponsor such other activities as may be useful in providing its members with knowledge for efficient procurement.

If you have any questions regarding your membership, please contact the TxPPA administrative offices at 512-231-7400 or call one of the TxPPA Board members listed at txppa.org

You may pay by credit card or check. For credit card payment, please fill in the information below and fax your form to 512-231-7495. If paying by check, please use the enclosed return envelope and make your check payable to TxPPA.

CREDIT CARD PAYMENTS:

___Mastercard ___Visa ___Am Ex ___Discover
Cardholder's Name _____
Please Print
Acct# _____
Signature _____ Exp. Date _____

FOR TML OFFICE USE ONLY

Business Check _____ \$ _____
Personal Check _____ \$ _____
Total \$ _____
Date Rec'd _____ Batch No. _____
By _____ Id# _____

Note: TxPPA membership dues are not deductible as charitable contributions for federal income tax purposes. However, membership dues may be deductible by members as an ordinary and necessary business expense.



TEXAS PUBLIC PURCHASING ASSOCIATION

EXEC BOARD

President

Jack Beacham
C.P.M.
Tarrant County
817.884.1133

Vice President

Cheryl Turney
C.P.M.
City of College
Station
979.764.3557

Secretary

Kay Foster
C.P.M.
DFW Int'l Airport
972.973.5616

Treasurer

Adrian Garcia
San Benito ISD
956.361.6390

1821 RUTHERFORD LANE, STE 400, AUSTIN, TEXAS 78754 ★ 512.231.7400 ★ FAX: 512.231.7494

December 1, 2009

Dear TxPPA Member:

Attached you will find your **invoice** for membership dues for the Texas Public Purchasing Association (TxPPA). Please take a moment to renew your membership with us. We understand that the economy is hard in some areas of Texas and budgets have been reduced to bare minimums. We hope you'll recognize the benefits available to you through TxPPA. Your membership allows us to provide you with unique opportunities for continued education, professional growth, certifications, and a network of colleagues and friends. As a member of TxPPA, I would like to remind you of our goals and objectives and the benefits we continue to offer:

TxPPA Goals and Objectives

- ★ Establish cooperative relationships among its members for the development of efficient purchasing methods and practices in the field of public procurement.
- ★ Promote the highest ethical standards of conduct in the performance of public and non profit purchasing.
- ★ Promote uniform public purchasing laws and simplified standards and specifications.
- ★ Provide informed counsel to others who are responsible for the formulation and promulgation of policies, rules and laws which directly or indirectly affect the process of public and non-profit purchasing.
- ★ Collect and disseminate useful information for its members.
- ★ Promote the interchange of ideas and experiences within the purchasing profession.
- ★ Encourage research and investigation and to sponsor such other activities as may be useful in providing its members with knowledge for efficient procurement.

TxPPA Benefits

- ★ Reduced conference rates for the Spring, Summer (Momentum) and Fall Conferences.
- ★ A network of 500+ public purchasing professionals from cities, counties, schools, higher education, special districts and state agencies.
- ★ Access to the TxPPA list serve for you to pose questions & inquiries and receive responses for those situations you may not have encountered before but someone has.
- ★ Communications about important events, activities, trends, legislation via direct email, website, newsletters, and social media such as Twitter and Facebook.
- ★ Special assistance available to large or small public purchasing departments with management issues or help to establish public purchasing departments in smaller organizations.

We hope you'll take a minute to review your invoice, make any necessary changes directly on the form and remit your dues payment right away so you don't miss out on any of the benefits of TxPPA.

Cordially,

Cheryl K. Turney, C.P.M.
TxPPA Vice President
cturney@cstx.gov

Amendment - Subrecipient Agreement (Senior Comm. Outreach Prog.)

CC CONSENT

Date: 01/12/2010
 Submitted By: Estella Webber, URBAN COUNTY
 Department: URBAN COUNTY
 Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of an amendment to the Subrecipient Agreement with Senior Community Outreach Program (Senior Services) in the total of \$33,500.00 for the Urban County Program Year 22 (2009).

BACKGROUND

Additional funding will be utilized for the reimbursement of stipend payments to volunteers from the City of Donna and Weslaco who provide support services to needy adults who are frail, disabled, elderly, and terminally ill. The amended agreement shall be effective on January 12, 2010 and terminate on May 31, 2009, (See the attached exhibits)

Subrecipient: Senior Community Outreach Program

Original Agreement Amount:	Hidalgo County Precinct #1	\$ 5,000.00
	Hidalgo County Precinct #2	\$ 5,000.00
	Hidalgo County Precinct #4	\$ 5,000.00
	City of Mercedes	\$ 5,000.00
	City of San Juan	<u>\$ 2,500.00</u>
		\$22,500.00

Amended Agreement Amount:	Hidalgo County Precinct #1	\$ 5,000.00
	Hidalgo County Precinct #2	\$ 5,000.00
	Hidalgo County Precinct #4	\$ 5,000.00
	City of Mercedes	\$ 5,000.00
	City of San Juan	\$ 2,500.00
	City of Weslaco (Pct #1)	\$ 3,500.00
	City of Donna (Pct #1)	<u>\$ 7,500.00</u>
Total Funding Amount:		\$33,500.00

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County Funds. Contract amount will increase by \$11,000.00 with a new contract amount of \$33,500.00.

Attachments

Link: [amendment - senior svcs](#)

Link: [Amended Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 03:33 PM	APRV
2	Perla Lopez	Perla Lopez	01/07/2010 08:26 AM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Estella Webber
Started On: 01/06/2010 02:05 PM
Final Approval Date: 01/08/2010

Exhibit A
STATEMENT OF WORK
City of Weslaco (Pct 1)

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

Weslaco CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
\$ 3,500.00 Awarded By: City of Weslaco (Pct 1)

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

Weslaco CDBG funds will be used to provide a small tax-free stipend of \$2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 1,321 hours per year.

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

Senior Companions will be recruited, trained and placed in an in-home setting and ill assist the frail individuals with daily tasks of living; to enable these such as light house keeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

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

Senior Companions will be offered to serve and assist homebound and frail adults living at home who need person-to-person support to continue living at home.

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

WESLACO CDBG funds will benefit eighteen (18) frail and older individuals who are found to be at-risk of losing their independence or self care.

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

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will be provide at the respective individual's home.

Initials _____

Revised June 2009

Exhibit B-1
GRANT BUDGET
City of Weslaco (Pet 1)

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Senior Companion Program @ \$2.65 per/hour	\$ 3,500.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 3,500.00

Initials _____

Revised June 2009

Exhibit B-2
PAYMENT SCHEDULE
City of Westlaco (Pet 1)

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

2009 - 2010 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January	.\$ 1,000.00	Stipend \$2.65 @ 377 hrs
February	.\$ 2,000.00	Stipend \$2.65 @ 755 hrs
March	.\$ 500.00	Stipend \$2.65 @ 189 hrs
April		
May		
TOTAL:	.\$ 3,500.00	Stipend \$2.65 @ 1,321 hrs

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

Initials _____

Revised June 2009

Exhibit C
SCHEDULE OF ACTIVITY
City of Weslaco (Pet 1)

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

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

2009 - 2010 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January	18	In-Home Care Service
February	18	In-Home Care Service
March	18	In-Home Care Service
April		
May		
Total for the Year:	18	Unduplicated

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

Initials _____

Revised June 2009

Exhibit D
RECORDS & REPORTS
City of Weslaco (Pct 1)

REPORTS

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

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

RECORDS

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

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

(a) Beneficiary Files

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

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

(b) Program Files

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

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

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

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

Exhibit E
REQUEST FOR PAYMENTS
City of Weslaco (Pct 1)

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit A
STATEMENT OF WORK
City of Donna (Pct 1)

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

Donna CDBG funding will be used to provide meaningful retirement opportunities for six (6) low-income persons 62 years and older. Senior Companion Program will foster independence, supplement their fixed income and enrich their social contact and retirement years.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
\$ 7,500.00 Awarded By: City of Donna (Pct 1)

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

Donna CDBG funds will be used to provide a small tax-free stipend of \$2.65 per/hour. Senior Companions will serve four hours a day for five days a week for 2,831 hours per year.

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

Senior Companions will be recruited, trained and placed in an in-home setting and will assist the frail individuals with daily tasks of living; to enable these such as light house keeping, meal preparation, light laundry, errands, personal care, and relief for caregivers.

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

Senior Companions will be offered to serve and assist homebound and frail adults living at home who need person-to-person support to continue living at home.

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

Donna CDBG funds will benefit eighteen (18) frail and older individuals who are found to be at-risk of losing their independence or self care.

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

Services will be coordinated through the Senior Community Outreach Services, Inc. office located at 840 W. Austin Avenue in Alamo, Texas 78516-2516. Services for beneficiaries will be provide at the respective individual's home.

