AI-19552 **6.D.**

Claim of Eloisa Cuate

CC REGULAR

Date:	01/26/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Eloisa Cuate

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2010 09:51 AM	APRV
2	Auditor's Office	Linda Fong	01/21/2010 03:09 PM	APRV
3	Purchasing Department		01/22/2010 05:50 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/21/2010 09:06 AM

Final Approval Date: 01/22/2010

AI-19553 **7.D.**

Claim of Eloisa Cuate

CC REGULAR

Date:	01/26/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Eloisa Cuate

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2010 09:51 AM	APRV
2	Auditor's Office	Linda Fong	01/21/2010 03:10 PM	APRV
3	Purchasing Department		01/22/2010 05:50 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/21/2010 09:08 AM

Final Approval Date: 01/22/2010

AI-19406 **10.B.**

Presentation of 2010 County Photography Contest Winners

CC REGULAR

Date:	01/26/2010
Submitted By:	Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation of 2010 County Photography Contest Winners

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 11:50 AM	APRV
2	Auditor's Office	Linda Fong	01/21/2010 03:10 PM	APRV
3	Purchasing Department		01/22/2010 05:50 PM	NEW
Form Started By: Karina Cardoza			Started On: 01/13/2010 11:21 AM	
Final Approval Date: 01/22/2010				

AI-19523 **10.C.**

Interlocals with Cities (Libraries)

CC REGULAR

Date:	01/26/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Library Interlocal Agreements between Hidalgo County and the following cities: Alamo, Donna, Edinburg, Elsa, Hidalgo, La Joya, McAllen, Mercedes, Mission, Pharr, San Juan, and Weslaco

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-455-00-115-035-0-841

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

BUDGETARY IMPACT:

$235,000.00 available balance as of 01/21/09. rc

Attachments

Link: ALAMO
Link: DONNA
Link: EDINBURG
Link: ELSA
Link: HIDALGO
Link: LA JOYA
Link: MCALLEN
Link: MERCEDES
Link: MISSION
Link: PHARR
Link: SAN JUAN
Link: WESLACO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2010 11:39 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/21/2010 12:00 PM	APRV
3	Auditor's Office	Linda Fong	01/21/2010 03:24 PM	APRV

4	Dina Trevino	Erika Zamora	01/22/2010 03:21 PM	APRV
5	Purchasing Department		01/22/2010 05:50 PM	NEW

Form Started By: Angela Garcia Started On: 01/20/2010 10:24 AM

Final Approval Date: 01/22/2010

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter “County”, or “the County”) and the **City of Alamo, Texas** (hereinafter “City” or “the City”) in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter “HCLS”) pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City’s library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Alamo, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Donna, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Donna, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Edinburg, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Edinburg, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Elsa, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Elsa, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Hidalgo, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Hidalgo, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter “County”, or “the County”) and the **City of La Joya, Texas** (hereinafter “City” or “the City”) in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter “HCLS”) pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City’s library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of La Joya, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of McAllen, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of McAllen, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter “County”, or “the County”) and the **City of Mercedes, Texas** (hereinafter “City” or “the City”) in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter “HCLS”) pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City’s library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Mercedes, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Mission, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Mission, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Pharr, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives ComMission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Pharr, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of San Juan, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives ComMission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

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WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of San Juan, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
HIDALGO COUNTY LIBRARY SYSTEM

This Agreement is made on this _____ day of _____, 2010, by and between **Hidalgo County, Texas** (hereinafter "County", or "the County") and the **City of Weslaco, Texas** (hereinafter "City" or "the City") in accordance with the provisions of Chapter 791, Tex. Government Code, Annotated; and Chapter 323, Texas Local Government Code, Annotated; as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS") pursuant to authority granted under Chapter 323, Texas Local Government Code (Chapter 323); and

WHEREAS, the City wishes to participate as a member of HCLS; and

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County, pursuant to Texas Government Code 323.011; and

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances; and

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City in defraying the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, the County and City agree as follows:

1. The County, beginning with its 2010 fiscal year, shall annually budget and allocate funding for the City's library, in accordance with an allocation formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular session. Funds disbursed to the City shall be in consideration for the City agreeing to permit its library to assume the functions of a county library within Hidalgo County. Funds budgeted pursuant to this paragraph and HCLS provisions shall be used by HCLS; or in the case of direct County funding to the City, by the City, to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software. HCLS and the City agree to comply with all purchasing laws, policies and procedures of their respective entities and the State of Texas.

2. The City agrees to maintain and operate its city library in accordance with the standards of the Texas State Library System Act, and Chapter 323; and specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives ComMission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or Interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for all activities conducted under the terms of this Agreement.

4. The Personnel of the City shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. The term of this Agreement shall commence from the first day of January, 2010 and shall continue until December 31, 2010; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance notice to the other party.

6. The City agrees to give County and its authorized representatives access to, and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

WITNESS the hands of the parties to this agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

ATTEST: By: _____

_____
Arturo Guajardo, Jr., County Clerk

City of Weslaco, TEXAS

By: _____
Printed name: _____
Title: _____

ATTEST:

_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AI-19556 **10.D.**

Workforce Solutions Agreement

CC REGULAR

Date:	01/26/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Agreement between Hidalgo County and Workforce Solutions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/22/2010 10:33 AM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 03:49 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW
Form Started By: Erika Reyna			Started On: 01/21/2010 09:56 AM	
Final Approval Date: 01/22/2010				

Workforce Solutions
Work Experience Agreement

Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000

Workforce Solutions is an equal opportunity employer/program
TDD/TTY 1-800-735-2989
Auxiliary Aids and Services Available Upon Request to Individuals with Disabilities

Dear Employer:

Welcome and thank you for your participation in the Workforce Solutions Work Experience Program! Your commitment will enable our customers to gain valuable work experience that will help define their long-term career and educational goals. Placement at your site will provide our customers with the opportunity to explore career possibilities in expressed fields of interest, while providing you the opportunity to observe their potential at no monetary expense to your business during the contract period.

As an employer, you will be providing training, leadership, role modeling, guidance about the work place and career exploration. We appreciate that you have agreed to be part of our Program and we acknowledge the potential that this partnership promises to build within our community. You are helping to contribute to our goal of further developing personal and professional strengths within the future employees of the Lower Rio Grande Valley.

We are hopeful that this partnership will be a lasting one so a member of our staff will be acting as a work-site facilitator to answer any questions or address any concerns that you might have regarding our customers.

We are confident that this partnership will be a positive and rewarding experience for everyone involved. Thank you for supporting our vision and please do not hesitate to contact your work-site facilitator should you have any questions or need any assistance.

Sincerely,

Leonel J. Lozano
Workforce Solutions
Employer Services Representative

WORKFORCE SOLUTIONS
WORK EXPERIENCE
AGREEMENT

I. Parties to the Agreement

Workforce Solutions
3101 W Business 83
McAllen, Texas 78501
(956) 928-5000

Contact Person: Leonel J. Lozano

Employer:
Address:
City:
State:
Zip:
Phone:

Assigned Supervisor's Name:
Effective date of Contract: ----------

This agreement is made between **Workforce Solutions authorized agent,** and

. hereafter, referred to as "employer", for Work Experience participation under the Workforce Investment Act & Personal Responsibility Act.

For Office Use Only:

Industry: _____

Youth Contract #:_____ Adult Contract #:_____

II. Purpose of the Program

The purpose of the Workforce Solutions Work Experience activity is to provide opportunities to customers with limited or no work experience and effective comprehensive services that improve leadership abilities and provide customers with exposure to the world of work, these services will improve employability of customers to ensure self-sufficiency is achieved.

This program serves Youth (ages 16 to 21) and Adults (ages 18 and older). Wages are paid by Workforce Solutions (except as stated under IX.1) Employer is not required to retain the customer upon completion of the program but is encouraged to consider retaining the customer.

III. Employer Conditions and Requirements

The following responsibilities are made a part of this agreement.

1. Employer's assigned supervisor(s) must go through a supervisor's orientation.
2. Submit a written job description/expected performance (will become part of agreement).
3. Provide supervision (and if required), safety training, supplies and equipment to perform the work.
4. Accurately report work hours using workforce supplied time sheets.
6. Evaluate each customer's performance.
7. Contact Workforce Solutions contact person when customer or training related problems occur.
8. Notify Workforce Solutions if or when change in supervision occurs.
9. An Employer:
    - May not displace a current employee to replace with a Work Experience Customer (including partial displacement such as reduction in the hours or overtime work, wages, or employment benefits).
    - May not assign customers to perform work that: a.) engages in political patronage, lobbying or other political activities; b.) are of a religious or anti-religious facility; or c.) to any tasks not allowed under Child Labor Laws.
    - Must comply with the Non-Traditional Employment Act of 1991.
    - May not compromise existing contracts for services or collective bargaining agreement, and the Work Experience customer may not be inconsistent with the terms of any collective bargaining agreement without the written concurrence of the labor organization.
    - Shall not use a customer to fill a job opening (1) when another individual is on layoff from the same or substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by utilizing Work Experience whose wages are subsidized at current minimum wage level
    - No employer officer or employee will allow the placement of a member of his/her immediate family under his/her supervision. Immediate family includes: wife, husband, mother, father, brother, sister, son, daughter, brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, niece, step-parent or step-child.
    - May not create jobs for customer in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
    - A Work Experience Customer will not be denied training or other job opportunities and benefits because of race, color, sex, national origin, disability, political affiliation or beliefs, or age.
    - Shall comply with the Americans with Disabilities Act (ADA), and the Drug Free Work Place Act.

IV. Workforce Solutions' Responsibilities

Workforce Solutions will:

1. Provide group or individual orientation to employer's assigned supervisor(s), prior to the assignment of a customer.
2. Provide customer compensation for hours worked (refer to section IX of this agreement)
3. Provide coverage under Texas Workers Compensation
4. Determine accomplishments to be achieved by customer, in coordination with employer
5. Conduct a survey for compliance with the ADA.
6. Assign a single point of contact assigned to this agreement for questions/concerns.

V. Termination of Customer

Customer(s) must adhere to Employer's personnel policies. An employer can request that a customer be terminated, for just cause, at any time. Workforce Solutions is available at all times should problems arise, and will attempt to resolve the problem to the employer's satisfaction.

VI. Accidents (Worker's Compensation)

Workforce Solutions covers the customer's worker's compensation insurance in the event an accident occurs on the employer's work-site. In case of an accident, the employer must ensure medical services are rendered immediately and notify emergency contact persons. Employer must also notify Workforce Solutions and Express Employment Professionals, (Lola Hernandez or Carmen Gaitan) at 956-664-9675 within 24hrs of any accident.

VII. Customer Evaluations

Workforce Solutions and worksite supervisor will conduct a joint evaluation of customer's performance every ninety days while enrolled in the program.

PROCEDURES FOR EVALUATION:

1. The same supervisor must evaluate the customer throughout the work experience period, unless a change in supervisors occurs and is documented.
2. Customer must remain performing the same work throughout the evaluation period.
3. A final evaluation must be completed for each participant at the conclusion of their employment experience.

VIII. Monitoring Activities

Workforce Solutions will monitor work site for:

1. Procedures and/or controls to record and maintain accurate time and attendance records.
2. Completed evaluations.
3. General work conditions (safety, sanitary, etc.).
4. Supervisor to customer ratio (if applicable) and presence of supervision.
5. Status of work-site as an equal employment opportunity employer, and compliance with ADA.

IX. Customer Compensation

1. Workforce Solutions does not pay overtime and Holiday hours for customers.
2. Customers will be compensated in accordance with the Fair Labor Standards Act.

X. Other

1. All forms incorporated herein by reference shall be construed as part of this agreement.
2. Workforce Solutions reserves the right to remove customers from Employer's worksite(s) if any EEOC violations occur.

Termination of Agreement

This agreement is in effect, when the signatures of duly authorized representatives of the Work Site Training Provider and Workforce Solutions are affixed, and shall be in force until terminated in writing by either party.

_____	_____
Employer Authorized Signature/Date	Workforce Solutions Authorized Signature/Date
	Leonel J. Lozano
_____	Employer Services Representative
Authorized Representative	Authorized Representative
(Type/Print Name/Title)	(Type/Print Name/Title)

WorkFORCE Solutions

WORK EXPERIENCE TRAINING SUPERVISOR ORIENTATION

Work Experience is a training and work experience opportunity involving placement of a WorkFORCE Solutions program participant in a subsidized position with designated hours, tasks and staff supervision. The purpose of Work Experience training is to improve the employability of a participant who has been unable to secure employment due to their limited work history, skills or education. Work Experience training provides an actual "hands on " training and employment experience relevant to the participant's employment goals. In addition to learning about specific job skills, participants also gain experience as an "employee" and learn about work place expectations and behaviors. The goal of the Work Experience training is to provide the participant an opportunity to acquire marketable work skills and training, which they can utilize to secure unsubsidized employment.

As a supervisor, your objective is to provide meaningful training and work experiences that will increase skills, instill work ethics, encourage responsibility and expand the knowledge of the world of work for the participant.

As a supervisor you will be expected to be a positive mentor and role model who encourages the participant to succeed in this training opportunity. The partnership of the supervising team will determine the degree of success for this program, its participants, the community and our future workforce.

The information listed below has been included in the supervisor orientation.

- The review and understanding of the Work Experience Training Agreement and all required forms for placement
- Supervisor responsibilities and understanding of EEO Laws, grievance procedures and injury reporting procedures
- Time sheet verification
- Telephone number of Employer Development Specialist/Career Counselor, and emergency telephone number for accident reporting.

I have attended the supervisor orientation for the Work Experience Training Program and accept the responsibilities and objectives of the program. I further understand that the placement of a person in subsidized work experience cannot occur until a Placement Authorization Form has been signed and delivered with other required documentation as noted in the Work Experience Agreement.

_____ _____

Supervisor's Signature Date

_____ _____

Alternate Supervisor's Signature Date

_____ _____

ESR Signature Date

Auxiliary Aids and Services are available upon request to individuals with disabilities. Equal Opportunity Employer/ Program
Relay Texas: 1-800-735-2989 (TDD) and 1-800-735-2988 (Voice) www.wfsolutions.com

AI-19565 **11.A.**

Request for Employee Transfers
CC REGULAR

Date:	01/26/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Sheriff
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff (1100) / Courthouse Security (1241):
1. Approval of employee transfers as follows, as per section 3.49 of the Civil Service Commission Rules:

	From		To		
Employee No.	**Dept.**	**Slot No.**	**Dept.**	**Slot No.**	**Budgeted Salary**
120758	Courthouse Sec. (115-044)	011	Sheriff (280-001)	067	$43,263.00
155241	Sheriff (280-001)	067	Courthouse Sec. (115-044)	011	$39,330.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: analysis
Link: revised salary sch
Link: revised salary sch

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/22/2010 04:48 PM	APRV
2	Budget & Management	Erika Zamora	01/22/2010 04:52 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/22/2010 04:58 PM	APRV
4	Ivan Cantu	Ivan Cantu	01/22/2010 05:30 PM	APRV
5	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Rosie Cantu — Started On: 01/21/2010 01:22 PM

Final Approval Date: 01/22/2010

Employee Transfer Budget Analysis
for
Sheriff's Office/ Courthouse Security

FISCAL IMPACT TO SHERIFF'S BUDGET

ACCOUNT NO./ NAME	EMPLOYEE NO.	SLOT NO.	POSITION TITLE	Budgeted Salary	Longevity Pay	Supplemental Pay	Total Compensation
X-1100-421-00-280-001-0 SHERIFF-	155241	067	Deputy Sheriff Step II	$ 39,330.00	$ 120.00	$ 1,200.00	$ 40,650.00
X-1241-421-23-115-044-0-XXX COURTHOUSE SECURITY-	120758	011	Sr. Deputy Sheriff Step II	$ 43,263.00	$ 420.00	$ -	$ 43,683.00
			VARIANCE	**$ 3,933.00**	**$ 300.00**	**$ (1,200.00)**	**$ 3,033.00**

***Difference in budgeted salary and allowances to be funded from within Sheriff's Budget.

FISCAL IMPACT TO COURTHOUSE SECURITY

ACCOUNT NO./ NAME	EMPLOYEE NO.	SLOT NO.	POSITION TITLE	Budgeted Salary	Longevity Pay	Supplemental Pay	Total Compensation
X-1100-421-00-280-001-0 SHERIFF-	155241	067	Deputy Sheriff Step II	$ 39,330.00	$ 120.00	$ 1,200.00	$ 40,650.00
X-1241-421-23-115-044-0-XXX COURTHOUSE SECURITY-	120758	011	Sr. Deputy Sheriff Step II	$ 43,263.00	$ 420.00	$ -	$ 43,683.00
			VARIANCE	**$ (3,933.00)**	**$ (300.00)**	**$ 1,200.00**	**$ (3,033.00)**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1241-421-23-115-044-0-

AI - 19565

COURTHOUSE SECURITY

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	600.00	0.00	0.00	42,580.00
0002	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0003	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0004	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
0005	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,560.00	0.00	1,200.00	0.00	0.00	47,537.00
0006	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	0.00	0.00	0.00	45,437.00
0007	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0008	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0009	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0010	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	960.00	0.00	1,200.00	0.00	0.00	45,423.00
		DEPUTY SHERIFF STEP II						**(3,933.00)**	**39,330.00**	**39,330.00**	**120.00**		**1,200.00**			**40,650.00**
~~0011~~	**~~113~~**	**~~SR. DEPUTY SHERIFF STEP II~~**	**~~43,263.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0~~**	**~~0.00~~**	**~~0.00~~**	**~~43,263.00~~**	**~~43,263.00~~**	**~~420.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~43,683.00~~**
0012	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0013	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	0.00	31,646.00	31,646.00	0.00	0.00	0.00	0.00	0.00	31,646.00
0014	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	0.00	31,646.00	31,646.00	480.00	0.00	0.00	0.00	0.00	32,126.00
0015	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	0.00	31,646.00	30,380.16	0.00	0.00	0.00	0.00	0.00	30,380.00
		TOTAL	607,243.00	0.00	0.00		0.00	(3,933.00)	603,310.00	602,044.16	6,420.00	0.00	9,600.00	0.00	0.00	618,064.00

Approval of employee transfers, as per section 3.49 of the Civil Service Commission Rules pending CC approval.
***Positions adhere to Law Enforcement Grade and Step Pay Plan.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-421-00-280-001-0-

AI - 19565

SHERIFF-

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	136,500.00	0.00	0.00	0	0.00	0.00	136,500.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
0002	113	CHIEF DEPUTY	85,000.00	0.00	0.00	0	0.00	0.00	85,000.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
0003	113	DIVISION COMMANDER	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
0004	113	DIVISION COMMANDER	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
0005	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
0006	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
0007	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
0008	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
0009	113	EXECUTIVE ASSISTANT	56,175.00	0.00	0.00	0	0.00	0.00	56,175.00	56,175.00	300.00	0.00	0.00	0.00	500.00	56,975.00
0010	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
0011	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
0012	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
0013	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
0014	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
0015	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
0016	113	INFORMATION TECHNOLOGY MANAGER	53,550.00	0.00	0.00	0	0.00	0.00	53,550.00	51,408.00	0.00	0.00	0.00	0.00	500.00	51,908.00
0017	113	SENIOR CRIME ANALYST	49,816.00	0.00	0.00	0	0.00	0.00	49,816.00	49,816.00	720.00	0.00	0.00	0.00	500.00	51,036.00
0018	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
0019	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,500.00	0.00	1,800.00	0.00	500.00	57,980.00
0020	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	900.00	0.00	1,200.00	0.00	0.00	56,280.00
0021	113	AUDITOR	47,857.95	0.00	0.00	0	0.00	0.00	47,857.95	47,858.00	1,740.00	0.00	0.00	0.00	0.00	49,598.00
0022	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0023	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
0024	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	480.00	0.00	600.00	0.00	0.00	47,060.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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AI - 19565

SHERIFF-

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0025	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,200.00	0.00	1,800.00	0.00	500.00	52,755.00
0026	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00
0027	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	600.00	0.00	0.00	48,849.00
0028	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
0029	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
0030	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0031	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
0032	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00
0033	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	540.00	0.00	600.00	0.00	500.00	50,895.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	46,579.05	0.00	0.00	0	0.00	0.00	46,579.05	46,579.00	1,440.00	0.00	0.00	0.00	500.00	48,519.00
0035	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0036	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	1,200.00	0.00	1,200.00	0.00	0.00	49,989.00
0037	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
0038	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00
0039	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	500.00	51,615.00
0040	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
0041	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	420.00	0.00	1,200.00	0.00	0.00	49,209.00
0042	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
0043	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
0044	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	480.00	0.00	0.00	0.00	500.00	45,114.00
0045	113	MECHANIC/ SUPERVISOR	43,363.00	0.00	0.00	0	0.00	0.00	43,363.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
0046	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,620.00	0.00	3,900.00	0.00	500.00	50,797.00
0047	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0048	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-421-00-280-001-0-

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SHERIFF-

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0049	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	500.00	47,723.00
0050	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00
0051	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,600.00	0.00	500.00	49,777.00
0052	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0053	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
0054	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
0055	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
0056	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	840.00	0.00	3,900.00	0.00	500.00	50,017.00
0057	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0058	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0059	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0060	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
0061	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0062	113	DEPUTY SHERIFF	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	36,480.00	420.00	0.00	1,200.00	0.00	0.00	38,100.00
0063	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0064	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0065	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0066	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
		SR. DEPUTY SHERIFF STEP II						**3,933.00**	**43,263.00**	**43,263.00**	**420.00**	**0.00**	**0.00**	**0.00**	**0.00**	**43,683.00**
0067	**113**	~~**DEPUTY SHERIFF STEP II**~~	**39,330.00**	**0.00**	**0.00**	**0**	**0.00**	~~**0.00**~~	~~**39,330.00**~~	~~**39,330.00**~~	~~**120.00**~~	**0.00**	~~**1,200.00**~~	**0.00**	**0.00**	~~**40,650.00**~~
0068	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0069	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0070	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0071	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00

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SHERIFF-

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0072	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0073	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0074	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,140.00	0.00	3,600.00	0.00	500.00	50,017.00
0075	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
0076	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0077	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
0078	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0079	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00
0080	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	0.00	0.00	0.00	42,160.00
0081	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0082	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
0083	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0084	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	840.00	0.00	2,100.00	0.00	500.00	48,217.00
0085	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
0086	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0087	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0088	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0089	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	3,300.00	0.00	500.00	49,297.00
0090	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0091	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0092	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
0093	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0094	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	0.00	0.00	0.00	45,437.00
0095	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00

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Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0096	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0097	113	DEPUTY SHERIFF	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	36,480.00	240.00	0.00	0.00	0.00	0.00	36,720.00
0098	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
0099	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
0100	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00
0101	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
0102	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,300.00	0.00	500.00	49,477.00
0103	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0104	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00
0105	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
0106	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0107	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0108	113	DEPUTY SHERIFF	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00
0109	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0110	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
0111	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	4,800.00	0.00	500.00	48,983.00
0112	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
0113	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	500.00	47,723.00
0114	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0115	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
0116	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0117	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	600.00	0.00	0.00	44,403.00
0118	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	600.00	0.00	0.00	44,343.00
0119	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0120	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0121	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
0122	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0123	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00
0124	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0125	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00
0126	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0127	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
0128	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0129	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0130	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0131	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	3,000.00	0.00	0.00	46,803.00
0132	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
0133	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00
0134	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0135	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0136	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	600.00	0.00	0.00	44,343.00
0137	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
0138	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0139	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0140	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
0141	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
0142	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0143	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0144	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	1,800.00	0.00	0.00	45,363.00
0145	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0146	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	660.00	0.00	1,200.00	0.00	0.00	45,123.00
0147	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0148	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0149	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0150	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0151	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,300.00	0.00	500.00	47,423.00
0152	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0153	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
0154	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0155	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
0156	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	3,300.00	0.00	500.00	47,303.00
0157	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0158	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0159	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
0160	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0161	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0162	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	1,800.00	0.00	0.00	45,483.00
0163	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0164	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0165	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	0.00	45,723.00
0166	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0167	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0168	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0169	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	2,100.00	0.00	500.00	46,403.00
0170	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0171	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	3,900.00	0.00	500.00	47,963.00
0172	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	180.00	0.00	0.00	0.00	0.00	36,660.00
0173	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0174	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	1,500.00	0.00	0.00	40,950.00
0175	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0176	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	600.00	0.00	0.00	44,283.00
0177	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	0.00	46,203.00
0178	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0179	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0180	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,500.00	0.00	0.00	39,620.00
0181	113	ACCOUNTANT	40,449.15	0.00	0.00	0	0.00	0.00	40,449.15	40,449.00	1,560.00	0.00	0.00	0.00	0.00	42,009.00
0182	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,939.90	39,940.00	720.00	0.00	0.00	0.00	0.00	40,660.00
0183	113	MECHANIC	39,940.00	0.00	0.00	0	0.00	0.00	39,940.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0184	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,939.90	39,940.00	360.00	0.00	0.00	0.00	0.00	40,300.00
0185	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,939.90	39,940.00	480.00	0.00	0.00	0.00	0.00	40,420.00
0186	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,939.90	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0187	113	MECHANIC	39,939.90	0.00	0.00	0	0.00	0.00	39,939.90	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0188	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0189	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	4,200.00	0.00	500.00	46,800.00
0190	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00
0191	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0192	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	240.00	0.00	0.00	0.00	0.00	36,720.00
0193	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
0194	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0195	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	1,200.00	0.00	0.00	40,650.00
0196	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,600.00	0.00	500.00	46,080.00
0197	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	3,600.00	0.00	500.00	43,610.00
0198	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00
0199	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
0200	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00
0201	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
0202	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0203	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
0204	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
0205	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0206	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0207	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	540.00	0.00	0.00	0.00	0.00	38,540.00
0208	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0209	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0210	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0211	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0212	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0213	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0214	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
0215	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0216	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
0217	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0218	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0219	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	1,800.00	0.00	0.00	44,020.00
0220	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0221	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
0222	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0223	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0224	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00
0225	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0226	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0227	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0228	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0229	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0230	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0231	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,800.00	0.00	0.00	39,920.00
0232	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	3,000.00	0.00	500.00	43,010.00
0233	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0234	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0235	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00
0236	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0237	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0238	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0239	113	DEPUTY SHERIFF	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	120.00	0.00	0.00	0.00	0.00	36,600.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	34,971.30	0.00	0.00	0	0.00	0.00	34,971.30	34,971.00	360.00	0.00	0.00	0.00	500.00	35,831.00
0241	113	EVIDENCE TECHNICIAN	34,834.00	0.00	0.00	0	0.00	0.00	34,834.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
0242	113	EVIDENCE TECHNICIAN	34,834.00	0.00	0.00	0	0.00	0.00	34,834.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
0243	113	PERSONNEL OFFICER	33,141.00	0.00	0.00	0	0.00	0.00	33,141.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
0244	113	SENIOR COMMUNICATION OFFICER	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
0245	113	SENIOR COMMUNICATION OFFICER	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
0246	113	SENIOR COMMUNICATION OFFICER	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	0.00	0.00	0.00	0.00	0.00	31,855.00
0247	113	QUARTER MASTER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	540.00	0.00	0.00	0.00	0.00	32,172.00
0248	113	ADMINISTRATIVE SUPPORT SUPERVISOR	33,075.00	0.00	0.00	0	0.00	0.00	33,075.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00
0249	113	BUDGET CONTROL OFFICER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	360.00	0.00	0.00	0.00	0.00	31,992.00
0250	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,166.00
0251	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0252	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	540.00	0.00	0.00	0.00	0.00	30,921.00
0253	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0254	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0255	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0256	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0257	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	1,020.00	0.00	0.00	0.00	0.00	31,401.00
0258	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	0.00	29,165.76
0259	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0260	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0261	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	600.00	0.00	0.00	0.00	0.00	30,981.00
0262	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0263	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	420.00	0.00	0.00	0.00	0.00	30,801.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-421-00-280-001-0-

AI - 19565

SHERIFF-

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0264	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0265	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0266	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0267	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0268	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0269	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0270	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	360.00	0.00	0.00	0.00	0.00	30,741.00
0271	113	CRIME ANALYST	30,140.00	0.00	0.00	0	0.00	0.00	30,140.00	30,140.00	780.00	0.00	0.00	0.00	0.00	30,920.00
0272	113	ADMINISTRATIVE SPECIALIST	31,000.00	0.00	0.00	0	0.00	0.00	31,000.00	31,000.00	540.00	0.00	0.00	0.00	500.00	32,040.00
0273	113	ASSISTANT QUARTER MASTER	28,922.00	0.00	0.00	0	0.00	0.00	28,922.00	28,922.00	540.00	0.00	0.00	0.00	0.00	29,462.00
0274	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0275	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0276	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
0277	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0278	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0279	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
0280	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
0281	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
0282	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0283	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0284	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
0285	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0286	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0287	113	CUSTODIAN	25,616.00	0.00	0.00	0	0.00	0.00	25,616.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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SHERIFF-

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0288	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0289	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.32
0290	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0291	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.00
0292	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0293	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0294	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0295	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0296	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0297	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
G313	113	CRIME VICTIM LIASON	8,114.00	0.00	0.00	0	0.00	0.00	8,114.00	8,114.00	600.00	0.00	0.00	0.00	0.00	8,714.00
0327	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0328	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00
0329	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	34,971.00	0.00	0.00	0	0.00	0.00	34,971.00	34,971.00	0.00	0.00	0.00	0.00	500.00	35,471.00
0331	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
0332	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,000.00
0333	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
0334	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,500.00	0.00	0.00	39,500.00
0335	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,000.00
0336	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	1,200.00	0.00	0.00	39,320.00
0337	113	DEPUTY SHERIFF STEP II	0.00	39,330.00	39,330.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,330.00
0338	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,800.00
0339	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	3,300.00	0.00	0.00	45,100.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-421-00-280-001-0-

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SHERIFF-

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0340	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,400.00
0341	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	41,800.00
0342	113	SENIOR DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,580.00
0343	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,400.00
0344	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,400.00
0345	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	500.00	44,400.00
		TOTAL	12,356,283.95	606,290.00	715,730.00		0.00	3,933.00	12,966,506.95	12,791,382.16	143,340.00	0.00	378,600.00	0.00	54,500.00	13,364,882.08

Approval of employee transfers, as per section 3.49 of the Civil Service Commission Rules pending CC approval.
***Positions adhere to Law Enforcement Grade and Step Pay Plan.