Exhibit B-1
GRANT BUDGET
City of Donna (Pct 1)

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Senior Companion Program @ \$2.65 per/hour	\$ 7,500.00
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 7,500.00

Initials _____

Revised June 2009

Exhibit B-2
PAYMENT SCHEDULE
City of Donna (Pet 1)

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

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July		
August		
September		
October		
November		
December		
January	.\$ 1,500.00	Stipend \$2.65 @ 566 hrs
February	.\$ 1,500.00	Stipend \$2.65 @ 566 hrs
March	.\$ 1,500.00	Stipend \$2.65 @ 566 hrs
April	.\$ 1,500.00	Stipend \$2.65 @ 566 hrs
May	.\$ 1,500.00	Stipend \$2.65 @ 566 hrs
TOTAL:	\$7,500.00	

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

Initials _____

Revised June 2009

Exhibit C
SCHEDULE OF ACTIVITY
City of Donna (Pet 1)

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

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

2009 - 2010 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January	18	In-Home Care Service
February	18	In-Home Care Service
March	18	In-Home Care Service
April	18	In-Home Care Service
May	18	In-Home Care Service
Total for the Year:	18	Unduplicated

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

Initials _____

Revised June 2009

Exhibit D
RECORDS & REPORTS
City of Donna (Pet 1)

REPORTS

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- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
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- **Other significant information (such as special events, fundraisers, award ceremonies, etc.)**
 - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

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

- Written agreements must be retained for four (4) years after the agreement terminates.
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- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

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

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

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

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

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

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

Exhibit E
REQUEST FOR PAYMENTS
City of Donna (Pct 1)

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

Initials _____

Revised June 2009

STATE OF TEXAS }
 }
 COUNTY OF HIDALGO }

AMENDED - SUBRECIPIENT AGREEMENT

This *amended* Agreement is made and entered into on this the ___ day of _____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of \$ _____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). **SUBRECIPIENT** shall obtain approval, in writing, from **ENTITY** prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III

Initials _____

Revised June 2009

Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by _____) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions - 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, (*i.e., timely submittal of monthly reports and/or reimbursements*), may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and the _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII

Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII

Procurement

SUBRECIPIENT agrees to follow the statutes and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV

Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XII

Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

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.

No Waiver. No waiver by **ENTITY** 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.

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 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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

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.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

If to **SUBRECIPIENT**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Initials _____

Revised June 2009

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XVII Effective Date

The effective date of this *amended* agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the _____.

Approved and signed this _____ day of _____, 20____.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: _____

Address: _____

City/State/Zip: _____

Federal I.D. # or Soc. Sec. #: _____

DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Amendment - Subrecipient Agreement - Open Hands CC CONSENT

Date: 01/12/2010
 Submitted By: Estella Webber, URBAN COUNTY
 Department: URBAN COUNTY
 Agenda Category: Urban County

Information

CAPTION

The Urban County Program requests approval of an amendment to the Subrecipient Agreement with Open Hands Community Charitable Services (Public Services) in the total amount of \$30,000.00 for the Urban County Program Year 22 (2009).

BACKGROUND

Additional funding will be utilized for the reimbursement of the purchase of food for distribution to residents from the City of Donna. The amended agreement shall be effective on January 12, 2010 and terminate on May 31, 2009. (See the attached exhibits)

Subrecipient: Open Hands Community Charitable Services

Original Agreement Amount: Hidalgo County Precinct #1 \$20,000.00

Amended Agreement Amount: Hidalgo County Precinct #1 \$20,000.00
 City of Donna (Pct #1) \$10,000.00

Total Funding Amount: \$30,000.00

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County Funds. Contract amount will increase by \$10,000.00 with a new contract amount of \$30,000.00.

Attachments

Link: [amendment - Open Hands](#)

Link: [Amended Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/06/2010 03:35 PM	APRV
2	Perla Lopez	Perla Lopez	01/07/2010 08:27 AM	APRV
3	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Estella Webber

Started On: 01/06/2010 02:37
PM

Final Approval Date: 01/08/2010

Exhibit A
STATEMENT OF WORK
City of Donna (Pct 1)

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

Provides boxes of uncooked food to the below poverty, low income families

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
\$10,000.00 Awarded By: City of Donna (Pct 1)

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

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.
Distribution of food on a weekly basis to the below poverty, low income families of the area.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)
Due to the extreme financial situation in the area, we are seeing an increase in those needing help. We are increasing the number of clients

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.
The program deals with below poverty and low income, of all ages, both men and women and children, approximately 150 unduplicated will be helped this year. Donna and its outlying areas will be helped.

Section VII List the location(s) with a physical address where the service(s) will be provided.
Services will be provided at the premises 301 South 17th Street, Donna

Initials _____

Revised June 2009

Exhibit B-1
GRANT BUDGET
City of Donna (Pet 1)

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Purchase of Food	\$10,000.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 10,000.00

Initials _____

Revised June 2009

Exhibit B-2
PAYMENT SCHEDULE
City of Donna (Pct 1)

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

200 09 - 2010 For the Months of...	<u>Estimated</u> Amount <u>Of Expenditures</u>	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January	\$3,000.00	Food
February	\$3,500.00	Food
March	\$3,500.00	Food
April		
May		
TOTAL:	\$10,000.00	

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

Initials _____

Revised June 2009

Exhibit C
SCHEDULE OF ACTIVITY
City of Donna (Pct 1)

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

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

200 <u>9</u> - 20 <u>10</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January	50	Food
February	50	Food
March	50	Food
April		
May		
Total for the Year:	150	

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

Initials _____

Revised June 2009

Exhibit D
RECORDS & REPORTS
City of Donna (Pet 1)

REPORTS

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

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

RECORDS

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

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

(a) Beneficiary Files

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

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

(b) Program Files

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

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

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

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

Exhibit E
REQUEST FOR PAYMENTS
City of Donna (Pct 1)

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

STATE OF TEXAS }
 }
 COUNTY OF HIDALGO }

AMENDED - SUBRECIPIENT AGREEMENT

This *amended* Agreement is made and entered into on this the ___ day of _____, 20____, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of \$ _____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). **SUBRECIPIENT** shall obtain approval, in writing, from **ENTITY** prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III

Initials _____

Revised June 2009

Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by _____) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget"), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule"), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions - 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, (*i.e., timely submittal of monthly reports and/or reimbursements*), may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and the _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII

Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII

Procurement

SUBRECIPIENT agrees to follow the statutes and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV

Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XII

Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII Miscellaneous Provisions

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.

No Waiver. No waiver by **ENTITY** 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.

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 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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

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.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

If to **SUBRECIPIENT**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Initials _____

Revised June 2009

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XVII Effective Date

The effective date of this *amended* agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the _____.

Approved and signed this _____ day of _____, 20____.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: _____

Address: _____

City/State/Zip: _____

Federal I.D. # or Soc. Sec. #: _____

DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

AI-19267

11.A.

Requesting authority to publish advertisements for 2010 Auctions.

CC CONSENT

Date: 01/12/2010

Submitted By: Lisa Vela, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to Texas Local Government Code, requesting authority to publish advertisements for Auctions of Surplus Equipment, Vehicles, etc., scheduled for January 30, 2010--April 24, 2010--July 24, 2010 and October 23, 2010 including, but not limited to, Abandoned and Unclaimed Property or additional and/or necessary auctions.

BACKGROUND

Advertisements for Auction dates: 1/30/2010--4/24/2010--7/24/2010--10/23/2010. will include advertisement for Abandoned and Unclaimed lists upcoming from departments.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

\$55,000.00 available funds in as of 01/08/10. rc

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross auction sales.

Attachments

Link: Local Gov. Code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 03:13 PM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 03:21 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/08/2010 04:09 PM	APRV
4	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Lisa Vela
Started On: 01/06/2010 01:29 PM

Final Approval Date: 01/08/2010

§ 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made; or

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, § 2; Acts 2003, 78th Leg., ch. 345, § 3.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, § 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, § 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, § 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, § 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, § 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, § 1, 3, eff. June 18, 2003.

AI-19292

11.B.

Renewal/Extension-Licensed Professional Counselor(s)-Juvenile Justice Center-Judge Mario E. Ramirez, Jr.

CC CONSENT

Date: 01/12/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the first (1st year) of the two (2)-one (1) year extension as provided under the current contract for "Licensed Professional Counselor(s)" for Juvenile Justice Center-Judge Mario E. Ramirez, Jr., under the same rates, terms, and conditions with the following contracts;

C-08-408-01-20-Maria Cristina Quilantan Diaz and;
C-08-408A-01-20-Rethia Ross

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-60-330-002-0-350
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds as of 1/7/2010 is \$35,000.00.

Attachments

Link: [LETTER OF EXTENSION-MARIA CRISTINA](#)
Link: [C-08-408-01-20-MARIA CRITINA DBA COUNSELING OF SOUTH TEXAS](#)
Link: [LETTER OF EXTENSION-RETHIA ROSS](#)
Link: [C-08-408A-01-20-RETHIA ROSS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/07/2010 01:07 PM	APRV
2	Budget & Management	Erika Zamora	01/07/2010 01:31 PM	APRV
3	Perla Lopez	Perla Lopez	01/08/2010 08:18 AM	APRV
4	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Vangie Garcia
Started On: 01/06/2010 05:03 PM
Final Approval Date: 01/08/2010



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 29, 2009

Maria Cristina Quilantan Diaz
dba Counseling Center Of South Texas
5400 S. Jackson Road
Edinburg, Texas 78539

Re: C-08-408-01-20-Licensed Professional Counselor
"Juvenile Justice Center-Judge Mario E. Ramirez, Jr."

Dear Ms. Diaz:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, January 12, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, January 4, 2010 via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

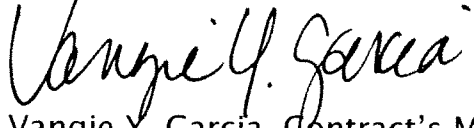
By: _____

Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification. Your current insurance is reflecting that it expired as of 07/30/09. Please submit in order to be in compliance.

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,

A handwritten signature in black ink, appearing to read "Vangie Y. Garcia". The signature is fluid and cursive, with the first name "Vangie" being more prominent.

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

[illegible]

Service Contract
C-08-408-01-20

THIS AGREEMENT is made effective the **20th** day of **January, 2009**, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “Department”) and **Maria Cristina Quilantañ Diaz**, d/b/a **Counseling Center Of South Texas**, LPC (hereinafter “Licensed Professional Counselor”) to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of “Licensed Professional Counseling Services” for the youth probationers served by Department (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a “Licensed Professional Counselor” until replaced by Department. These services include, but are not limited to:
 - (a) Conducting “Individual/Family/Group Counseling” appropriate for the needs of each client;
 - (b) Conducting “Initial Clinical Intake”;

- (c) Conducting "Psychological Examinations" of the Clients as required by the Department;
- (d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";
- (e) Conducting other evaluations and tests on each Client as required by the Department;
- (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons 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 Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$ 85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$ 80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour – \$ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas.

Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department.

Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor 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.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, 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 Department, Hidalgo County, Texas, and/or any agency thereof, including, but not 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.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department 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 professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

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

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (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 unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. 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.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department 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. 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 representation 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 Department and Contractor, and not otherwise.

17. 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. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against 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 Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540

If to Contractor:	Maria Cristina Quilantan Diaz d/b/a Counseling Center Of South Texas 5400 S. Jackson Road 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 addresses or, if mailed, at such time as it is deposited in the United States mail.

19. 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.

20. 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.

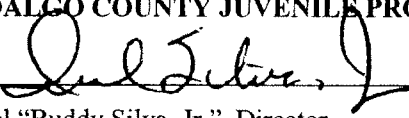
21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

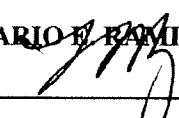
EXECUTED as of the day and year first written above.

DEPARTMENT:

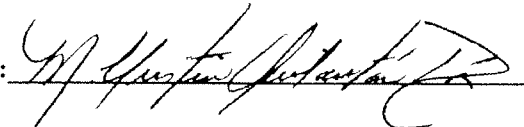
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:  DATE: 1-29-09
Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 1/30/09
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:  DATE: 2/3/09

I. Juvenile Probation

1. **Presentation for discussion, consideration, acceptance and approval of the qualifying participant's final negotiated contracts (reviewed and approved by legal counsel on 06/24/08) in connection to the Expansion For Licensed Professional Counselor(s) Pool to provide necessary/required services on an "as needed basis" for Hidalgo County Judge Mario F. Ramirez, Jr-Juvenile Justice Center-RFP NO: 2008-408-11-05-VYG-Expansion Of Licensed Professional Counselor(s).**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

J. Co. Wide**HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-**

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

NO ACTION taken on this item.

2. **A. Requesting approval to make payment for the 2009 membership dues for the TxPPA (Texas Public Purchasing Association) in the amount of \$50.00 with authority for County Treasurer to issue check review, audit, and processing procedures are completed by the County Auditor.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

B. Requesting approval to make payment for the 2009 State of Texas Co-Op Annual Membership Participation Fee in the amount of \$100.00 with the Texas Comptrollers of Public Accounts with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to go into Executive Session.

22. **Closed Session: (SEE EXHIBIT Z)
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:**

A. Real Estate Acquisition

- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project**

AI-13295

36.CC.0.

**Expansion For Licensed Professional Counselor(s)
CC REGULAR**

Date: 01/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the qualifying participant's final negotiated contracts (reviewed and approved by legal counsel on 06/24/08) in connection to the Expansion For Licensed Professional Counselor(s) Pool to provide necessary/required services on an "as needed basis" for Hidalgo County Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-RFP NO: 2008-408-11-05-VYG-Expansion Of Licensed Professional Counselor(s).

BACKGROUND

Qualified participants will be added to the exiting "Pool" (previously approved 06/17/08), in order to provide necessary/required services on an as needed basis. Contract terms, rates and conditions will be the same as on original contracts.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1100-423-60-330-002-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: C-08-408-01-20-Maria Cristina Quinlantan Diaz

Link: C-08-408A-01-20-Rethia W. Ross

Link: PARTICIPATION AND TABULATION LOG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	01/09/2009 10:28 AM	CREATED
1	Purchasing Department	Marty Salazar	01/14/2009 04:13 PM	APRV
2	Budget & Management	Veronica Lopez	01/14/2009 04:20 PM	APRV
3	Rey Salazar			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia

Started On: 01/09/2009 10:28 AM

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL
“EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”
RFP NO: 2008-408-11-05-VYG

**JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL**

“EXANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”

RFP NO: 2008-408-11-05-VYG

Overview:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)” in order to establish an “Expansion” to the existisng “Pool” of Licensed Professional Counselors” on an “As Needed Basis”. Counseling Services “Pool/Roster” shall be for a period of One (1) Year with the County’s option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Licensed Professional Counselor(s) Request For Proposals will be accepted until **9:30 A.M., Wednesday, November 05, 2008.** ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:

RFP Number: 2008-408-11-05-VYG

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 Qualifications:

SECTION I-GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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, October 29, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 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.

TERM OF CONTRACT:

It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (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 unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (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.

FIRM QUALIFICATIONS:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. 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 firm's credentials, education and experience with other "Juvenile Probation 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 a qualified license professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, family, group;
8. Each juvenile, family, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, family, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, family, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed Professional Counselor(s) with preferred experience in the following:
 - i. ~~criminal/gang orientation~~
 - ii. aggressive behavior

- iii. lack of victim empathy
- iv. substance abuse
- v. educational issues
- vi. issues with authority
- vii. lack of pro social values
- viii. emotional/mental health disorders
- ix. impulsive-aggressive behaviors
- x. low intellectual capacity
- xi. educational issues
- xii. chaotic home environment

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) are to provide a fee proposal as per hour, per individual, per group, per family, per sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

-
- 1. LICENSED PROFESSIONAL COUNSELOR(S): (30 Points)

The "Licensed Professional Counselor(s) should provide information related to its Qualifications. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.
3. **COST:** (20 Points)
Provide fee cost per individual, family, group, per hour sessions as requested in scope of services and requirements.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar counseling services to juveniles, family, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Counseling Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, November 05, 2008.

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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

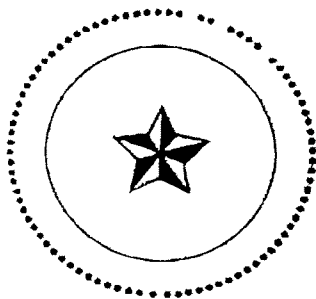
EXHIBIT “B”
PAYMENT SCHEDULE
(Including Best And Final Offer)

PAYMENT SCHEDULE

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$ 85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$ 80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour – \$ 50.00 Maximum/Per Hour

EXHIBIT “C”

INSURANCE REQUIREMENTS



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 29, 2009

Rethia W. Ross
dba Alternative Psychological Services
216 E. Expressway 83, Suite F
Pharr, Texas 78577

Re: C 08-408A 01-20-Licensed Professional Counselor
"Juvenile Justice Center Judge Mario E. Ramirez, Jr."

Dear Ms. Ross:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, January 12, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, January 4, 2010 via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

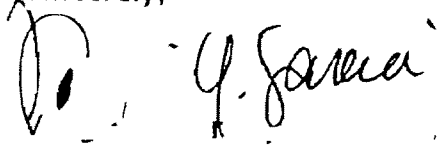
By: _____

Date: 12-29-09

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification. Your current insurance is reflecting that it expired as of 07/30/09. Please submit in order to be in compliance.