AI-19528 **11.B.**

Data Cards request

CC REGULAR

Date: 01/26/2010
Submitted By: Virginia Rodriguez, SHERIFF DEPT.
Submitted For: Virginia Rodriguez
Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Cards Request) for the following:

1. Approval of Requistion # 169033 for 10 Data Cards for 61.60 per month total amount for 10 months $616.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-532
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

Amount available for requisition# 169033 as of 1-21-10 $616.00 for Sprint.
On Monday, the Sheriff office will re-submit the form with the person responsible to issue the card.

Attachments

Link: Cellular Request Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/20/2010 03:04 PM	APRV
2	Budget & Management	Erika Zamora	01/20/2010 03:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/21/2010 01:41 PM	APRV
4	Auditor's Office	Linda Fong	01/21/2010 02:44 PM	APRV
5	Dina Trevino	Erika Zamora	01/22/2010 03:22 PM	APRV
6	Manuel Chapa	Manuel Chapa	01/22/2010 04:41 PM	APRV

Form Started By: Virginia Rodriguez Started On: 01/20/2010 12:49 PM
Final Approval Date: 01/22/2010

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:

Wireless device: ☒ Data card ☐ Blackberry ☐ Other: _____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee/position: Lupe Trevino

Department #: 280 Employee ID #: 022144 Office: Sheriff's

Quantity: 10

Service: $ 61.60 /mo (x) 10 months = 616.00 Account: 0-1100-421-00-280-001-0 -532

Service: $ _____ /mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: 616.00 **Requisition Number:** 167782

(3) Elected Official/Department Head Authorization for Request:

Signature | Print Name | Date: 1-20-2010

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

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN** **-or-**

☐ **SPRINT BE1000 + DATAPLAN**

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

AI-19531 **12.B.**

Appoint Dr. Melendez as Local Health Authority

CC REGULAR

Date:	01/26/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval to appoint Dr. Ivan Melendez, Medical Director, as the Hidalgo County Local Health Authority for the period of December 6, 2009 to December 5, 2011. This action and documentation is required by Texas Department of State Health Services

BACKGROUND

Fiscal Impact

Attachments

Link: Dr. Melendez

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2010 03:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/21/2010 01:55 PM	APRV
3	Auditor's Office	Linda Fong	01/21/2010 03:36 PM	APRV
4	Purchasing Department		01/22/2010 05:50 PM	NEW

Form Started By: Josie Escalante — Started On: 01/20/2010 01:45 PM

Final Approval Date: 01/22/2010

Certificate of Appointment
For a
Local Health Authority

I, Rene Ramirez, acting in the capacity as a

(*Check the appropriate designation below*)

_____Non-physician and the Local Health Department Director
_____Mayor or Designee
___X__County Judge of Designee
_____Chairperson of the Public Health District

do hereby certify the physician, Ivan Melendez, M.D. who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for Hidalgo, Texas.

Date term of office begins December 6, 2009

Date term of office ends December 5, 2011, unless removed by law.

The Local Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

_____Director, _____

_____City Council for the City of _____

___X Commissioners Court for Hidalgo County

_____Board of Health for the _____Public Health District

I certify to the above information on this the _____ day of _____, 20__.

_____
Signature of appointing official

(See reverse side for instructions)

Revised by the Division of Regional and Local Health Services, February 2008

THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Ivan Melendez, M.D. do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

_____
Affianced Signature

Ivan Melendez, M.D.
Printed Name

Hidalgo County Local Health Authority
Position to Which Elected/Appointed

Hidalgo
City and/or County

SWORN TO and subscribed before me by affiant on this _____ day of _____ 20___.

_____
Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

Rene Ramirez
Printed Name

Hidalgo County Judge
Title

Pursuant to Tex. Const. Art. XVI, §1(b), (amended 2001). Revised by the Division for Regional and Local Health Services, February 2008.

OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Ivan Melendez, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Ivan Melendez, M.D.
Affiant

3304 N. Bryan Road, Mission, TX 78573
Mailing Address **ZIP**

(956) 212-0902
(Area Code) Phone Number (day and evening)

_____ _____
Email Address

SWORN TO and subscribed before me this _____ day of _____, 20___.

_____
Signature of Person Administering Oath

Rene Ramirez
Printed Name

(Seal)

County Judge
Title

AI-19520 **12.C.**

Approval to accept - CDC Stipend

CC REGULAR

Date:	01/26/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval to accept a $3,000.00 stipend from the American Institutes for Research a subcontractor of the Centers for Disease Control to be used to purchase H1N1 prevention and educational material.

BACKGROUND

Approved by Legal

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: American Institutes for Research

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2010 11:38 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/21/2010 01:21 PM	APRV
3	Auditor's Office	Linda Fong	01/21/2010 03:34 PM	APRV
4	Purchasing Department		01/22/2010 05:50 PM	NEW

Form Started By: Josie Escalante — Started On: 01/20/2010 09:21 AM

Final Approval Date: 01/22/2010

AMERICAN INSTITUTES FOR RESEARCH®

October 15, 2009

Mr. Eddie Olivarez
Hidalgo County Health and Human Services Department
1300 W. Houston Avenue
McAllen, TX 78501

Dear Mr. Olivarez,

Thank you for participating in the *Take the Lead: Working Together to Prepare Now* (TTL) campaign, an initiative of the Centers for Disease Control and Prevention (CDC).

This campaign will increase flu preparedness in participating communities. It also will help define how different types of communities can most effectively encourage individuals and families to prepare for current and future flu outbreaks including the 2009 H1N1 flu (sometimes called "swine flu").

As a lead TTL Collaboratory partner, you will be responsible for:

- recruiting and engaging community partners;
- overseeing the planning and rollout of community activities;
- serving as the campaign's local champion and spokesperson;
- participating in campaign evaluation activities.

A document outlining partner roles, responsibilities, and activities is attached for your review.

Over the next year of the campaign (through September 2010), you will be working with the American Institutes for Research (AIR) and our partner, the Dewey Square Group, to plan and implement the local TTL campaign. Local campaign planning and implementation will take place between October 2009 and June 2010. AIR's evaluation and final reporting of campaign activities, including lessons learned, will take place from June to September 2010.

What are we asking you do to? We are requesting that participating Collaboratories facilitate at least two awareness-building activities and two social mobilization activities over the next year.

Awareness-building activities focus on increasing awareness and knowledge of why and how to prepare for an influenza outbreak (e.g., distributing fact sheets). Social mobilization activities are intended to facilitate actions toward preparedness and community engagement (e.g., creating an

opportunity for a group of community members to get together and write family flu preparedness plans).

It is expected that lead partners will help guide the planning of awareness-building and social mobilization activities. Community partners associated with the Collaboratory will be significantly involved in the planning and primarily oversee the execution of these activities.

AIR and the Dewey Square Group will provide the following assistance to your organization to support campaign activities.

We will:

1. Work closely with your organization to develop a strategy (or expand upon a current plan) to conduct campaign activities and partnership building (including a 1-day in-depth meeting on-site).
2. Provide your organization with an on-site consultant (from your community) who will conduct a 2-week "scrub" or community profile and provide an additional 60 days of on-site support to get the campaign moving forward.
3. Provide your organization with on-going phone and e-mail consultation and technical assistance as needed for the remainder of the campaign.
4. Provide a CDC TLL campaign toolkit, including fact sheets, posters, toolkit user's guide, and other materials to assist in campaign implementation.
5. Conduct a social media Webinar to help all campaign partners across sites build their capacity for using social media techniques and tools to disseminate flu preparedness information and encourage social mobilization at the community level.
6. Facilitate opportunities for sharing across campaign sites (e.g., conference calls, e-mail newsletter).
7. Provide a $3,000 stipend to help the Collaboratory community partners with associated campaign costs associated .The stipend may be used for the following activities:
    - Printing and reproduction of campaign-related materials (e.g., fact sheets, posters, meeting agendas)
    - Local marketing efforts (e.g., newspaper ad, direct mail, radio announcement)
    - Special events (e.g., room rental costs, signage, audio equipment rental, name tags, promotional items)
    - Supplies associated with social mobilization activities (e.g., soap/hand sanitizer for a hygiene activity, boxes for a storing health supplies activity).

Due to government regulations, these funds cannot be used for salaries and benefits, travel costs, food and beverages, or any cost that is not directly related to a campaign event or activity.

To obtain this funding, you must provide AIR in writing (e-mail is fine) a brief description of how you expect to use the funding during the campaign. By July 30, 2010, you must provide AIR a detailed report indicating how the stipend was spent, including copies of receipts.

If you agree with the lead TTL partner responsibilities described here and in the attached document, please sign this Memorandum of Understanding (MOU). Signing this MOU also indicates you agree to use the stipend as outlined in this memo.

Please fax your signed MOU to Gwen Brown at AIR at (301) 593-9433.

On behalf of CDC, we thank you again for joining us in encouraging people to take actions to prepare for influenza outbreaks, including 2009 H1N1 flu. Your work will help your community, as well as many others, in preparedness efforts for 2009 H1N1 flu and other future flu outbreaks.

If you have any questions about this MOU or any other aspects of the campaign, please contact me at lagin@air.org or call me at (404) 260-1043.

Sincerely,

Lori Agin
Principal Communications Specialist
CDC *Take the Lead* Campaign Co-Project Director

_____ _____
Eddie Olivarez Date
Hidalgo County Health & Human Services Department

_____ _____
Rene Ramirez, County Judge Date

Approved as to form:
Altlas & Hall, L.L.P

By: _____ _____
Stephen L. Crain Date

AI-19519 **12.D.**

Agreement Concerning Non-Disclosure Information

CC REGULAR

Date:	01/26/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval to accept the Texas Department of State Health Services Agreement Concerning Non-Disclosure of Information.

BACKGROUND

Approved by Legal 01/14/10.
The HCHHS agrees to work collaboratively in implementing Texas Health & Safety Code Chapter 81, concerning the prevention, control, and reporting of communicable disease.

Fiscal Impact

Attachments

Link: Non-Disclosure Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2010 11:37 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/22/2010 10:20 AM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Josie Escalante — Started On: 01/20/2010 09:09 AM

Final Approval Date: 01/22/2010

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
AGREEMENT CONCERNING NON-DISCLOSURE OF INFORMATION

This non-Disclosure Agreement is between the Hidalgo County Health Department, South Texas Veterans Health Care System, and the Department of State Health Services; Region 11; to assist with subjects enrolled in "Research Study Trials."

DSHS; Region 11; South Texas Veterans Health Care System, and the Hidalgo County Health Department agree to work collaboratively in implementing Texas Health and Safety Code Chapter 81, concerning the prevention, control, and reporting of communicable diseases. This collaborative work requires the mutual sharing of certain information made confidential by the statute at Texas Health and Safety Code §81.046, specifically, reports, records, and information relating to cases or suspected cases of diseases. This information is disclosed to Hidalgo County Health Department and the South Texas Veterans Health Care System only to assist DSHS; Region 11; in compliance with statutory duties under Chapter 81 of the Health and Safety Code. These are the control of communicable disease (§81.081), investigation of the causes of communicable disease and methods of prevention (§81.061), and to prevent the introduction of communicable disease into this state (§81.021).

DSHS; Region 11; requires that any individual who will view or handle the confidential information to comply with this confidentiality agreement. Therefore, Hidalgo County Health Department, South Texas Veterans Health Care System, and DSHS; Region 11; agree that:

1. the confidential information shall be disclosed only for the purpose for which it was received;
2. the information shall be labeled as confidential;
3. the confidential information shall be kept securely; and
4. the number of copies made of the confidential information or the notes taken from the confidential information that implicate the confidential nature of the information shall be controlled and all copies or notes that are not destroyed or returned to DSHS; Region 11; shall remain confidential and subject to the confidentiality agreement.
5. the confidential information shall not be re-disclosed to any other party or individual (other than the parties and individuals which have signed this agreement) for any purposes whatsoever.

Violation of this agreement may result in civil or criminal penalties or sanctions under the appropriate professional licensure statute or rule. Any questions on these provisions shall be referred to DSHS; Region 11.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

Brian P. Smith, MD
Regional Director

Signature: _____

Date: 11 16 09

Marc Weiner, MD
Principal Investigator

Signature: _____

Date: 12-21-09

Marie L. Weldon, FACHE, Director
South Texas Veterans Health Care System

Signature: _____

Date: 12/21/09

Rene Ramirez
Hidalgo County Judge

Signature: _____

Date: _____

AI-19518 **12.E.**

Electronic Disease Notification Agreement

CC REGULAR

Date:	01/26/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval to accept the Agreement to Participate and Consent in the Electronic Disease Notification (Version 6.1) between HCHHS and Centers for Disease Control (CDC).