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,

A handwritten signature in black ink, appearing to read "D. Y. Garcia". The signature is fluid and cursive, with a large initial "D" and a stylized "Y".

Manager

Hidalgo County Purchasing Department

cc:

department
auditors

[illegible]

Service Contract
C-08-408A-01-20

THIS AGREEMENT is made effective the 20th day of **January, 2009**, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “Department”) and **Rethia W. Ross, LPC, D/B/A Alternative Psychological Services** (hereinafter “Licensed Professional Counselor”) to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of “Licensed Professional Counseling Services” for the youth probationers served by Department (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a “Licensed Professional Counselor” until replaced by Department. These services include, but are not limited to:
- (a) Conducting “Individual/Family/Group Counseling” appropriate for the needs of each client;
- (b) Conducting “Initial Clinical Intake”;

- 7
- (c) Conducting "Psychological Examinations" of the Clients as required by the Department;
 - (d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";
 - (e) Conducting other evaluations and tests on each Client as required by the Department;
 - (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
 - (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons 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 Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$ 85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$ 80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour – \$ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas.

Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department.

Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor 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.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, 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 Department, Hidalgo County, Texas, and/or any agency thereof, including, but not 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.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department 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 professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

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

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (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 unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. 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.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department 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. 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 representation 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 Department and Contractor, and not otherwise.

17. 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. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against 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 Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: **Rethia W. Ross, d/b/a**
Alternative Psychological Services
216 E. Expressway 83, Suite F
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.

19. 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.

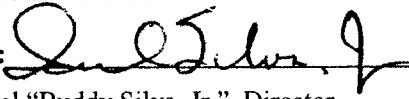
21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

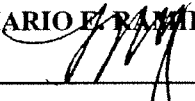
EXECUTED as of the day and year first written above.

DEPARTMENT:

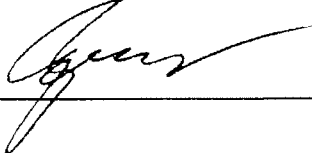
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:  DATE: 1-29-09
Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 1/30/09
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:  DATE: 2-3-09

I. Juvenile Probation

1. **Presentation for discussion, consideration, acceptance and approval of the qualifying participant's final negotiated contracts (reviewed and approved by legal counsel on 06/24/08) in connection to the Expansion For Licensed Professional Counselor(s) Pool to provide necessary/required services on an "as needed basis" for Hidalgo County Judge Mario F. Ramirez, Jr-Juvenile Justice Center-RFP NO: 2008-408-11-05-VYG-Expansion Of Licensed Professional Counselor(s).**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

J. Co. Wide**HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-**

Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

NO ACTION taken on this item.

2. **A. Requesting approval to make payment for the 2009 membership dues for the TxPPA (Texas Public Purchasing Association) in the amount of \$50.00 with authority for County Treasurer to issue check review, audit, and processing procedures are completed by the County Auditor.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

B. Requesting approval to make payment for the 2009 State of Texas Co-Op Annual Membership Participation Fee in the amount of \$100.00 with the Texas Comptrollers of Public Accounts with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to go into Executive Session.

22. **Closed Session: (SEE EXHIBIT Z)
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:**

A. Real Estate Acquisition

- B. **Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project**

AI-13295

36.CC.0.

**Expansion For Licensed Professional Counselor(s)
CC REGULAR**

Date: 01/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the qualifying participant's final negotiated contracts (reviewed and approved by legal counsel on 06/24/08) in connection to the Expansion For Licensed Professional Counselor(s) Pool to provide necessary/required services on an "as needed basis" for Hidalgo County Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-RFP NO: 2008-408-11-05-VYG-Expansion Of Licensed Professional Counselor(s).

BACKGROUND

Qualified participants will be added to the exiting "Pool" (previously approved 06/17/08), in order to provide necessary/required services on an as needed basis. Contract terms, rates and conditions will be the same as on original contracts.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 1100-423-60-330-002-0-350

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: C-08-408-01-20-Maria Cristina Quinlantan Diaz

Link: C-08-408A-01-20-Rethia W. Ross

Link: PARTICIPATION AND TABULATION LOG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	01/09/2009 10:28 AM	CREATED
1	Purchasing Department	Marty Salazar	01/14/2009 04:13 PM	APRV
2	Budget & Management	Veronica Lopez	01/14/2009 04:20 PM	APRV
3	Rey Salazar			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia

Started On: 01/09/2009 10:28 AM

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL
“EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”
RFP NO: 2008-408-11-05-VYG

**JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL**

“EXANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”

RFP NO: 2008-408-11-05-VYG

Overview:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)” in order to establish an “Expansion” to the existisng “Pool” of Licensed Professional Counselors” on an “As Needed Basis”. Counseling Services “Pool/Roster” shall be for a period of One (1) Year with the County’s option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Licensed Professional Counselor(s) Request For Proposals will be accepted until **9:30 A.M., Wednesday, November 05, 2008.** ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:

RFP Number: 2008-408-11-05-VYG

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 Qualifications:

SECTION I-GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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, October 29, 2008 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 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.

TERM OF CONTRACT:

It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (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 unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (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.

FIRM QUALIFICATIONS:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. 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 firm's credentials, education and experience with other "Juvenile Probation 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 a qualified license professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, family, group;
8. Each juvenile, family, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, family, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, family, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed Professional Counselor(s) with preferred experience in the following:
 - i. criminal/gang orientation
 - ii. aggressive behavior

The "Licensed Professional Counselor(s) should provide information related to its Qualifications. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.
3. **COST:** (20 Points)
Provide fee cost per individual, family, group, per hour sessions as requested in scope of services and requirements.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar counseling services to juveniles, family, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Counseling Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 05, 2008.**

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 / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT “B”
PAYMENT SCHEDULE
(Including Best And Final Offer)

PAYMENT SCHEDULE

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
 - b) Family Counseling Fee Per Hour – \$ 85.00 Maximum/Per Hour/Per Family
 - c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
 - d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
 - e) Court Fee Cost Per Hour – \$ 80.00 Maximum/Per Hour
 - f) Consultation Fee Per Hour – \$ 50.00 Maximum/Per Hour
-

EXHIBIT “C”

INSURANCE REQUIREMENTS

Authority to advertise - Testing System and Related Supplies**CC CONSENT**

Date: 01/12/2010
 Submitted By: Sandy Suarez, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information**CAPTION**

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications/requirements, draft contract etc.) as attached hereto for: Hidalgo County Health and Human Services - Testing System And Related Supplies" Bid No.: 2010-008-02-03-SGS

BACKGROUND

1. Current contract due to expire on 05/02/10
2. New contract to commence on 05/03/10
3. Proposed Schedule of Events:
 - 1st Advertisement: January 16, 2010
 - 2nd Advertisement: January 23, 2010
 - Bid Opening date: February 03, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-00X-0-604
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 1-7-10:

Program	Amount
001	\$ 6,200.00
003	\$200,000.00

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-0XX-0-604
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Grants - FY2009 budget will carry over to calendar year 2010.

2009 Available balance as of 1-7-10:

Program	Amount
005	\$29,107.80
012	\$20,000.00
042	\$70,881.31

Attachments

Link: [Procurement Packet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/06/2010 12:12 PM	APRV
2	Budget & Management	Erika Zamora	01/06/2010 01:35 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/07/2010 09:05 AM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 04:51 PM	APRV

Form Started By: Sandy Suarez

Started On: 12/22/2009 03:26 PM

Final Approval Date: 01/08/2010



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services
Attn: Josie Escalante

via email: josie.escalante@hchd.org

From: Sandy Suarez, Buyer
Hidalgo County Purchasing Dept.

Date: November 19, 2009

Re: RFB No. 2010-008-00-00-SGS-HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-"TESTING SYSTEMS AND RELATED SUPPLIES"

For your **REVIEW and UPDATE**, attached you will find the current specifications for the above-referenced project. Please indicate if these specifications meet all your requirements by signing below and indicating your approval, approval with modifications and/or disapproval.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ☒ YES / ☐ NO / ☐ Other

(Specify)

BUDGET ACCOUNT #:

9-1132-441-00-340-001-0-604 23
9-1132-441-00-340-003-0-604 23
9-1293-441-00-340-005-0-604 23
9-1293-441-00-340-012-0-604 23
9-1293-441-00-340-042-0-604 23

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us no later than Friday, December 02, 2009 @ 5:00p.m.

Enclosures

EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES
DEPARTMENT
REQUEST FOR BIDS**

“TESTING SYSTEMS AND RELATED SUPPLIES”

BID NO.: 2010-008-02-03-SGS

EXHIBIT “A”

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT “Testing Systems and Related Supplies”

Bid No. 2010-008-02-03-SGS

SPECIFICATIONS/REQUIREMENTS

Hidalgo County Health and Human Services Department is accepting bids from vendors selling **original equipment from manufacturers**. All items will be on an “**As Needed Basis**” only.

SPECIFICATIONS/REQUIREMENTS:

The specifications/requirements goods contract FOB: Edinburg will encompass all testing systems and related supplies to Hidalgo County Health and Human Services Department including, but not limited to, the following:

- A.) Analyzers must come with the following: Power adapter, one (1) instrument-specific Control Cuvette for daily Q/C.
- B.) One (1) full years warranty (excluding replacement of lost Control Cuvette)
- C.) Free loaner instrument sent to you, if your instrument is in for service, and staff in- servicing.
- D.) All purchases of products will be on an “**As Needed Basis**” only. There is no guaranteed annual volume.
- E.) Stock the necessary products, or be able to provide said items within 24 hours.
- F.) Vendor must list those items which cannot be supplied to County within 24 hours, usually non-stock items which involve having to charge (if any) shipping costs to deliver within 24 hours during emergency.
- G.) Providing original manufacturer items.
- H.) Microcuvettes must be delivered within five (5) days maximum from date order is placed and be compatible with the HemoPoint H2, HemoCue HB 201-Hemoglobin Test Systems or comparable testing systems, which are utilized in all WIC and County Health clinic sites.

REQUIRED ITEMS:

- A.) Hemoglobin Analyzer (photo meter)-HemoPoint H2- Same as or Equivalent to:
Must have a measurement range of 0.25.6 g/dL
Have an internal electronic self-test that automatically verifies the calibration of the analyzer every time the unit is turned on, and every two hours of operation.
Not require a control cuvette, but allow it as an option.
Cuvettes must have patented “Turbo Channel” technology.
Use a sample volume of 10 uL.

Be capable of using capillary, venous or arterial blood.
Have an accuracy of 99% (as determined versus the ICSH reference method).
Use a double-wave length method (I.E., 570 and 880 NM) to correct for interferences due to Lipemia, Leukocytosis and other sources of turbidity.
Have an internal battery.
Have an operating temperature range of at least 60-100 degrees Fahrenheit.
Be pre-calibrated and not require user calibration when new lots of reagents or microcuvettes are put into use.
Be part of a test system (analyzer, cuvettes, controls, reagents) that has been approved as a waived test by the center for Medicare and Medicaid (CMS) under the Clinical Laboratory Improvement Amendments (CLIA).
The Hemoglobin analyzers must meet CLIA standards for use under a waived certificate. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.
Hemoglobin testing system covered under guarantee performance policy.

B.) Hemoglobin Microcuvettes (tests) 200 ct.:

Must be a plastic sampling device containing reagents: sodium desoxycholate, sodium azide and sodium nitrate.
Open vials to have a shelf life of approximately 90 days and unopened vials to have a shelf life of approximately two (2) years.
Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)
Must be compatible with the HemoPoint H2, HemoCue HB 201-Hemoglobin Test Systems or comparable testing machines.

TERMS AND CONDITIONS:

- 1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same terms and conditions. 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.
- 2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
- 3.) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
- 4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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 of such item.
- 5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

- 6.) Any contract awarded to a successful bidder will be in effect until:
 - The contract expires.
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellation.
- 7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).
- 8.) 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.
- 9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
- 11.) Have been in business for at least two years

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase 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 cost 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 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:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 27, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, January 29, 2010 by 5:00 P.M.

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

“TESTING SYSTEM AND RELATED SUPPLIES” BID OPENING DATE: February 03, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281 - Administration Building

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 HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES"** 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-2010-008-02-03-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT - TESTING SYSTEM AND RELATED SUPPLIES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg,Texas on or before **9:30 a.m.,WEDNESDAY, FEBRUARY 03, 2010.**

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 "RFB No.-2010-008-02-03-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES".

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. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost and remains responsible until the County takes possession)
 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 of their Federal ID Number Certificate.
 15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
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 HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES"**
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:

Attn: Eduardo Olivarez
Hidalgo County Health And Human Services
1304 S. 25th Street
Edinburg, TX. 78539
(956)383-6221

17. Schedule of Events:

Bid Opening, 9:30 AM	<u>February 03</u>, 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 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 HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
BID NO.: 2010-008-02-03-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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:

REQUIREMENTS AGREEMENT
C-10-008-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the __ day of ____, 2010 by and between____ ("Seller") and **Hidalgo County Health and Human Services in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Testing Systems and Related Supplies" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Health and Human Services projects for a period of one year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning ____, 2010 and ending on ____, 2011 and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **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.

b. **No Waiver.** No waiver by Buyer 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.

c. **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 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 Buyer and Seller, and not otherwise.

d. **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.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

- g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- i. **Assignment.** This Agreement shall not be assignable.
- j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.
- n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
- o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall LLP

Steve L Crain

EXHIBIT “A”

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

EXHIBIT “B”

REQUEST FOR BID

BID PAGE

EXHIBIT “C”

CERTIFICATE OF INSURANCE

AI-19229

11.D.

**Authority to advertise - DNA Testing Lab Services
CC CONSENT**

Date: 01/12/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Hidalgo County Sheriff's Office:
Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for: "Hidalgo County Sheriff's - DNA Testing Lab Services" 2010-029-00-00-MEG

BACKGROUND

Proposed Schedule:
1st advertisement January 16, 2010
2nd advertisement January 23, 2010
Bid Opening February 03, 2010

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Available balance as of 1-6-10 \$132,850.
On an "As Needed Basis"

Attachments

Link: Memo, Legal Notice, Specifications, Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/06/2010 12:16 PM	APRV
2	Budget & Management	Erika Zamora	01/06/2010 01:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/06/2010 02:39 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 05:03 PM	APRV

Form Started By: Elena Gomez

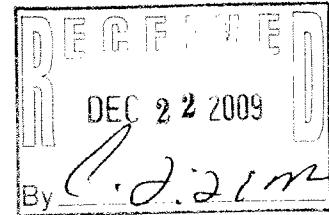
Started On: 01/05/2010 09:14 AM

Final Approval Date: 01/08/2010

MEMORANDUM

To: Anacleto Martinez, Chief Deputy
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office

From: Elena Gomez, Buyer *h*
Hidalgo County Purchasing Department



Date: December 18, 2009

Re: Bid No: 2010-029-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office for "DNA TESTING LAB SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all 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# 4855.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-421-00-280-001-0-339

[Signature] A. "Sonny" Martinez 12-22-09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Monday December 21, 2009, at 5:00p.m.

Enclosures

Bid No: 2009-460-00-00-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

Request for Bids "DNA Testing Lab Services"

Bid No: 2009-460-02-03-MEG

BID OPENING DATE:

February 03, 2010

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

LEGAL NOTICE

BID NO: 2009-460-00-00-MEG

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE "DNA Testing Lab 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-2009-460-00-00-MEG- HIDALGO COUNTY SHERIFF'S OFFICE --"DNA Testing Lab 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, FEBRUARY 03,2010.** **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-2009-460-00-00-MEG-HIDALGO COUNTY SHERIFF'S OFFICE--"DNA Testing Lab 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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
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 --"DNA Testing Lab 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	<u>FEBRUARY 03, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 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.html .**
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
"DNA Testing Lab Services"
BID NO.: 2009-460-00-00-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
"DNA Testing Lab Services"
RFP NO: 2010-029-00-00-MEG

SCOPE

Hidalgo County is seeking qualified companies to submit bids to the County of Hidalgo Texas, to establish contract for the purpose of performing **"DNA TESTING LAB SERVICES"** for Hidalgo County Sheriff's Office, Services on an **"As Needed Basis"**.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

Vendor's Minimum Qualification

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit a Statement of Qualifications (SOQ).

- 1 Vendor must have a DNA Testing Laboratory that is accredited by the American Society of Crime Laboratory Director's Laboratory Accreditation Board (ASCLD/LAB). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.
- 2 Vendor must have a DNA Testing Laboratory that complies with the standard for quality assurance program for DNA analysis, issued by Forensic Quality Services International (FQS-I). This must be demonstrated by the submission of its most recent external audit documentation.
- 3 Vendor must have accreditation by the Director of the Texas Department of Public Safety (DPS). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.
- 4 Vendor must have at least a three (3) year history of successful past performance in forensic criminal DNA testing in a DNA Testing Laboratory. Vendor must provide documented experience with mixed stain casework analysis and batch casework.
- 5 Vendor's DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.
- 6 Vendor must have a DNA Testing Laboratory that can conduct DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue).
- 7 Vendor must have a DNA Testing Laboratory that can conduct Paternity Testing and Sexual Assault Testing.
- 8 Vendor must have a DNA Testing Laboratory that can conduct a comparison of DNA profile from a known source to DNA profile from an unknown source.
- 9 Vendor shall provide Expert Witness Testimony and Consultations of DNA testing on casework.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
RFP NO: 2010-029-00-00-MEG

- 10 Vendor must have three (3) references, each reference from a different law enforcement agencies or government crime laboratories that can attest to the criteria stated.
 - a). Company
 - b). Contact Person
 - c). Phone Number
 - d). Worked Preformed
 - e). Contract Term
- 11 Vendor must provide a turn around time, complete DNA analysis, within 21-28 business days.
- 12 Vendor must have a representative within the State of Texas to maintain a chain of custody.