BACKGROUND

Approved by Legal 1/12/10.
The Electronic Disease Notification System (EDN) is a secure, web bases system for transmitting information to health departments on arrivals of refugees and immigrants with notifiable conditions. The first disease for which information is being transmitted is tuberculosis.

Fiscal Impact

Attachments

Link: EDN Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2010 11:36 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/22/2010 08:14 AM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Josie Escalante — Started On: 01/20/2010 09:02 AM

Final Approval Date: 01/22/2010

CDC

SAFER · HEALTHIER · PEOPLE™

Agreement to Participate and Consent

Electronic Disease Notification –

Version 6.1

11/01/2009

USER AGREEMENT BETWEEN THE DIVISION OF GLOBAL MIGRATION AND QUARANTINE CENTERS FOR DISEASE CONTROL AND PREVENTION AND STATE OR LOCAL HEALTH DEPARTMENT FOR ELECTRONIC DISEASE NOTIFICATION SYSTEM

I. BACKGROUND AND PURPOSE

The Centers for Disease Control and Prevention (CDC), Division of Global Migration and Quarantine (DGMQ), Electronic Disease Notification System (EDN) is an electronic system to notify CDC's public health partners about diseases of public health importance, such as tuberculosis (TB), and disease outbreaks occurring among mobile populations entering the United States. Such mobile populations may include immigrants, refugees, migrants, and international travelers (including temporary visitors). The information contained in this electronic system includes personally-identifiable medical information and other sensitive information that requires protection from unauthorized access, disclosure, or modification based on confidentiality, integrity, and availability requirements. This agreement sets forth the terms and conditions between the parties for access to the EDN system.

II. LEGAL AUTHORITY

CDC enters into this Memorandum of Understanding (MOU) under the authority of section 301 and 311 of the Public Health Service Act (42 USC §§ 241 and 243).

III. CDC RESPONSIBILITIES

Participation in the EDN is designed to fulfill state or local health department needs for sensitive, high quality and timely data and reports. In maintaining the EDN, CDC agrees to the following responsibilities:

1. Collect and consolidate demographic and health information for refugees and immigrants entering the United States
2. Use CDC secure data network (SDN) and EDN to electronically notify health departments of newly arriving immigrants and refugees with suspect TB and other conditions of public health concern
3. Provide federal and state public health officials with data to evaluate the effectiveness of follow up of immigrants and refugees with suspect TB
4. Provide health departments with an electronic system to record the results of the domestic TB follow-up evaluations
5. Provide an electronic system for health departments to track subsequent U.S. migration of refugees and immigrants
6. Allow comparison of overseas medical examinations with results of domestic TB follow-up evaluations
7. Maintain an adequate level of protection for EDN, through an appropriate spectrum of technical, administrative, and managerial controls
8. Inspect and perform spot checks on the electronic system as appropriate to determine that an adequate level of compliance with security requirements exists
9. Develop user and contractor awareness sessions and other training as appropriate

IV. STATE OR LOCAL HEALTH DEPARTMENT RESPONSIBILITIES

As a condition of access to the EDN system, the state and/or local health department agrees to the following responsibilities:

1. Limit access to the EDN system to employees, contractors, and agents engaged in approved public health activities
2. Submit an "EDN Individual User Agreement" (Attachment A) for each employee, contractor, or agent granted access to the EDN system
3. Submit domestic TB follow-up information for immigrants and refugees who have suspect tuberculosis using the EDN system
4. Submit subsequent U.S. migration address of immigrants and refugees using the EDN system
5. Report security incidents and suspected fraud, waste, or misuse of the EDN system to the CDC Point of Contact
6. Agree to monitoring of external internet connections while the EDN is in use to ensure access to EDN is limited to controlled points of entry through Secured Data Network (SDN)
7. Agree not to knowingly engage in any activity that degrades the performance of the system, deprives another EDN authorized user access to a resource, obtain or attempt to obtain extra resources beyond those allocated, or circumvent a security measure for which proper authorization has not been granted

V. INFORMATION SHARING

CDC is authorized to disclose individually-identifiable information under this MOU to cooperating state and local health authorities pursuant to the Privacy Act (5 USC § 552a(b)(3)) and system notices maintained by CDC. CDC is not a covered entity under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CDC is a public health authority legally authorized to receive protected health information under HIPAA for public health purposes. See 45 CFR 164.512(b)

VI. FUNDING

This MOU is not an obligation nor a commitment of funds, nor a basis for a transfer of funds, but rather a statement of understanding between the parties. Expenditures by each party are subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

VII. SETTLEMENT OF DISPUTES

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this Memorandum of Agreement (MOA) before referring the matter to any other person or entity for settlement.

VIII. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

This MOU may be amended by the mutual written consent of the authorized representatives for the parties. Either party may terminate this MOU upon thirty (30) days written notification to the other party. This MOU will enter into effect upon signature of both parties and will remain in effect until terminated.

IX. EFFECT ON PROCEDURES AND LAWS

All activities undertaken pursuant to this MOU must comply with applicable law, regulations, and agency policies.

X. NO PRIVATE RIGHT CREATED

This document is an internal agreement between the parties and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this agreement or its appendix is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

XI. POINTS OF CONTACT

For DGMQ EDN:

Deborah Lee
EDN Administrator, MS E03
Centers for Disease Control and Prevention
1600 Clifton Road, NE, Atlanta, GA 30333

For HEALTH DEPARTMENT EDN USER:

_____
Health Department

_____ _____ _____
Last Name First Name Middle Initial

_____ _____
Title Phone

_____
Street Address

_____ _____ _____
City State Zip

_____ _____ _____
Phone Fax E-mail

Role ☐ TB Coordinator ☐ Refugee Coordinator _____
Jurisdiction

_____ _____
Signature of the TB or Refugee Coordinator Date

XII. APPROVING SIGNATURES

_____ _____
Signing on behalf of Health Department Title of the Signatory

_____
Date Signed

Please sign and retain a copy for your records. Mail original to:
Deborah Lee, EDN Administrator
MS E03
Centers for Disease Control and Prevention
1600 Clifton Road, NE
Atlanta, GA 30333.

AI-19516 **12.F.**

Memorandum of Agreement between HCHHS & The University of Texas at Brownsville

CC REGULAR

Date:	01/26/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting approval to accept the Memorandum of Understanding between Hidalgo County Health & Human Services and the University of Texas Health Science Center at Houston.

BACKGROUND

Approved by Legal December 2009.
This agreement is for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

None of these studies will result in extra cost for the county.
Sept. 1, 2009 thru Aug 31, 2012.
This agreement is for the exchange of information and for cooperative research between both institutions in the field of reportable communicable diseases.

Attachments

Link: MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2010 11:35 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/22/2010 08:00 AM	APRV
3	Auditor's Office	Angela Garcia	01/22/2010 05:50 PM	APRV

Form Started By: Josie Escalante — Started On: 01/20/2010 08:48 AM

Final Approval Date: 01/22/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

This Memorandum of Agreement is made on this ____ day of _____ 2009 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", with administrative offices located at 1304 S 25th, Edinburg, TX 78539, and **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON** by and through its School of Health Sciences, (the Public Health Division of the Regional Academic Health Center of the Lower Rio Grande Valley) hereinafter referred to as "SPH-B", located at 80 Fort Brown, University of Texas Brownsville-RAHC Bldg, Brownsville, TX 78520.

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

I. PROVISION OF SERVICES

The COUNTY coordinates directly for health services to patients with reportable communicable diseases from Hidalgo County, and therefore has information of the characteristics of the patients and access to data on the strain(s) of infectious agent that has infected them. The faculty at SPH-B has developed a comprehensive research program in infectious diseases.

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

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

A. Providing a tool can detect early infection, before the infection is spread to other individuals in the community; and

B. Providing an additional tool to complement the current standard methods of detection for infectious diseases.

2. Studies on the nature of the association between reportable communicable diseases and environmental, behavioral and health factors. These studies will benefit all patients with reportable diseases on the U.S.-Mexico border by providing information to the COUNTY, the public, and health providers. For each study, the SPH-B Principal Investigator will forward a written narrative describing the study to the COUNTY Health Administrator who will assist in coordinating the study participation. The COUNTY, through the Health Administrator, may refuse to participate in a particular study at any time or halt data collection and participation at any time for any of these future studies.

.

<u>The participation of COUNTY in this initiative shall consist of the following:</u>

1. Providing SPH-B researchers with information on the patients thought to be infected with a reportable communicable disease, as well as individuals at high risk of contracting the infection. Informing the patient very briefly about the study, and requesting their authorization

to have the SPH-B outreach worker provide further details. Thereafter, SPH-B researchers will explain to the individual the study and invite them to participate. If they voluntarily decide to do so, they will sign the informed consent and HIPPA forms approved by UT-SPH-B Committee for the Protection of Human Subjects.

2. Provide SPH-B researchers with retrospective and prospective data for analysis and publication on infectious disease trends in COUNTY.

3. Provide SPH-B researchers with the relevant medical information on the Consenting Patient, after the patient has released the access to his information by signing the HIPPA form.

4. Specimen collection will be taken from the Consenting Patient based upon the nature of the disease. At a scheduled time and place between the Consenting Patient and the SPH-B researcher.

None of these studies will result in extra cost for the COUNTY. None will put the Consenting Patient at any unnecessary or undue risk.

II. TERM OF AGREEMENT

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

III. COMPENSATION

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

IV. NOTICES

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

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

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

V. TERMINATION

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

VI. LAW GOVERNING VENUE

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

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

THE UNIVERSITY OF HEALTH SCIENCE CENTER AT HOUSTON

_____
Joseph B. McCormick, Regional Dean

HIDALGO COUNTY, TEXAS

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-19573 **12.G.**

U.P.L. 1st Quarter 2010 Draw down

CC REGULAR

Date:	01/26/2010
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and approval to transfer $2,117,306.05 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health Care expenditures for the 1st Quarter of Fiscal Year 2010.

BACKGROUND

Tentative schedule for 1st quarter draw down is January 29, 2010. Funds must be transfered by Thursday January 28, 2010. As per Jeff Brinker he will forward the schedule and instructions from the State as soon as he receives the official notice.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 9-1249-444-00-240-004-0-843

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

BUDGETARY IMPACT:

Available account balance as of 1-22-10 $2,864,017.49

1st Qtr Escrow Payment	$2,125,000.00
Less - Invoice by Cty for 1st Qtr 8-4-09)	$ 7,693.95 (UTMB at Galveston AI# 16656
1st Qtr Escrow Amount to be transfer	$2,117,306.05

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/22/2010 10:33 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/22/2010 03:30 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Dairen Sarmiento Started On: 01/22/2010 09:56 AM

Final Approval Date: 01/22/2010

AI-19554 **13.A.**

Approval of payment of AT&T Long Distance invoices & Sprint invoices for 2009

CC REGULAR

Date: 01/26/2010
Submitted By: Renan Ramirez, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

1. Approval of payment of AT&T Long Distance at adjusted rate for the following billing cycles: (attachment with new rate table will be included).

Billing Cycle	Invoice Date
August - Sept. 2009	Sept. 3, 2009
Sept. - Oct. 2009	Oct. 3, 2009
Oct. - Nov. 2009	Nov. 3, 2009
Nov. - Dec. 2009	Dec. 3, 2009
Dec. 2009 - Jan. 2010	Jan. 3, 2010

2. Approval of Sprint invoices including the cost of additional services for the following billing cycles: (attachment with costs will be included)

Billing Cycle	Invoice Date
Sept. 17 - Oct. 16, 2009	Oct. 20, 2009
Oct. 17 - Nov. 16, 2009	Nov. 20, 2009
Nov. 17 - Dec. 16, 2009	Dec. 20, 2009

BACKGROUND

Fiscal Impact

Attachments

Link: Aug 2009 - Sept. 3, 2009
Link: sprint nextel dec. 09
Link: sprint nextel oct. 09
Link: dec 2009 - jan. 03, 2010
Link: nov. 2009 - dec. 03, 2009
Link: oct. 2009 - nov. 03, 2009
Link: sept. 2009 - oct. 3, 2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	01/21/2010 10:08 AM	APRV
2	Erika Zamora	Erika Zamora	01/22/2010 05:09 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Renan Ramirez Started On: 01/21/2010 09:34 AM

Final Approval Date: 01/22/2010

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : September 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1100-132-20-000-000-0	HEADSTART	$57.81
1100-132-50-000-000-0	DRAINAGE ADM-TELEPHONE	$1.64
1100-412-00-001-001-0	92ND DC-TELEPHONE	$8.12
1100-412-00-002-001-0	93RD DC-TELEPHONE	$1.21
1100-412-00-003-001-0	139TH DC-TELEPHONE	$3.79
1100-412-00-004-001-0	206TH DC-TELEPHONE	$4.34
1100-412-00-005-001-0	275TH DC-TELEPHONE	$1.23
1100-412-00-006-001-0	332ND DC-TELEPHONE	$3.12
1100-412-00-007-001-0	370TH DC-TELEPHONE	$0.95
1100-412-00-008-001-0	389TH DC-TELEPHONE	$9.82
1100-412-00-009-001-0	398TH DC-TELEPHONE	$0.96
1100-412-00-009-003-0	INDIGENT DEFENSE-TELEPHONE	$1.61
1100-412-00-011-001-0	449TH DC-TELEPHONE	$15.31
1100-412-00-040-001-0	CRT OF CIV APP-TELEPHONE	$53.91
1100-412-00-045-001-0	AUXILIARY COURT-TELEPHONE	$2.09
1100-412-00-055-001-0	CHILD PROTECTIVE COURT-TELEPHONE	$0.21
1100-412-00-067-001-0	JP PCT 4/PL 1-TELEPHONE	$0.22
1100-412-00-069-001-0	JP PCT 5/PL 1-TELEPHONE	$0.92
1100-412-00-080-002-0	CRIM DA-TELEPHONE	$464.52
1100-412-00-090-001-0	DIST CLERK-TELEPHONE	$0.13
1100-414-00-130-001-0	ELECTIONS DEPT-TELEPHONE	$1.69
1100-415-00-200-002-0	COMPUTER DEPT-TELEPHONE	$925.37
1100-415-15-140-001-0	TAX OFF-TELEPHONE	$8.23
1100-415-40-180-001-0	CO CLERK-TELEPHONE	$83.51
1100-419-10-210-001-0	PLANNING DEPT-TELEPHONE	$68.15
1100-419-40-220-001-0	GEN GOVT BLDG-TELEPHONE	$1.19
1100-422-10-300-001-0	FIREFIGHTING-TELEPHONE	$0.17
1100-423-00-320-001-0	ADULT PROB-TELEPHONE	$1.37
1100-423-21-280-002-0	JAIL-TELEPHONE	$1,577.26
1100-423-60-330-002-0	JUV PROB-TELEPHONE	$8.60
1100-441-00-340-001-0	HEALTH ADM-TELEPHONE	$15.37
1100-441-00-340-003-0	HEALTH CLINICS-TELEPHONE	$217.44
1100-461-00-380-001-0	TX COOP EXTENSION-TELEPHONE	$31.44
1201-431-00-121-004-0	PCT.1 RD ADM-TELEPHONE	$1.32
1203-431-00-123-004-0	PCT.3 RD ADM-TELEPHONE	$1.74