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.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
RFP NO: 2010-029-00-00-MEG

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.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"
RFP NO: 2010-029-00-00-MEG

- 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, month date, 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. month, date, 2009.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-029-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2010
by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"DNA Testing Lab 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 _____, **2010** and expiring on _____, **2011** 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: _____

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 _____, 2010.

APPROVED AS TO FORM

By: _____

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

EXHIBIT "B"

VENDOR'S BID

EXHIBIT “C”
INSURANCE REQUIREMENTS

Copier Lease Agreement

CC CONSENT

Date: 01/12/2010
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to enter into a 39-month new copier (capital) lease for a 8560DN (Phaser(0 STD Warnty) copier through our membership/participation with TCPN's awarded vendor, Xerox Contract #071601405 for the County Clerk's Department (recording area) through requisition #167872 in the amount of \$170.81/month, effective-upon installation (0-1237-415-40-180-003-0-780)
2. Requesting authority to enter into a 12-month renewal of annual on-line (lease) agreement with Carson Map Company for the Planning Dept. & Health & Human Services Dept. in the total amount of \$1,500.00/year (total of 10 users) requisition #167904 (0-1100-419-10-210-001-0-342)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1237-415-40-180-003-0-780
 FUNDS AVAILABLE Y/N?: Pending MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funding pending approval of an intradepartmental transfer (AI#19250 1-12-10).
 Requisition# 167872.

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-10-210-001-0-342
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Amount available for requisition# 167904 as of 1-8-10 \$1,500.00 for Carson Map Company.

Attachments

Link: [CC Copier Agreement](#)
 Link: [Planning Online Agreement](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department	Marty Salazar	01/08/2010 11:00 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 11:31 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/08/2010 03:14 PM	APRV
4	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Matilde Faz

Started On: 01/05/2010 02:40
PM

Final Approval Date: 01/08/2010

Requisition

Req # 00167872

PO #

Date: 01/05/10

*Consent
19245
1/12/10*

Vendor : 42129

XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Bill To: X
X

Ship To: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: RENE PEREZ
956-318-2100

Contract No: 071601405

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12.00		DO NOT DUPLICATE ORDER ITEM 8560DN PHASER INCLUDES 1,000 COPIES / MO. 1,001 + \$0.1090 EACH. INCLUDES ALL EXCEPT PAPER LEASE AT \$170.81A MONTH CONSUMABLE SUPPLIES INCLUDED FOR ALL PRINTS. Account No _____ <i>Line item transfer for obj code 780</i> REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	170.81 Encumbrance Freight Total	2,049.72 0.00 2,049.72

Authorized By: _____

Reg # 167872

Lease Pricing PROPOSAL

Presented to HIDALGO COUNTY CLERKS OFFICE

By Damaris Morales

On 12/16/2009

CASH PURCHASE OPTION \$2,258.00

FIXED PURCHASE OPTION \$210.98

State or Local Government Negotiated Contract : 071601405

Consent
1/12/10
#19245

xerox



Photo for Display Only

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. 8560DN (PHASER(0 STD WARNTY))	- Carrier Deliv/instal - Analyst Services	Lease Term: 39 months Purchase Option: FMV	1/4/2010

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 8560DN	\$170.81	1: Color	1 - 1,000	Included	- Consumable Supplies Included for all prints
			1,001+	\$0.1090	
		2: BW	All Prints	\$0.0169	
Total	\$170.81	Minimum Payments (Excluding Applicable Taxes)			

0-1237-415-40-180-003-0-780- NIGP # 985-27 Digital copy machine

All information in this proposal is considered confidential and is for the sole use of HIDALGO COUNTY CLERKS OFFICE. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 1/15/2010.

For any questions, please contact me at (956)682-1820



Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

Instructions:

- 2010 CAPITAL OR OPERATING UPDATED LEASE LOG

Requisition

Req # 00167904

PO #

Date: 01/05/10

Consent
19245
1/12/10

Bill To: x
x

Vendor: 5401
CARSON MAP CO.
P. O. BOX 4702
MCALLEN TX 78502

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: irma castillo
956-318-2840

Contract No:

Special Instructions:
Req. #9

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER Annual Subscription Hidalgo On-Line/Total of 10 users 01/01/2010 to 12/31/2010 Account No _____ 0-1100-419-10-210-001-0-342 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1,500.00 Encumbrance 1,500.00 Freight Total	1,500.00 1,500.00

Authorized By: _____

Ref # 167904



ROBERT C. SADLER
MANAGER
(956) 279-7881

SPECIALIZING IN CITY AND COUNTY PLATBOOKS SINCE 1955

CARSON MAP COMPANY

P.O. Box 4702
MCALLEN, TX 78501

TEL. (956) 797-1514
(956) 279-4567

January 6, 2010

Hidalgo County IT Department
Re: Hidalgo Planning Dept.

To whom it may concern:

Carson Map Company offers Cameron & Hidalgo Counties ON-Line. For every TWO Users we charge \$590.00, however, we are offering Hidalgo County Planning a discounted rate. See figures below:

Normal rate 2 users ...\$590.00
10 Users = 10 divided by 2 = 5
5 x 590.00 = \$2950.00

Discounted Rate for Hidalgo County Planning

1st ... Two Users = 590.00
2nd " " = 227.50
3rd " " = 227.50
4th " " = 227.50
5th " " = 227.50 227.50 x 4 = 910.00

1st Two Users @ 590.00 + 2nd, 3rd, 4th, 5th Two Users @ 910.00 = 1500.00

Thank you and we appreciate your business.

Respectfully,
Carson Map Company, Inc.

Reg # 167904



CARSON MAP COMPANY

P.O. BOX 4702

McAllen, TX 78502

TELEPHONE (956) 797-1514

INVOICE

IN ACCOUNT WITH:

INVOICE NUMBER: 0008202-IN
INVOICE DATE: 11/13/09

Hidalgo County IT Department
RE: Hidalgo Planning Dept.

P.O. Box 207
Edinburg

CUSTOMER NO: 06-00000065

TX
78540

QUANTITY	DESCRIPTION	AMOUNT
1.000	HIDALGO ON-LINE / 10 users	1,500.00
HIDALGO ON-LINE for the period: 1/1/2010 thru 12/31/2010. Thank you. INVOICE TOTAL:		
FREIGHT:		.00
SALES TAX:		.00
TOTAL		1,500.00

ORIGINAL INVOICE

AI-19195

11.F.

**Requesting approval of invoice for Dannenbaum
CC CONSENT**

Date: 01/12/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of Request for Payment of Invoice No. 425551/10/XV in the amount of \$2,285.20, from Dannenbaum Environmental Corp., contracted engineer for the "Landfill Project."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1334-432-00-123-022-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds in P.O. #630814 as of 01/07/10 is \$39,937.27.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/29/2009 04:52 PM	APRV
2	Budget & Management	Erika Zamora	12/30/2009 08:21 AM	APRV
3	Perla Lopez	Perla Lopez	01/07/2010 04:29 PM	APRV
4	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Rocio Villarreal
Started On: 12/29/2009 11:52 AM
Final Approval Date: 01/08/2010

HIDALGO COUNTY
MONTHLY PROGRESS PAYMENT INVOICE
FOR CONSULTING ENGINEER'S SERVICES

SIGN: _____

REQ# 164551

PO# 630814

CONTINUATION OF THE COUNTYWIDE LANDFILL PROJECT - WORK AUTHORIZATION NO. 1 (PH 2F)
PHASE 2F: ASSISTANCE TO THE LEGAL TEAM TO OBTAIN APPROVAL OF EYHORN SUBDIVISIONS NO. 1 AND NO. 2
FROM THE TEXAS RAILROAD COMMISSION
CONTRACT NO. C-06-215-05-23

DANNENBAUM ENVIRONMENTAL CORPORATION

DATE: JANUARY 6, 2010

DEC PROJ. NO.: 425551

PURCHASE ORDERS # 570305 & # 576042

INVOICE NO: 425551/10/XV

INVOICE PERIOD THRU NOVEMBER 30, 2009

DEC TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	<u>WORK AUTHORIZATION NO. 1</u>						
100	Preparation of Response to Interrogatives	SPECIAL	\$8,648.84	100.00%	\$8,648.84	\$8,648.84	\$0.00
200	Research and Copies - Motion for Discovery	SPECIAL	\$6,295.36	100.00%	\$6,295.36	\$6,295.36	\$0.00
300	Testimonials at Hearings	SPECIAL	\$9,440.00	100.00%	\$9,440.00	\$9,440.00	\$0.00
400	Staff Depositions	SPECIAL	\$4,550.00	100.00%	\$4,550.00	\$4,550.00	\$0.00
500	Other Direct Costs	SPECIAL	\$4,477.50	100.00%	\$4,477.50	\$4,477.50	\$0.00
600	Supplemental Agreement No. 1 - Additional Services pertaining to Legal Assistance - Railroad Commission Hearing, Austin, TX	SPECIAL	\$16,473.26	100.00%	\$16,473.26	\$16,473.26	\$0.00
	Hollis Rutledge & Associates, Inc. - Supp. Agmt No. 1	SPECIAL	\$5,000.00	100.00%	\$5,000.00	\$5,000.00	\$0.00
700	Supplemental Agreement No. 2 - Additional Services pertaining to Legal Assistance - Obtain approval from the Railroad Comm.	SPECIAL	\$10,000.00	100.00%	\$10,000.00	\$10,000.00	\$0.00
800	Supplemental Agreement No. 3 - Additional Services pertaining to Legal Assistance - Obtain FINAL APPROVAL from the Railroad Comm.	SPECIAL	\$10,000.00	100.00%	\$10,000.00	\$10,000.00	\$0.00
900	Supplemental Agreement No. 4 - Additional Services pertaining to the development of roadway & utilities to meet Texas Railroad Comm. approvals (see next page)	SPECIAL	\$42,799.00	12.03%	\$5,146.93	\$2,861.73	\$2,285.20
	SUBTOTALS		\$117,683.96	68.01%	\$80,031.89	\$77,746.69	\$2,285.20
	TOTAL FEE						\$2,285.20

INVOICE RECEIVED BY

TRU ON 1/11/10

GOODS/SERVICES RECEIVED BY

Com. Revs ON 1/11/10

9-1334-432-00-123-123-022-0334

HIDALGO COUNTY
MONTHLY PROGRESS PAYMENT INVOICE
FOR CONSULTING ENGINEER'S SERVICES

CONTINUATION OF THE COUNTYWIDE LANDFILL PROJECT - WORK AUTHORIZATION NO. 1 (PH 2F)
PHASE 2F: ASSISTANCE TO THE LEGAL TEAM TO OBTAIN APPROVAL OF EYHORN SUBDIVISIONS NO. 1 AND NO. 2
FROM THE TEXAS RAILROAD COMMISSION
CONTRACT NO. C-06-215-05-23

DANNENBAUM ENVIRONMENTAL CORPORATION

DATE: JANUARY 6, 2010

DEC PROJ. NO.: 425551

PURCHASE ORDERS # 570305 & # 576042

INVOICE NO: 425551/10/XV

INVOICE PERIOD THRU NOVEMBER 30, 2009

DEC TASK	DESCRIPTION OF WORK TASK	TYPE OF SERVICE	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	<u>SUPPLEMENTAL AGREEMENT NO 4 ONLY - DEVELOPMENT OF ROADWAY & UTILITIES TO MEET TEXAS RAILROAD COMM. APPROVALS</u>						
900	<u>Project Start up and Coordination</u>						
	Meeting with Client to discuss project responsibilities	SPECIAL	\$317.19	100.00%	\$317.19	\$317.19	\$0.00
	Coordination meetings with Hidalgo County ROW	SPECIAL	\$317.19	100.00%	\$317.19	\$0.00	\$317.19
	Coordination meetings with Hidalgo County Drainage District	SPECIAL	\$317.19	100.00%	\$317.19	\$0.00	\$317.19
	Coordination meetings with Precinct 4	SPECIAL	\$456.11	100.00%	\$456.11	\$456.11	\$0.00
	<u>Development and Roadway and Utilities to Meet Texas Railroad Commission Approval(s)</u>						
	Cover Sheet / Index / General Notes	SPECIAL	\$1,011.79	5.00%	\$50.59	\$0.00	\$50.59
	Existing / Proposed Typical Sections	SPECIAL	\$585.77	5.00%	\$29.29	\$0.00	\$29.29
	Plan and Profile Sheets (18.056 LF)	SPECIAL	\$12,363.78	5.00%	\$618.19	\$0.00	\$618.19
	Cross Section Sheets	SPECIAL	\$7,418.28	5.00%	\$370.91	\$0.00	\$370.91
	SW3P Plans	SPECIAL	\$4,227.76	5.00%	\$211.39	\$0.00	\$211.39
	Detail Sheet	SPECIAL	\$585.77	5.00%	\$29.29	\$0.00	\$29.29
	Specifications	SPECIAL	\$826.55	5.00%	\$41.33	\$0.00	\$41.33
	QA/QC	SPECIAL	\$1,986.46	5.00%	\$99.32	\$0.00	\$99.32
	<u>Amending of the Plat</u>						
	Coordination meeting with Hidalgo County Engineer - General Plat Notes and Restrictions	SPECIAL	\$213.01	100.00%	\$213.01	\$213.01	\$0.00
	Modify Drawings - Plat Drawing / Plat notes and Restrictions / Topography Map and Drainage Map - as per RR Comm. Approval	SPECIAL	\$1,875.42	100.00%	\$1,875.42	\$1,875.42	\$0.00
	Modify Metes and Bounds Description to reflect current owner - Hidalgo County, Texas	SPECIAL	\$916.87	10.00%	\$91.69	\$0.00	\$91.69
	Revise Drainage Report to reflect Amended Plat	SPECIAL	\$291.72	0.00%	\$0.00	\$0.00	\$0.00
	Submit Preliminary Plat for Review	SPECIAL	\$108.82	100.00%	\$108.82	\$0.00	\$108.82
	Attend meetings - P&Z / Commissioner Court / Subdivision Advisory Board for final Approval	SPECIAL	\$1,847.58	0.00%	\$0.00	\$0.00	\$0.00
	<u>Special Services - Surveying</u>	SPECIAL	\$6,383.24	0.00%	\$0.00	\$0.00	\$0.00
	<u>Direct Expenses</u>	SPECIAL	\$748.50	0.00%	\$0.00	\$0.00	\$0.00
	SUBTOTALS		\$42,799.00	12.03%	\$5,146.93	\$2,661.73	\$2,285.20
	TOTAL FEE - SA #4						\$2,285.20

Approval to Utilize COOP's CC CONSENT

Date: 01/12/2010
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Approval to utilize the following cooperative purchasing vendors (as listed in detailed in Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: VARIOUS
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 No funding required at this time. Purchases on an as needed basis. rc
 Departments must have funding for purchases

Attachments

Link: [exhibit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 01:03 PM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 01:31 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/08/2010 03:53 PM	APRV
4	Auditor's Office	Linda Fong	01/08/2010 05:08 PM	APRV
5	Dina Trevino		01/08/2010 05:41 PM	NEW
Form Started By: Matilde Faz			Started On: 01/06/2010 10:38 AM	
Final Approval Date: 01/08/2010				

“EXHIBIT A”

Buyboard;

Vendor	Contract Description	Contract
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insko Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07

Toshiba Business Solutions	Copiers & Supplies	299-08
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07

DIR;

Vendor	Contract Description	Contract
A T & T	Cisco Networking Equipment	233
	Networking Services	826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
		592
		673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	236
		235
		838
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing	Computer Equipment, Software, Components, Peripherals & Software	251
		600
		568
		890
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264
SHI Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
SHI Government Solutions	Purchase or Various Software	1009
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223

TXMAS;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-711030
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
Datum Filing Systems Inc.	Office Furniture	5-711010
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC- Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091

TCPN;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	R-4713
M & A Technology	Computer Equipment, Software, Components, Peripherals & Software	R-4721
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
Xerox	Xerox Supplies	R-4662

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05

AI-19283

11.H.

Requesting approval of Payment No. 13 for Alcocer Garcia on the Construction of Pavillion and Meeting Hall for Pct 3

CC CONSENT

Date: 01/12/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Payment for Request No. 13 in the amount of \$1,028.10, from Alcocer Garcia Associates, Inc., contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1302-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds in P.O. #594477 as of 1/7/2010 is \$2,056.21.