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : September 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1204-431-00-124-005-0	PCT.4 RD ADM-TELEPHONE	$3.10
1211-452-00-121-013-0	PARKS PCT.1-TELEPHONE	$0.08
1247-412-50-100-001-0	LAW LIBRARY-TELEPHONE	$1.79
1292-441-00-350-001-9	WIC ADM-TELEPHONE	$109.63
1297-423-00-320-002-9	BASIC SUPERVISION-TELEPHONE	$9.03
1297-423-00-320-005-9	RESTITUTION CTR-TELEPHONE	$62.27
1297-423-00-320-020-9	COMM CORR-TELEPHONE	$6.38
2202-419-50-115-065-0	DBM-W/C DIV	$0.34
	Total Charges (Before Taxes)	**$3,767.38**

1100-415-00-200-002-0-531	COMPUTER DEPT-TELEPHONE - OTHER CHARGES	
	GOVERNMENT FEE & TAX	$0.03
	VOICE SERVICES	$70.00
	SURCHARGES AND OTHER FEES	$96.74
1100-415-00-200-002-0-855	COMPUTER DEPT-LATE FEES	$0.00
	Total Billed Amount	**$3,934.15**
	AT&T Paper Bill	**$3,934.15**
	Difference	**$0.00**

Information Technology Department

Monthly Invoice Summary - Sprint/Nextel

INV# 767543384-024 INV DATE: 11/17/09 - 12/16/09

Account Number	Department Name	PO #	PO Amount	Phone Number	Pcs Type	Total by Phone Number	Total Charges (EBA Report)	Less Sprint Adjustments	Monhtly Charges By Department
1100412000090030	INDIGENT DEFENSE-CELL PHONE						$85.98		$85.98
1100412000660010	JP PCT 3/PL 2-CELL PHONE						$48.08		$48.08
1100412000680010	JP PCT 4/PL 2-CELL PHONE						$85.98		$85.98
1100412000900010	DISTRICT CLERKS	623558	$ -	956-225-8268	Data Card	$ 42.99	$42.99		$42.99
1100413001100060	CO JUDGE-CELL PHONE						$131.06		$131.06
1100414001300010	ELECTIONS DEPT-CELL PHONE						$446.48		$446.48
1100415002000010	INFO TECH DEPT-CELL PHONE						$1,186.67		$1,186.67
1100415141150010	DBM-BUDGET DIV-CELL PHONE						$108.53		$108.53
1100415151400010	TAX OFF-CELL PHONE	616098	$ 1,980.00	956-279-0389	Cellular	$ 69.88	$69.88		$69.88
1100415181600010	PURCHASING-CELL PHONE	614888	$ 550.00	956-289-0752	Cellular	$ 48.08	$96.16		$96.16
		614888	$ 550.00	956-457-1132	Cellular	$ 48.08			$0.00
1100415211700010	CO AUDITOR-CELL PHONE						$85.98		$85.98
1100415401800010	CO CLERK						$28.66	$ (28.66)	$0.00
1100415501900020	HUMAN RESOURCES-CELL PHONE						$62.97		$62.97
1100419102100010	PLANNING DEPT-CELL PHONE						$484.20		$484.20
1100419402200010	GEN GOVT BLDG-CELL PHONE						$1,118.10		$1,118.10
1100419501150590	DBM-SAFETY DIV-CELL PHONE						$246.35		$246.35
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-CELL PHONE						$290.28		$290.28
1100421002930010	CONSTABLE PCT.3						$164.19		$164.19
1100421002940070	CONSTABLE PCT.4 CRT HSE SECURITY						$144.44		$144.44
1100432001210010	SANITATION PCT.1-CELL PHONE						$42.99		$42.99
1100432001230010	SANITATION PCT.3-CELL PHONE	614991	$ 1,000.00				$55.53		$55.53
1100441003400010	HEALTH ADM-CELL PHONE	619097	$ 13,200.00				$688.62		$688.62
1100441003400030	HEALTH CLINICS-CELL PHONE	619281	$ 1,215.00				$144.44		$144.44
1200431001150420	COLONIA ACCESS PRG-CELL PHONE						$48.08		$48.08
1200431001220040	CO SHOP-CELL PHONE						$20.33		$20.33
1200431002600010	R-O-W DEPT-CELL PHONE						$567.24		$567.24
1201431001210040	PCT.1 RD ADM-CELL PHONE						$214.95		$214.95
1202431001220050	PCT.2 RD ADM-CELL PHONE						$293.38		$293.38
1203431001230040	PCT.3 RD ADM-CELL PHONE	614941	$ 6,000.00				$338.54		$338.54
1204431001240070	PCT.4 P/U RD-CELL PHONE	614940	$ 1,716.00				$380.13		$380.13
1212452001220080	PARKS PCT.2-CELL PHONE						$96.16		$96.16
1213452001230080	PARKS PCT.3-CELL PHONE	614992	$ 750.00				$91.47		$91.47
1214452001240090	PARKS PCT.4-CELL PHONE	614940	$ 504.00				$48.08		$48.08
1222412000800060	DA BAD CK-CELL PHONE						$532.44		$532.44
1230421002930100	CONSTABLE PCT. 3						$260.08		$260.08
1242412000600010	JUSTICE CRT TECH						$300.93		$300.93
1282412300850019	PUBLIC DEFENDER						$42.99		$42.99
1292441003500019	WIC ADM-CELL PHONE						$519.08		$519.08
1293441003400139	TDH PHPSB-CELL PHONE	627152	$ 3,228.00				$294.52		$294.52
1295423003300280	WESL B/C-CELL PHONE						$96.36		$96.36

Information Technology Department

Monthly Invoice Summary - Sprint/Nextel

INV# 767543384-024 INV DATE: 11/17/09 - 12/16/09

Account Number	Department Name	PO #	PO Amount	Phone Number	Pcs Type	Total by Phone Number	Total Charges (EBA Report)	Less Sprint Adjustments	Monhtly Charges By Department
							$10,003.32	($28.66)	$9,974.66

Information Technology Department

Monthly Invoice Summary - Sprint/Nextel

INV# 767543384-022 INV DATE: 09/17/09 - 10/16/09

Account Number	Department Name	PO #	PO Amount	Phone Number	Pcs Type	Total by Phone Number	Total Service Charges	Less Sprint Adjustments	Plus Equipment	Monthly Charges By Department
1100412000090030	INDIGENT DEFENSE-CELL PHONE						$ 95.32			$ 95.32
1100412000660010	JP PCT 3/PL 2-CELL PHONE						$ 48.08			$ 48.08
1100412000680010	JP PCT 4/PL 2-CELL PHONE						$ 95.32			$ 95.32
1100412000900010	DISTRICT CLERKS	623558	$ -	956-225-8268	Data Card	$ 47.66	$ 47.66			$ 47.66
1100413001100060	CO JUDGE-CELL PHONE						$ 135.73			$ 135.73
1100414001300010	ELECTIONS DEPT-CELL PHONE						$ 488.15			$ 488.15
1100415002000010	INFO TECH DEPT-CELL PHONE						$ 1,297.88			$ 1,297.88
1100415141150010	DBM-BUDGET DIV-CELL PHONE						$ 112.60			$ 112.60
1100415151400010	TAX OFF-CELL PHONE	616098	$ 1,980.00	956-279-0389	Cellular	$ 57.23	$ 57.23			$ 57.23
1100415181600010	PURCHASING-CELL PHONE	614888	$ 550.00	956-289-0752	Cellular	$ 48.08	$ 96.36			$ 96.36
		614888	$ 550.00	956-457-1132	Cellular	$ 48.28				$ -
1100415211700010	CO AUDITOR-CELL PHONE						$ 95.32			$ 95.32
1100415401800010	CO CLERK						$ 40.76	$ (40.76)		$ -
1100415501900020	HUMAN RESOURCES-CELL PHONE						$ 53.21			$ 53.21
1100419102100010	PLANNING DEPT-CELL PHONE						$ 484.40			$ 484.40
1100419402200010	GEN GOVT BLDG-CELL PHONE						$ 1,825.82			$ 1,825.82
1100419501150590	DBM-SAFETY DIV-CELL PHONE						$ 368.18			$ 368.18
1100421001150280	TX ALCOHOLIC BEVERAGE COMM-CELL PHONE						$ 290.68			$ 290.68
1100421002930010	CONSTABLE PCT.3						$ 166.19			$ 166.19
1100421002940070	CONSTABLE PCT.4 CRT HSE SECURITY						$ 144.84			$ 144.84
1100432001210010	SANITATION PCT.1-CELL PHONE						$ 47.66			$ 47.66
1100432001230010	SANITATION PCT.3-CELL PHONE	614991	$ 1,000.00				$ 53.36			$ 53.36
1100441003400010	HEALTH ADM-CELL PHONE	619097	$ 13,200.00				$ 688.36			$ 688.36
1100441003400030	HEALTH CLINICS-CELL PHONE	619281	$ 1,215.00				$ 145.04			$ 145.04
1200431001150420	COLONIA ACCESS PRG-CELL PHONE						$ 49.08			$ 49.08
1200431001220040	CO SHOP-CELL PHONE						$ 20.53			$ 20.53
1200431002600010	R-O-W DEPT-CELL PHONE						$ 671.74			$ 671.74
1201431001210040	PCT.1 RD ADM-CELL PHONE						$ 238.30			$ 238.30
1202431001220050	PCT.2 RD ADM-CELL PHONE						$ 287.11			$ 287.11
1203431001230040	PCT.3 RD ADM-CELL PHONE	614941	$ 6,000.00				$ 343.01			$ 343.01
1204431001240070	PCT.4 P/U RD-CELL PHONE	614940	$ 1,716.00				$ 384.91			$ 384.91
1212452001220080	PARKS PCT.2-CELL PHONE						$ 96.16			$ 96.16
1213452001230080	PARKS PCT.3-CELL PHONE	614992	$ 750.00				$ 96.33			$ 96.33
1214452001240090	PARKS PCT.4-CELL PHONE	614940	$ 504.00				$ 48.08			$ 48.08
1222412000800060	DA BAD CK-CELL PHONE						$ 453.84		$ 278.85	$ 732.69
1230421002930100	CONSTABLE PCT. 3						$ 149.12			$ 149.12
1242412000600010	JUSTICE CRT TECH						$ 333.62			$ 333.62
1282412300850019	PUBLIC DEFENDER						$ 47.66			$ 47.66

Information Technology Department

Monthly Invoice Summary - Sprint/Nextel

INV# 767543384-022 INV DATE: 09/17/09 - 10/16/09

Account Number	Department Name	PO #	PO Amount	Phone Number	Pcs Type	Total by Phone Number	Total Service Charges	Less Sprint Adjustments	Plus Equipment	Monthly Charges By Department
1292441003500019	WIC ADM-CELL PHONE						$ 519.23			$ 519.23
1293441003400139	TDH PHPSB-CELL PHONE	627152	$ 3,228.00				$ 294.24			$ 294.24
1295423003300280	WESL B/C-CELL PHONE						$ 96.16			$ 96.16
							$ 11,007.27	**$ (40.76)**	**$ 278.85**	**$ 11,245.36**

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : January 03, 2010

Account Number	Department Name	Total Long Distance Charges (Before Tax)
9-1100-132-20-000-000-0-531	HEADSTART	$241.95
9-1100-132-50-000-000-0-000	DRAINAGE ADM-TELEPHONE	$0.59
9-1100-412-00-001-001-0-531	92ND DC-TELEPHONE	$2.34
9-1100-412-00-003-001-0-531	139TH DC-TELEPHONE	$2.20
9-1100-412-00-004-001-0-531	206TH DC-TELEPHONE	$1.98
9-1100-412-00-005-001-0-531	275TH DC-TELEPHONE	$0.42
9-1100-412-00-006-001-0-531	332ND DC-TELEPHONE	$1.36
9-1100-412-00-007-001-0-531	370TH DC-TELEPHONE	$0.60
9-1100-412-00-008-001-0-531	389TH DC-TELEPHONE	$8.60
9-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	$1.86
9-1100-412-00-011-001-0-531	449TH DC-TELEPHONE	$7.09
9-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE	$46.12
9-1100-412-00-045-001-0-531	AUXILIARY COURT-TELEPHONE	$3.01
9-1100-412-00-055-001-0-531	CHILD PROTECTIVE COURT TELEPHONE	$1.15
9-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	$0.18
9-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	$0.18
9-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE	$334.97
9-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	$0.44
9-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	$0.34
9-1100-415-00-200-002-0-531	COMPUTER DEPT-TELEPHONE	$343.49
9-1100-415-00-200-002-0-531	HEALTH CLINICS-TELEPHONE	$1.08
9-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	$24.65
9-1100-415-21-170-001-0-531	AUDIT DEPT-TELEPHONE	$0.65
9-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	$37.77
9-1100-415-40-180-001-0-531	CONSTABLE PCT .4 - TELEPHONE	$3.55
9-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	$72.46
9-1100-419-40-220-001-0-531	GEN GOVT BLDG-TELEPHONE	$2.04
9-1100-421-00-115-027-0-531	TX DPS-TELEPHONE	$0.17
9-1100-422-10-300-001-0-531	FIREFIGHTING-TELEPHONE	$0.25
9-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	$8.13
9-1100-423-21-280-002-0-531	JAIL-TELEPHONE	$1,315.38
9-1100-423-60-330-002-0-531	JUV PROB-TELEPHONE	$0.71
9-1100-441-00-340-001-0-531	HEALTH ADM-TELEPHONE	$34.95
9-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	$178.07
9-1100-461-00-380-001-0-531	TX COOP EXTENSION-TELEPHONE	$26.42
9-1100-466-00-121-050-0-531	PCT. 1 CRC	$2.31

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : January 03, 2010

Account Number	Department Name	Total Long Distance Charges (Before Tax)
9-1201-431-00-121-004-0-531	PCT.1 RD ADM-TELEPHONE	$1.54
9-1204-431-00-124-005-0-531	PCT.4 RD ADM-TELEPHONE	$2.81
9-1211-452-00-121-013-0-531	PARKS PCT.1-TELEPHONE	$1.24
9-1213-452-00-123-008-0-531	PARKS PCT.3-TELEPHONE	$0.08
9-1247-412-50-100-001-0-531	LAW LIBRARY-TELEPHONE	$2.69
9-1282-412-30-085-001-9-531	PUBLIC DEFENDER-TELEPHONE	$0.03
9-1292-441-00-350-001-0-531	WIC ADM-TELEPHONE	$33.67
9-1297-423-00-320-005-0-531	RESTITUTION CTR-TELEPHONE	$35.44
9-1297-423-00-320-020-0-531	COMM CORR-TELEPHONE	$3.49
	Total Charges (Before Taxes)	**$2,788.45**

1100-415-00-200-002-0-531	COMPUTER DEPT-TELEPHONE - OTHER CHARGES	
	GOVERNMENT FEE & TAX	$0.00
	VOICE SERVICES	$84.00
	SURCHARGES AND OTHER FEES	$69.85
1100-415-00-200-002-0-855	COMPUTER DEPT-LATE FEES	$0.00
	Total Billed Amount	**$2,942.30**
	AT&T Paper Bill	**$2,942.30**
	Difference	**$0.00**

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : December 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1100-132-20-000-000-0	HEADSTART	$322.96
1100-132-50-000-000-0	DRAINAGE ADM-TELEPHONE	$0.25
1100-412-00-001-001-0	92ND DC-TELEPHONE	$4.02
1100-412-00-003-001-0	139TH DC-TELEPHONE	$1.76
1100-412-00-004-001-0	206TH DC-TELEPHONE	$3.24
1100-412-00-005-001-0	275TH DC-TELEPHONE	$0.35
1100-412-00-006-001-0	332ND DC-TELEPHONE	$5.16
1100-412-00-007-001-0	370TH DC-TELEPHONE	$0.93
1100-412-00-008-001-0	389TH DC-TELEPHONE	$11.51
1100-412-00-009-003-0	INDIGENT DEFENSE-TELEPHONE	$6.41
1100-412-00-011-001-0	449TH DC-TELEPHONE	$9.75
1100-412-00-040-001-0	CRT OF CIV APP-TELEPHONE	$54.57
1100-412-00-045-001-0	AUXILIARY COURT-TELEPHONE	$2.62
1100-412-00-055-001-0	CHILD PROTECTIVE COURT-TELEPHONE	$0.13
1100-412-00-067-001-0	JP PCT 4/PL 1-TELEPHONE	$0.60
1100-412-00-080-002-0	CRIM DA-TELEPHONE	$368.67
1100-412-30-085-003-0	PUB DEF-TELEPHONE	$0.14
1100-414-00-130-001-0	ELECTIONS DEPT-TELEPHONE	$1.58
1100-415-00-200-002-0	COMPUTER DEPT-TELEPHONE	$286.62
1100-415-15-140-001-0	TAX OFF-TELEPHONE	$6.03
1100-415-40-180-001-0	CO CLERK-TELEPHONE	$73.45
1100-419-10-210-001-0	PLANNING DEPT-TELEPHONE	$53.18
1100-419-40-220-001-0	GEN GOVT BLDG-TELEPHONE	$0.55
1100-422-10-300-001-0	FIREFIGHTING-TELEPHONE	$3.68
1100-423-00-320-001-0	ADULT PROB-TELEPHONE	$10.89
1100-423-21-280-002-0	JAIL-TELEPHONE	$1,377.37
1100-423-60-330-002-0	JUV PROB-TELEPHONE	$3.68
1100-441-00-340-001-0	HEALTH ADM-TELEPHONE	$31.77
1100-441-00-340-003-0	HEALTH CLINICS-TELEPHONE	$189.15
1100-461-00-380-001-0	TX COOP EXTENSION-TELEPHONE	$50.58
1100-132-40-000-000-0-000	URBAN COUNTY-TELEPHONE	$78.29
1201-431-00-121-004-0	PCT.1 RD ADM-TELEPHONE	$11.52
1203-431-00-123-004-0	PCT.3 RD ADM-TELEPHONE	$0.62
1204-431-00-124-005-0	PCT.4 RD ADM-TELEPHONE	$2.58
1211-452-00-121-013-0	PARKS PCT.1-TELEPHONE	$0.02
1213-452-00-123-008-0	PARKS PCT.3-TELEPHONE	$0.06

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : December 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1247-412-50-100-001-0	LAW LIBRARY-TELEPHONE	$1.91
1292-441-00-350-001-0	WIC ADM-TELEPHONE	$38.14
1297-423-00-320-005-0	RESTITUTION CTR-TELEPHONE	$41.80
1297-423-00-320-020-0	COMM CORR-TELEPHONE	$4.18
	Total Charges (Before Taxes)	**$3,060.72**

1100-415-00-200-002-0-531	COMPUTER DEPT-TELEPHONE - OTHER CHARGES	
	GOVERNMENT FEE & TAX	$0.00
	VOICE SERVICES	$84.00
	SURCHARGES AND OTHER FEES	$74.49
1100-415-00-200-002-0-855	COMPUTER DEPT-LATE FEES	$0.00
	Total Billed Amount	**$3,219.21**
	AT&T Paper Bill	**$3,219.21**
	Difference	**$0.00**

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : November 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1100-132-20-000-000-0	HEADSTART	$361.05
1100-132-50-000-000-0	DRAINAGE ADM-TELEPHONE	$0.55
1100-412-00-001-001-0	92ND DC-TELEPHONE	$3.90
1100-412-00-003-001-0	139TH DC-TELEPHONE	$4.14
1100-412-00-004-001-0	206TH DC-TELEPHONE	$4.17
1100-412-00-005-001-0	275TH DC-TELEPHONE	$1.29
1100-412-00-006-001-0	332ND DC-TELEPHONE	$3.39
1100-412-00-007-001-0	370TH DC-TELEPHONE	$1.01
1100-412-00-008-001-0	389TH DC-TELEPHONE	$6.47
1100-412-00-009-003-0	INDIGENT DEFENSE-TELEPHONE	$8.32
1100-412-00-011-001-0	449TH DC-TELEPHONE	$3.97
1100-412-00-040-001-0	CRT OF CIV APP-TELEPHONE	$65.28
1100-412-00-045-001-0	AUXILIARY COURT-TELEPHONE	$3.26
1100-412-00-055-001-0	CHILD PROTECTIVE COURT-TELEPHONE	$0.28
1100-412-00-067-001-0	JP PCT 4/PL 1-TELEPHONE	$0.41
1100-412-00-080-002-0	CRIM DA-TELEPHONE	$415.08
1100-412-30-085-003-0	PUB DEF-TELEPHONE	$0.28
1100-414-00-130-001-0	ELECTIONS DEPT-TELEPHONE	$1.19
1100-415-00-200-002-0	COMPUTER DEPT-TELEPHONE	$466.47
1100-415-15-140-001-0	TAX OFF-TELEPHONE	$6.50
1100-415-40-180-001-0	CO CLERK-TELEPHONE	$60.98
1100-419-10-210-001-0	PLANNING DEPT-TELEPHONE	$44.50
1100-419-40-220-001-0	GEN GOVT BLDG-TELEPHONE	$1.45
1100-421-00-280-001-0	SHERIFF-TELEPHONE	$0.19
1100-422-10-300-001-0	FIREFIGHTING-TELEPHONE	$2.60
1100-423-00-320-001-0	ADULT PROB-TELEPHONE	$18.46
1100-423-21-280-002-0	JAIL-TELEPHONE	$1,423.95
1100-423-60-330-002-0	JUV PROB-TELEPHONE	$0.03
1100-441-00-340-001-0	HEALTH ADM-TELEPHONE	$32.35
1100-441-00-340-003-0	HEALTH CLINICS-TELEPHONE	$228.92
1100-461-00-380-001-0	TX COOP EXTENSION-TELEPHONE	$59.30
1100-132-40-000-000-0-000	URBAN COUNTY-TELEPHONE	$69.79
1201-431-00-121-004-0	PCT.1 RD ADM-TELEPHONE	$9.68
1204-431-00-124-005-0	PCT.4 RD ADM-TELEPHONE	$2.46
1211-452-00-121-013-0	PARKS PCT.1-TELEPHONE	$0.30
1247-412-50-100-001-0	LAW LIBRARY-TELEPHONE	$1.11

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : November 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1292-441-00-350-001-0	WIC ADM-TELEPHONE	$51.89
1297-423-00-320-005-0	RESTITUTION CTR-TELEPHONE	$24.34
1297-423-00-320-020-0	COMM CORR-TELEPHONE	$3.94
2202-419-50-115-065-0	DBM-W/C DIV	$1.12
	Total Charges (Before Taxes)	**$3,394.37**

1100-415-00-200-002-0-531	COMPUTER DEPT-TELEPHONE - OTHER CHARGES	
	GOVERNMENT FEE & TAX	$0.00
	VOICE SERVICES	$84.00
	SURCHARGES AND OTHER FEES	$77.45
1100-415-00-200-002-0-855	COMPUTER DEPT-LATE FEES	$0.00
	Total Billed Amount	**$3,555.82**
	AT&T Paper Bill	**$3,555.82**
	Difference	**$0.00**

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : October 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1100-132-20-000-000-0	HEADSTART	$65.96
1100-132-50-000-000-0	DRAINAGE ADM-TELEPHONE	$1.29
1100-412-00-001-001-0	92ND DC-TELEPHONE	$2.40
1100-412-00-002-001-0	93RD DC-TELEPHONE	$1.36
1100-412-00-003-001-0	139TH DC-TELEPHONE	$3.01
1100-412-00-004-001-0	206TH DC-TELEPHONE	$4.71
1100-412-00-005-001-0	275TH DC-TELEPHONE	$0.90
1100-412-00-006-001-0	332ND DC-TELEPHONE	$2.59
1100-412-00-007-001-0	370TH DC-TELEPHONE	$2.65
1100-412-00-008-001-0	389TH DC-TELEPHONE	$6.01
1100-412-00-009-003-0	INDIGENT DEFENSE-TELEPHONE	$2.91
1100-412-00-011-001-0	449TH DC-TELEPHONE	$9.83
1100-412-00-040-001-0	CRT OF CIV APP-TELEPHONE	$44.41
1100-412-00-045-001-0	AUXILIARY COURT-TELEPHONE	$3.17
1100-412-00-055-001-0	CHILD PROTECTIVE COURT-TELEPHONE	$0.43
1100-412-00-063-001-0	JP PCT 2/PL 1-TELEPHONE	$0.22
1100-412-00-067-001-0	JP PCT 4/PL 1-TELEPHONE	$0.38
1100-412-00-069-001-0	JP PCT 5/PL 1-TELEPHONE	$1.38
1100-412-00-080-002-0	CRIM DA-TELEPHONE	$462.11
1100-412-00-090-001-0	DIST CLERK-TELEPHONE	$0.14
1100-413-00-110-006-0	CO JUDGE-TELEPHONE	$0.06
1100-414-00-130-001-0	ELECTIONS DEPT-TELEPHONE	$0.40
1100-415-00-200-002-0	COMPUTER DEPT-TELEPHONE	$879.40
1100-415-15-140-001-0	TAX OFF-TELEPHONE	$2.75
1100-415-40-180-001-0	CO CLERK-TELEPHONE	$70.57
1100-419-10-210-001-0	PLANNING DEPT-TELEPHONE	$50.79
1100-419-40-220-001-0	GEN GOVT BLDG-TELEPHONE	$0.71
1100-422-10-300-001-0	FIREFIGHTING-TELEPHONE	$1.94
1100-423-00-320-001-0	ADULT PROB-TELEPHONE	$1.97
1100-423-21-280-002-0	JAIL-TELEPHONE	$1,448.43
1100-423-60-330-002-0	JUV PROB-TELEPHONE	$1.83
1100-432-00-123-001-0	SANITATION PCT.3-TELEPHONE	$0.22
1100-441-00-340-001-0	HEALTH ADM-TELEPHONE	$12.96
1100-441-00-340-003-0	HEALTH CLINICS-TELEPHONE	$236.06
1100-461-00-380-001-0	TX COOP EXTENSION-TELEPHONE	$38.30
1201-431-00-121-004-0	PCT.1 RD ADM-TELEPHONE	$1.21

Bill Summary for COUNTY OF HIDALGO

Information Technology Department

Billing Period Ending : October 03, 2009

Account Number	Department Name	Total Long Distance Charges (Before Tax)
1204-431-00-124-005-0	PCT.4 RD ADM-TELEPHONE	$2.25
1213-452-00-123-008-0	PARKS PCT.3-TELEPHONE	$0.07
1247-412-50-100-001-0	LAW LIBRARY-TELEPHONE	$1.65
1292-441-00-350-001-0	WIC ADM-TELEPHONE	$35.28
1297-423-00-320-002-0	BASIC SUPERVISION-TELEPHONE	$11.25
1297-423-00-320-005-0	RESTITUTION CTR-TELEPHONE	$91.39
1297-423-00-320-020-0	COMM CORR-TELEPHONE	$5.25
2202-419-50-115-065-0	DBM-W/C DIV	$1.26
	Total Charges (Before Taxes)	**$3,511.86**

1100-415-00-200-002-0-531	COMPUTER DEPT-TELEPHONE - OTHER CHARGES	
	GOVERNMENT FEE & TAX	$0.00
	VOICE SERVICES	$84.00
	SURCHARGES AND OTHER FEES	$79.48
1100-415-00-200-002-0-855	COMPUTER DEPT-LATE FEES	$46.22
	Total Billed Amount	**$3,721.56**
	AT&T Paper Bill	**$3,721.56**
	Difference	**$0.00**

AI-19568 **13.B.**

Cell Phone Request Form

CC REGULAR

Date:	01/26/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Elections:
1. Authorization to purchase REQUISITION # 169230 through the County's membership/participation with CONTRACT: C09-231-09-22 with awarded vendor HEB WIRELESS for the following services:

Quantity:	Description:	Department:	One Time Equipment Cost:	Monthly Service Charge:	Seasonal Standby Cost:
22	MIFI 2200 Novatel	Elections	Equipment is FREE + Shipping & Handling $25.92 = $25.92	Sprint Government 3G plan @ $49.99 X 22 X 7 months = $7,698.46	$7.64 X 22 X 5 months = $840.40

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 **ACCT. #:** 0-1100-414-00-130-001-0532

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

BUDGETARY IMPACT:

Requisition# 169230 - $8,564.78 available balance.