Attachments

Link: [Invoice No. 13](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/07/2010 12:43 PM	APRV
2	Budget & Management	Erika Zamora	01/07/2010 12:57 PM	APRV
3	Perla Lopez	Perla Lopez	01/07/2010 01:53 PM	APRV
4	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Rocio Villarreal
Started On: 01/06/2010 04:26 PM
Final Approval Date: 01/08/2010

ARCHITECTS PROFESSIONAL SERVICES**REQUEST FOR PAYMENT NO. 13**

SIGN: _____

REQ# 121451PO# 594477

TO OWNER: COUNTY OF HIDALGO, TEXAS
100 E. Cano, 2nd Floor, Edinburg, TX 78539
PROJECT NAME: PRECINCT 3 MEETING HALL/PAVILION
CONTRACT NO.: C-07- P.O. NO.: 594477
FROM: ALCÓCER GARCIA ASSOCIATES, INC. (EIN:26-4262500)
ADDRESS: 1333 E. JASMINE AVENUE, McALLEN, TX 78501

Basic Services Contract Amt.: \$ 82,248.07

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	\$8,224.80	100%	\$8,224.80	\$8,224.80	\$0.00
Design Development Phase 10 %	\$8,224.80	100%	\$8,224.80	\$8,224.80	\$0.00
Construction Documents Phase 50%	\$41,124.05	100%	\$41,124.05	\$41,124.05	\$0.00
Bidding Phase 5%	\$4,112.40	100%	\$4,112.40	\$4,112.40	\$0.00
Construction Phase 25%	\$20,562.02	95%	\$19,533.91	\$18,505.81	\$1,028.10
Additional Services	\$0.00				\$0.00
Reimbursable Expenses	\$3,432.55	100%	\$3,432.55	\$3,432.55	\$0.00
TOTAL	\$85,680.62		\$84,652.51	\$83,624.41	\$1,028.10

I certify that the above is true and correct to the best of my knowledge.

AGA, Inc.

December 7, 2009

JAN. 06, 2010

DATE

Owner

Date

INVOICE RECEIVED BY

ON 1/6/10

GOODS/SERVICES RECEIVED BY

ON

9-1302-451-22-133-068-0-720

AI-19285

11.I.

Approval of Invoice Nos.11323276;11323282;11323277-L&G Engineering-Pct.

#3 Projects

CC CONSENT

Date: 01/12/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance, and approval of the following invoices submitted by contracted/projected engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11323276-\$21,796.00 for "FM 681;From FM 2221 to SH 107-C-09-192-06-08;
2. Invoice No. 11323282- \$8,455.00 for "La Homa" - C-08-031-02-12;
3. Invoice No. 11323277- \$8,090.00 for "FM 681 Project; From FM 2221/FM 492" - C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323276: Available funds in P.O. #625224 as of 1/7/2010 is \$1,292,584.00.

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-123-045-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323282: Obj. Code 731 Available funds in P.O. #600650 as of 1/7/2010 is \$121,160.00.

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-123-071-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

For Invoice No. 11323277: Available funds in P.O. #625225 as of 1/7/2010 is \$672,068.40.

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/07/2010 12:50 PM	APRV
2	Budget & Management	Erika Zamora	01/07/2010 12:57 PM	APRV
3	Perla Lopez	Perla Lopez	01/07/2010 04:23 PM	APRV
4	Auditor's Office		01/08/2010 05:41 PM	NEW

Form Started By: Rocio Villarreal
Started On: 01/06/2010 04:37 PM
Final Approval Date: 01/08/2010

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323276
INVOICE DATE: 12/31/09

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13002-ROW Map	6,200.00	5,580.00		5,580.00	90.0	620.00
13020-ROW Map/Sub	158,100.00	142,290.00		142,290.00	90.0	15,810.00
15001-Surv.Plans&Des	677.32				0.0	677.32
15010-Field Srvy/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-Rdwy Design	365,920.00	109,776.00	18,296.00	128,072.00	35.0	237,848.00
16102-Hydraulic Dsgn	40,000.00	8,000.00	2,000.00	10,000.00	25.0	30,000.00
16104-Outfall Dsgn	40,000.00	6,000.00		6,000.00	15.0	34,000.00
16201-Signing	20,000.00				0.0	20,000.00
16202-Pvmt Marking	16,000.00				0.0	16,000.00
16230- Signal/Illum	81,509.43				0.0	81,509.43
16302-Traf Cntrl Pln	30,000.00	25,500.00		25,500.00	85.0	4,500.00
16304-Irrigation	30,000.00	12,000.00		12,000.00	40.0	18,000.00
16306-Qty Specs	30,000.00	6,000.00		6,000.00	20.0	24,000.00
16307-Utilities	30,000.00	21,000.00	1,500.00	22,500.00	75.0	7,500.00
32001-Const. Mgmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	246,352.83				0.0	246,352.83
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	448,028.60	21,796.00	469,824.60	27.0	1,270,788.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323276
INVOICE DATE: 12/31/09
PAGE: 2

SIGN: _____

REQ# 156841

PO# 625224

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501

FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
ORIGINAL CONTRACT SUM						\$ 1,740,612.60
CHANGE BY CHANGE ORDER						\$ 0.00
CONTRACT SUM TO DATE						\$ 1,740,612.60
TOTAL COMPLETED TO DATE						\$ 469,824.60
LESS PREVIOUS INVOICES						\$ 448,028.60
CURRENT PAYMENT DUE						\$ 21,796.00


PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
AK ON 1/6/10
GOODS/SERVICES RECEIVED BY
ON _____

9-1315-431-00-123-070-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323282
INVOICE DATE: 12/31/09

SIGN: _____

REQ# 128 644

PO# 600650

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 080301

La Homa

P.O. Box 607

Mission, TX 78572

Contract# C-08-031-02-12

PO# 600650

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Dsgn Schematic	157,500.00	157,500.00		157,500.00	100.0	
12002-EA Reports	55,000.00	41,250.00		41,250.00	75.0	13,750.00
12003-Public Invt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA, Report/Sub	20,000.00	20,000.00		20,000.00	100.0	
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
15020-Rdwy Dgn/Sub	4,150.00	4,150.00		4,150.00	100.0	
16001-Rdwy Design	267,350.00	226,800.00		226,800.00	84.8	40,550.00
16101-Drainage	116,000.00	107,100.00	3,100.00	110,200.00	95.0	5,800.00
16207-Sgn, Pvmt, Markg	24,200.00	20,570.00		20,570.00	85.0	3,630.00
16250-Iso Signal/Sub	52,000.00	36,400.00		36,400.00	70.0	15,600.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	64,260.00	3,780.00	68,040.00	90.0	7,560.00
16304-Irrigation	31,500.00	26,775.00	1,575.00	28,350.00	90.0	3,150.00
16306-Qty Specs	18,900.00	16,065.00		16,065.00	85.0	2,835.00
16307-Utilities	63,000.00	53,550.00		53,550.00	85.0	9,450.00
16400-Contract Mgmt	31,500.00	27,720.00		27,720.00	88.0	3,780.00
TOTALS:	1,033,500.00	910,340.00	8,455.00	918,795.00	88.9	114,705.00

ORIGINAL CONTRACT SUM \$ 1,033,500.00
CHANGE BY CHANGE ORDER \$ 0.00
CONTRACT SUM TO DATE \$ 1,033,500.00
TOTAL COMPLETED TO DATE \$ 918,795.00
LESS PREVIOUS INVOICES \$ 910,340.00

CURRENT PAYMENT DUE \$ 8,455.00


PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
AK ON 1/6/10
GOODS/SERVICES RECEIVED BY
ON 12/31/09

9-1336-431-00123-045-0-711

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323277
INVOICE DATE: 12/31/09

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502

FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of December 2009.						
13020-ROW Map/Sub	99,200.00	89,280.00		89,280.00	90.0	9,920.00
15001-Surv.Plans&Des	16,611.68				0.0	16,611.68
15010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-Rdwy Design	126,800.00	38,040.00	6,340.00	44,380.00	35.0	82,420.00
16102-Hydraulic Dsgn	20,000.00	4,000.00	1,000.00	5,000.00	25.0	15,000.00
16104-Outfall Dsgn	20,000.00	3,000.00		3,000.00	15.0	17,000.00
16201-Signing	10,000.00				0.0	10,000.00
16202-Pvmt Marking	8,000.00				0.0	8,000.00
16230-Signal/Ill Sub	38,490.57				0.0	38,490.57
16302-Traf Cntrl Pln	15,000.00	12,750.00		12,750.00	85.0	2,250.00
16304-Irrigation	15,000.00	6,000.00		6,000.00	40.0	9,000.00
16306-Qty Specs	15,000.00	3,000.00		3,000.00	20.0	12,000.00
16307-Utilities	15,000.00	10,500.00	750.00	11,250.00	75.0	3,750.00
32001-Const. Mgmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	203,117.00	8,090.00	211,207.00	24.1	663,978.40

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323277
INVOICE DATE: 12/31/09
PAGE: 2

SIGN: _____
REQ# 156846
PO# 625225

BILL TO: 08

Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502

FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
						ORIGINAL CONTRACT SUM \$ 875,185.40
						CHANGE BY CHANGE ORDER \$ 0.00
						CONTRACT SUM TO DATE \$ 875,185.40
						TOTAL COMPLETED TO DATE \$ 211,207.00
						LESS PREVIOUS INVOICES \$ 203,117.00
						CURRENT PAYMENT DUE \$ 8,090.00


PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
AK ON 1/6/10
GOODS/SERVICES RECEIVED BY
ON _____

9-1315-431-00-123-071-0-84