Attachments

Link: Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/22/2010 09:44 AM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 01:35 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Griselda Salazar

Started On: 01/21/2010 04:54 PM

Final Approval Date: 01/22/2010

H-E-B Mobile
646 South Main Ave W2
San Antonio TX 78254
210-559-9885 Cell/210-938-7154 Office

Date: January 21, 2010
Prepared By: Christina Guajardo
Email Address : Guajardo.andrea@heb.com

TO **Contract Number -DIR-SDD-611**
Hidalgo County of Texas
Att Renan Ramirez
7001 Hwy 183 S
2818 S. Business Hwy 281 Edinburg TX 78539

Equipment

QUANTITY	DESCRIPTION	UNIT STANDARD PRICE	Flat Rate	LINE TOTAL
22	Sprint MiFi 2200 Novatel (Compatible with Windows Vista 32, 64, XP, 2000; Macintosh OX X 10.4 x through 10.5x; Linux OS (e.g. Ubuntu 6.x, 7.10)	$149.99	Free	$ -
22	Shipping of Handsets			$ 24.00
	Total will be deferred to the Sprint bill			

ONE TIME CHARGE SUBTOTAL	$ 24.00
SALES TAX	8%
ONE TIME CHARGE TOTAL	**$ 25.92**

Monthly Recurring Plan

QUANTITY	DESCRIPTION	PRICE WITH DISCOUNT	MONTHLY COST
22	Sprint Government 3G (5gb/300 MB Limitation)**	$49.99	$ 1,099.78
22	July Seasonal Standby Month*	$7.64	$ 168.08
22	August Seasonal Standby Month*	$7.64	$ 168.08
22	September Seasonal Standby Month*	$7.64	$ 168.08
22	December Seasonal Standby Month*	$7.64	$ 168.08
22	January Seasonal Standby Month*	$7.64	$ 168.08

Service Terms

Service will consist of February, March, April, May, June, October, and November (Standby months are July, August, September, December January) *
Contract will consist of 12 months. Corporate-liable customers may remain on standby up to 9 months. After the time limit for being on Seasonal Standby is met, Customer must return to their original plan if available or other current rate plan thereafter. Sprint reserves the right to take action if the customer is abusing the 5 GB data usage limitation as well as the 300MB data roaming limitation. **

ESTIMATE OF THE MONTHLY RECURRING TOTAL	$ 1,099.78
ESTIMATE OF STANDBY MONTH	$ 168.08
TOTAL INVESTMENT (ESTIMATE OF 17 MONTH)	**$ 14,037.76**

Pricing does not include non-except taxes

THANK YOU FOR YOUR BUSINESS!

AI-19522 **14.A.**

Action Plan activities advertising

CC REGULAR

Date:	01/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2009-2010 One-Year Action Plan, and subsequent amendments.

BACKGROUND

The Urban County Program submitted Hidalgo County's One-Year Action Plan to HUD on May 13, 2009 after receiving Commissioner's Court approval on May 5, 2009. The submitted plan outlines the intended use of CDBG, HOME, and ESG funds administered by the Urban County Program. The plan further defines the specific projects to be implemented in terms of scope, location and budget availability. In an effort to expedite fund expenditures, the Urban County Program is seeking authorization to advertise for the required services to implement these projects at the onset of the program year in order to eliminate repetitive agenda items pertaining to the Plan and to shorten the administrative process for their implementation.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/20/2010 11:38 AM	APRV
2	Perla Lopez	Perla Lopez	01/20/2010 01:21 PM	APRV
3	Auditor's Office	Linda Fong	01/21/2010 03:42 PM	APRV
4	Purchasing Department		01/22/2010 05:50 PM	NEW

Form Started By: Estella Webber — Started On: 01/20/2010 10:07 AM

Final Approval Date: 01/22/2010

AI-19514 **15.A.**

Elections - Deletions, Creations, and Reclassifications of various full-time regular positions.

CC REGULAR

Date: 01/26/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Yvonne Ramon
Department: BUDGET & MANAGEMENT
Agenda Category: Elections Administration

Information

CAPTION

1. Approval of deletion, creation, and/or reclassification of the following postions, reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules:

Action	Slot No.	Current Position Title	Proposed Position Title	Current Salary	Proposed Salary	Difference
Delete	0002	Information Technology Manager	N/A	$62,930.00	$0.00	($62,930.00)
Create	0120	N/A	Elections System Manager	$0.00	$54,526.00	$54,526.00
Delete	0005	Elections Specialist	N/A	$39,375.00	$0.00	($39,375.00)
Create	0121	N/A	Elections Specialist II	$0.00	$34,360.00	$34,360.00
Delete	0013	Field Service Specialist	N/A	$28,301.00	0.00	($28,301.00)
Create	0122	N/A	Field Service Specialist I	$0.00	$31,815.00	$31,815.00
Reclassify	0007	Senior Field Service Specialist	Field Service Specialist II	$32,672.00	$37,109.00	$4,437.00
					Total Adjustments:	($5,468.00)

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-414-00-130-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding available from deletion of positions.
No budgetary Impact.

Attachments

Link: Job Descriptions
Link: revised salary schedule
Link: fiscal note
Link: Reclassification form
Link: PARS

Link: PARS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/21/2010 10:19 AM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 10:34 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/22/2010 04:30 PM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Sylvia Solis Started On: 01/20/2010 08:24 AM

Final Approval Date: 01/22/2010

SENIOR FIELD SERVICE SPECIALIST

GRADE: 08

GENERAL DESCRIPTION

Provide technical assistance in a professional manner, act as liaison for election officials, and perform other required activities during each election; Performs maintenance, testing, preparation, training, delivery and return for voting systems – the ballot scanning equipment used on Election Day and the direct record electronic system (DRE) used in Early Voting and Election Day; Utilize bar code technology to record the movement of the voting equipment and components through out the election process; Provides assistance in inventory of all election equipment, components and supplies; Provided schedules for Judge/Clerk trainings and assisted in contacting them; Oversees the compiling and organizing of all election supplies.

EXAMPLES OF WORK PERFORMED

Performs maintenance and testing on the paper ballot scanning equipment and Direct Record Electronic voting equipment (DRE), connecting to Laptop and software;

Provides technical support of personal computers' connectivity to the online voter registration system and early voter posting system including installation of personal computers, monitors, printers, and network communications devices; Schedules installation by contacting client by phone;

Notifies supervisor of any mechanical, maintenance or safety issues with recurring problems related to any vehicles owned or rented by the department;

Provides assistance to early voting clerks and election officials in a clear and professional manner;

Performs the preparation, assembly, and proofing of the election officials supply kits;

Performs DRE electronic ballot proofing including audio;

Performs paper ballot proofing and distribution;

Prepares, Schedules and Performs pre-tests and public tests of all election equipment and components;

Delivers and tests the computers connectivity to the DRE equipment used for early voting;

Routes the delivery and return of the early voting and Election Day equipment and supplies;

Provides phone support to election officials on Election Day;

Utilizes bar code technology to record the movement of the voting equipment and components through out the election process and of election supplies

Provides technical support on Election Day and during the early voting process

Organizes all election supplies;

Schedules Early Voting and Election Day itineraries for trainings;

Contacts Judges and clerks;

Assists in election officials training by setting up equipment, chairs, and video equipment;

Trains Judges/Clerks in iVotronic, laptop, supplies, etc. as needed;

Resolves routine questions and problems concerning voting equipment and procedures

Troubleshoots in field service environment related to online voter registration system, early voting posting system, ballot scanning equipment, DRE equipment and network communications

Tests the voting system laptops to ensure connectivity and accuracy at Rally Stations prior to and on election night

Provides training, assistance and technical support to Rally station personnel on election night

Assists other department divisions as required

Surveys polling places for compliance with the Americans with Disabilities Act (ADA) to ensure that voters with disabilities are safe and have the ability to cast their votes without assistance

Acts as a liaison for election activities related to election services contracts with municipalities, school districts, and political parties

Attends training as assigned by supervisor to maintain, enhance, or acquire job skills

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related experience; Graduation from a high school or equivalent; Associate Degree in Electronics or Computer Science preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the Election Code, Tax Laws, rules and procedures

Ability to read and interpret documents such as tax laws and ordinances, computer program instructions and election law procedures

Technical experience with multimedia equipment

Ability to write routine reports and correspondence

Experience in operating machines such as forklifts or other heavy machinery.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

Must be able to work extended hours and weekends when necessary;

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

FIELD SERVICE SPECIALIST II

GRADE: 08

GENERAL DESCRIPTION

Provide technical assistance in a professional manner, act as liaison for election officials, and perform other required activities during each election; Performs maintenance, testing, preparation, training, delivery and return for voting systems – the ballot scanning equipment used on Election Day and the direct record electronic system (DRE) used in Early Voting and Election Day; Utilize bar code technology to record the movement of the voting equipment and components through out the election process; Provides assistance in inventory of all election equipment, components and supplies.

EXAMPLES OF WORK PERFORMED

Performs maintenance and testing on the paper ballot scanning equipment and Direct Record Electronic voting equipment (DRE), connecting to Laptop and software

Provides technical support of personal computers' connectivity to the online voter registration system and early voter posting system including installation of personal computers, monitors, printers, and network communications devices; Schedules installation by contacting client by phone

Notifies supervisor of any mechanical, maintenance or safety issues with recurring problems related to any vehicles owned or rented by the department

Provides assistance to early voting clerks and election officials in a clear and professional manner

Performs the preparation, assembly, and proofing of the election officials supply kits

Performs DRE electronic ballot proofing including audio

Performs paper ballot proofing and distribution

Performs pre-tests and public tests of all election equipment and components

Delivers and tests the computers connectivity to the DRE equipment used for early voting

Routes the delivery and return of the early voting and Election Day equipment and supplies

Provides phone support to election officials on Election Day

Utilizes bar code technology to record the movement of the voting equipment and components through out the election process and of election supplies

Provides technical support on Election Day and during the early voting process

Assists in election officials training by setting up equipment, chairs, and video equipment

Resolves routine questions and problems concerning voting equipment and procedures

Troubleshoots in field service environment related to online voter registration system, early voting posting system, ballot scanning equipment, DRE equipment and network communications

Tests the voting system laptops to ensure connectivity and accuracy at Rally Stations prior to and on election night

Provides training, assistance and technical support to Rally station personnel on election night

Assists other department divisions as required

Surveys polling places for compliance with the Americans with Disabilities Act (ADA) to ensure that voters with disabilities are safe and have the ability to cast their votes without assistance

Acts as a liaison for election activities related to election services contracts with municipalities, school districts, and political parties

Attends training as assigned by supervisor to maintain, enhance, or acquire job skills

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related experience; Graduation from a high school or equivalent; Associate Degree in Electronics or Computer Science preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the Election Code, Tax Laws, rules and procedures

Ability to read and interpret documents such as tax laws and ordinances, computer program instructions and election law procedures

Technical experience with multimedia equipment

Ability to write routine reports and correspondence

HIDALGO COUNTY
ELECTIONS DEPARTMENT

Job Title:	**Information Technology Manager**	**FLSA Status:**	**Non-Exempt**
Dept No:	**130-001**	**Service Status:**	**Non-Exempt**

SUMMARY:
Develop Geographical Information System analysis tools and maps for the Elections department. Encode programs, prepare test data, and test and debug applications. Update graphical information systems as required and provide the necessary documentation for other county departments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Responsible for developing new software applications to adapt with department growth;
- Required to manage multiple database environments;
- In command of editing and creating lines, maps and streets in arcView GIS;
- In charge of vendor relationship management and staff supervision;
- Required to travel to various points around Hidalgo County to pick up and deliver any filed service equipment;
- Good organizational skills are required in order to keep proper maintenance records and allocate costs to individual jobs;
- Responsible for all electronic reporting duties of the department.
- Create, maintain, and update the departmental web site.
- Incorporate GIS information into the voter registration process.
- Migration of current voter registration list to the new state approved voting registration system.
- Evening and weekend work will be required;
- Ability to work well with others;
- Performs such other duties as may be assigned;
- Regular attendance is a must;

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

EDUCATION and/or EXPERIENCE

- Bachelors in Computer Science, four (4) years experience in a computer related field and two (2) years experience in dealing with election processes;
- Knowledge in industry standard hardware and software;
- Must have experience in arcView GIS, and proficient in the use of MS Visual Basic/VBA, Map Info, HTML, SQL Server, Oracle, MS Acess, dBase a plus,

Java, HTML, MS applications. Candidates must have experience in software development and database administration with knowledge Visual Studio.net, and Cold fusion;

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things;
- Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.;
- Requires the ability to speak to people wit poise, voice control and confidence;
- Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatically FORM; AND TO DEAL WITH SEVERAL ABSTRACT AND CONCRETE VARIABLES;
- Requires the ability to deal with people beyond giving and receiving instructions;
- Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

ELECTIONS SYSTEMS MANAGER

GRADE: 15

GENERAL DESCRIPTION

Employee performs complex and supervisory elections systems programming and data processing work. Work involves planning, coordinating, and scheduling computer operations and developing new procedures and programs. Employee will supervise the work of others. Work with department head to maintain, modify, improve, and support elections systems computer applications; Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees staff in planning and scheduling work and coordinating production

Ensures compliance with safety and operating procedures

Ensures the protection of the elections data maintained in the operations section

Coordinates site planning and preparation regarding changes to the elections systems or elections data communications configurations, and ensures that requirements are met

Contacts vendors concerning equipment and maintenance matters

Develops and establishes control and backup procedures for operations, and monitors for compliance

Advises and consults on proposed computer applications, including data transmission and the use of data communications equipment

Reviews reports of problems and evaluates the timeliness with which they are resolved, taking corrective action where appropriate

Supervises the work of others

Work with departments to determine user needs, analyze requirements, and design systems to meet needs

Define resource, database, and programming requirements based on needs

Plan layout and installation of new systems or modification to existing systems

Provide advice and consultation to department head on the implementation of system applications

Assist in the preparation of cost estimates of computer system changes

Establish security systems for elections system, including data integrity, and database management

Document procedures for implementing and using computer applications and programs

Communicate with users to promote smooth implementation of any new or modified programs

Train users in new software computer applications

Write new and modifies existing programs

Assist personal computer users with elections file system arrangements and setups

Assist users with hardware problems such as resetting printers and correcting operating system errors.

Install upgrades and patches on personal computer operating systems

Test and debugs programs

Perform or oversee regular maintenance operations in order to minimize down time of computer systems

Analyze system requirements in order to recommend reorganization of program alignment within department

Write/Review bid specifications for computer hardware and software

Read professional publications and attend meetings in order to stay abreast of new developments in the field

Prepare and maintain departmental budget

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience in data operation, programming, systems, or related field. Supervisory experience preferred. Graduation from an accredited four year college or university with Bachelors in Computer Science, Information Systems, or related field preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of computer programs and procedures, of the use and operation of data processing computer systems, of principles of electronics and electronic data processing, of electrical and electronic safety procedures, and of data communication networks.

Skill in the use and operation of data processing computer systems and in effective technical communications

Ability to devise work methods and procedures, to analyze and solve work problems, and to supervise the work of others

Knowledge of the principles of Information Technology and Telecommunication Technology

Knowledge of the principles of budgeting and budget management

Knowledge of the principles of management and supervision

Knowledge of computer hardware and software availability and capability

Knowledge of modern systems analysis principles and techniques

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
ELECTIONS DEPARTMENT

Job Title: Elections Specialist		**FLSA Status:**	**Non-Exempt**
Dept. Code: 130-001		**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Perform a variety of duties in assisting the Elections Manager with Elections processes such as Mail-In Ballots, scheduling and training of Judges and Clerks, organizing Elections Supplies and Ballot Board. Work is performed under the administrative direction of the Elections Manager and Elections Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Responsible for organizing all duties that pertain to Judges and Clerks.
- Assist in preparing election poll sites for Early Voting and Election Day.
- Provide public assistance in responding to calls, questions and requests for information.
- Organize and distribute election supplies.
- Assist and organize Ballot Board.
- Assist in sending notices of contribution and expenditure reports to office holders and candidates.
- Stay abreast of new and changing laws and legislation.
- Assist in the ordering of supplies and ballots to election workers, judges and clerks.
- Work with election judges, clerks, candidates on the ballots and the general public.
- Conduct orientations and trainings for the Election Judges and Clerks on procedures of the election process.
- Recruit and call potential election judges and clerks to work on Early Voting and Election Day.
- Work closely with verifying voting eligibility, processing requests to vote by mail and mailing ballots.
- Process voters' registration applications; examine and evaluate incoming registration applications, determine accuracy and verify voter.
- Organize and record registration applications; code applications according to precinct and enter valid information into computer.
- Prepare correspondence for applications and other parties involved in the process and notify applicants of their voters' status.
- Prepare all accepted applications and jackets for mailing ballots for storage at conclusion of election.
- Prepare all rejected applications and jackets with ballots for storage at conclusion of election.

- Work closely with Elections Manager to keep inventory by ballots.
- Any other duties as assigned.

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

EDUCATION and/or EXPERIENCE
- High school diploma or GED.
- Four (4) years experience in elections procedures.
- Bilingual is preferred.
- Must have excellent computer skills.
- Travel may be required.

CERTIFICTES, LICENSES, REGISTRATIONS:
- Employee must have a current valid Texas Motor Vehicle Operator's License.
- Must be able to be insured by the County's Insurance carrier.

OTHER SKILLS AND ABILITIES
- Must be able to lift 25 to 50 pounds.
- Must have agility.
- Must have good attendance.
- Must be on time.
- Must be able to work under pressure.
- Must be able to work under pressure to meet deadlines.
- Employee may be assigned other duties in addition to those listed and duties may change according to the changing needs of the department.

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

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

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

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

The noise level in the work environment is usually moderate.

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

ADDITIONAL DUTIES AND RESPONSIBILITY **Approved by CC 3/25/03**

- Assist the Executive Assistant with projects assigned by Elections Administrator.
- Assist the Executive Assistant and Elections Administrator with locating and contracting polling locations for county and/or contracted elections.
- Assist the Executive Assistant and Elections Administrator with preparing budget analyses and spreadsheets for expenses regarding elections Judges, workers and supplies, including mail ballot supplies.
- System Administrator IV.

ADDITIONAL DUTIES FOR SLOT #3 **Approved by CC 12/16/03**

- Provisional Balloting – Oversee Provisional Balloting and under direction of Elections Administrator, implementation of provisional balloting with and for Election Judges.
- Employee Supervision – Under the direction of the Elections Administrator, will supervise and train ten (10) or more employees (i.e. election workers).
- Fraud Supervision – Under the direct supervision of the Elections Administrator, will review, consult and provide report to Elections Administrator of any voting irregularities.

ELECTIONS SPECIALIST II

GRADE: 09

GENERAL DESCRIPTION

Performs specialized duties involved in processing and maintaining voter registration and election information. Assist the Elections Coordinator with election-related duties; perform assigned clerical work such as document processing and/or record keeping.

EXAMPLES OF WORK PERFORMED

Formulates the number of election judges statutorily required and assists in the certification process

Sets up election judge schools and helps train judges; assists in the preparation of the Election Judge Manual; assists in the placement of the election judges throughout Hidalgo County; generates pay sheets for the election judges and maintains their mileage records

Prepares specific computer programs and operations for each election which includes: Ballot Assignment Chart, Ballot Distribution Chart, Specimen Ballot Program, Election Judge Program, Polling Place Program, Absentee Voting Program, Student Absentee Voting Program and Incapacitated Program

Prepares monthly report of the Voter Confirmation Program; responsible for resolving all outstanding responses; compiles reports for the NVRA requirements; reviews and makes adjustments on the error report from the State Board of Elections.

Designs and produces camera-ready forms and certificates for the election process, which include: Applications to Vote, Voter Registration forms, Absentee Waiver forms, Certificate of Election/-Nomination forms, Election Judge Oaths, etc.

Prepares the office for in-person absentee voting and co-ordinates the mail-in absentee voting

Responsible for keeping maps accurate and updated for each elected district, adjusting as needed for annexations; also reflecting those changes on the computer voter program; communication is received from officials in various tax districts and shared with the County Director.

Inventories and helps in ordering office supplies and election supplies

Responsible for the file maintenance and retention of all election and voter registration documents

Performs complex and varied clerical duties such as classifying, consolidating, summarizing, sorting, filing, and distributing documents and information

Creates and maintains database of temporary personnel records. Processes weekly payroll documentation for distribution to outside vendor for payment

Coordinates with Information Technology (IT) to provide polling place information for the web page

Utilizes computer, calculator, and other standard office equipment to record, store, and retrieve information

Compiles complex and varied reports and correspondence, drawing from a variety of sources within and outside the department

Routinely answers customer questions via telephone and/or in person. Assists with resolving complex and problematic issues and questions

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years office/clerical experience; Graduation from a high school or equivalent; Associate Degree or Vocational training related to the job preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Requires knowledge of the County community and its organizational structure; knowledge of the Election Code, Tax Laws and Vital Statistics rules and procedures

Ability to read and interpret documents such as tax laws and ordinances, computer program instructions and election law procedures

Ability to write routine reports and correspondence

Ability to speak effectively before the general public or employees of the organization

HIDALGO COUNTY
Elections Department

Job Title: FIELD SERVICE SPECIALIST **FLSA Status:** Non-Exempt

Dept No.: 130-001 **Civil Service:** Non-Exempt

SUMMARY:

Provide technical assistance in a professional manner, act as liaison for election officials, and perform other required activities during each election; Performs maintenance, testing, preparation, training, delivery and return for voting systems – the ballot scanning equipment used on Election Day and the direct record electronic system (DRE) used in Early Voting and Election Day; Utilize bar code technology to record the movement of the voting equipment and components through out the election process; Provides assistance in inventory of all election equipment, components and supplies; Provides schedules for Judge/Clerk trainings and assisted in contacting them; Oversees the compiling and organizing of all election supplies.

EXAMPLES OF WORK PERFORMED

Assists in performing maintenance and testing on the paper ballot scanning equipment and Direct Record Electronic voting equipment (DRE), connecting to Laptop and software;

Provides technical support of personal computers' connectivity to the online voter registration system and early voter posting system including installation of personal computers, monitors, printers, and network communications devices; Schedules installation by contacting client by phone;

Notifies supervisor of any mechanical, maintenance or safety issues with recurring problems related to any vehicles owned or rented by the department;

Provides assistance to early voting clerks and election officials in a clear and professional manner;

Performs the preparation, assembly, and proofing of the election officials supply kits;

Assists in performs DRE electronic ballot proofing including audio;

Assists in performing paper ballot proofing and distribution;

Prepares, Schedules and Performs pre-tests and public tests of all election equipment and components;

Delivers and tests the computers connectivity to the DRE equipment used for early voting;

Routes the delivery and return of the early voting and Election Day equipment and supplies;

Provides phone support to election officials on Election Day;

Utilizes bar code technology to record the movement of the voting equipment and components through out the election process and of election supplies

Provides technical support on Election Day and during the early voting process

Organizes all election supplies;

Schedules Early Voting and Election Day itineraries for trainings;

Contacts Judges and clerks;

Assists in election officials training by setting up equipment, chairs, and video equipment;

Assists in Training Judges/Clerks in iVotronic, laptop, supplies, etc. as needed;

Resolves routine questions and problems concerning voting equipment and procedures

Troubleshoots in field service environment related to online voter registration system, early voting posting system, ballot scanning equipment, DRE equipment and network communications

Tests the voting system laptops to ensure connectivity and accuracy at Rally Stations prior to and on election night

Provides training, assistance and technical support to Rally station personnel on election night

Assists other department divisions as required

Surveys polling places for compliance with the Americans with Disabilities Act (ADA) to ensure that voters with disabilities are safe and have the ability to cast their votes without assistance

Acts as a liaison for election activities related to election services contracts with municipalities, school districts, and political parties

Attends training as assigned by supervisor to maintain, enhance, or acquire job skills

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience; Graduation from a high school or equivalent; Associate Degree in Electronics or Computer Science preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the Election Code, Tax Laws, rules and procedures

Ability to read and interpret documents such as tax laws and ordinances, computer program instructions and election law procedures

Technical experience with multimedia equipment

Ability to write routine reports and correspondence

Experience in operating machines such as forklifts or other heavy machinery.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

Must be able to work extended hours and weekends when necessary;

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

FIELD SERVICE SPECIALIST I

GRADE: 06

GENERAL DESCRIPTION

Provide technical assistance in a professional manner, act as liaison for election officials, and perform other required activities during each election; Performs maintenance, testing, preparation, training, delivery and return for voting systems – the ballot scanning equipment used on Election Day and the direct record electronic system (DRE) used in Early Voting and Election Day; Utilize bar code technology to record the movement of the voting equipment and components through out the election process; Provides assistance in inventory of all election equipment, components and supplies.

EXAMPLES OF WORK PERFORMED

Performs maintenance and testing on the paper ballot scanning equipment and Direct Record Electronic voting equipment (DRE), connecting to Laptop and software

Provides technical support of personal computers' connectivity to the online voter registration system and early voter posting system including installation of personal computers, monitors, printers, and network communications devices; Schedules installation by contacting client by phone

Notifies supervisor of any mechanical, maintenance or safety issues with recurring problems related to any vehicles owned or rented by the department

Provides assistance to early voting clerks and election officials in a clear and professional manner

Performs the preparation, assembly, and proofing of the election officials supply kits

Performs DRE electronic ballot proofing including audio

Performs paper ballot proofing and distribution

Performs pre-tests and public tests of all election equipment and components

Delivers and tests the computers connectivity to the DRE equipment used for early voting

Routes the delivery and return of the early voting and Election Day equipment and supplies

Provides phone support to election officials on Election Day

Utilizes bar code technology to record the movement of the voting equipment and

components throughout the election process and of election supplies

Provides technical support on Election Day and during the early voting process

Assists in election officials training by setting up equipment, chairs, and video equipment

Resolves routine questions and problems concerning voting equipment and procedures

Troubleshoots in field service environment related to online voter registration system, early voting posting system, ballot scanning equipment, DRE equipment and network communications

Tests the voting system laptops to ensure connectivity and accuracy at Rally Stations prior to and on election night

Provides training, assistance and technical support to Rally station personnel on election night

Assists other department divisions as required

Surveys polling places for compliance with the Americans with Disabilities Act (ADA) to ensure that voters with disabilities are safe and have the ability to cast their votes without assistance

Acts as a liaison for election activities related to election services contracts with municipalities, school districts, and political parties

Attends training as assigned by supervisor to maintain, enhance, or acquire job skills

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience; Graduation from a high school or equivalent; Associate Degree in Electronics or Computer Science preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the Election Code, Tax Laws, rules and procedures

Ability to read and interpret documents such as tax laws and ordinances, computer program instructions and election law procedures

Technical experience with multimedia equipment

Ability to write routine reports and correspondence

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-414-00-130-001-0

AI - 19514

ELECTIONS DEPT.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMINISTRATOR	73,500.00	0.00	0.00	0	0.00	0.00	73,500.00	73,500.00	0.00	0.00	0.00	0.00	0.00	73,500.00
~~0002~~	~~113~~	**DELETE POSITION:** ↓ ~~**INFORMATION TECHNOLOGY MANAGER**~~	~~62,930.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~62,930.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
~~0005~~	~~113~~	**DELETE POSITION:** ↓ ~~**ELECTIONS SPECIALIST**~~	~~39,375.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~39,375.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
~~0007~~	~~113~~	**RECLASSIFY POSITION:** **FIELD SERVICE SPECIALIST II** ~~**SENIOR FIELD SERVICE SPECIALIST**~~	~~32,672.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	**37,109.00** ~~32,672.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0010	113	ACCOUNTING CLERK	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	1,920.00	0.00	0.00	0.00	0.00	33,920.00
0011	113	EXECUTIVE ASSISTANT II	44,410.00	0.00	0.00	0	0.00	0.00	44,410.00	44,410.00	360.00	0.00	0.00	0.00	0.00	44,770.00
~~0013~~	~~113~~	**DELETE POSITION:** ↓ ~~**FIELD SERVICE SPECIALIST**~~	~~28,301.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~28,301.00~~	~~28,301.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~28,301.00~~
0014	113	DATA PROCESSOR III	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0015	113	ADMINISTRATIVE ASSISTANT III	30,224.00	0.00	0.00	0	0.00	0.00	30,224.00	30,224.00	0.00	0.00	0.00	0.00	0.00	30,224.00
0016	113	DATA PROCESSOR II	25,500.00	0.00	0.00	0	0.00	0.00	25,500.00	25,500.00	0.00	0.00	0.00	0.00	0.00	25,500.00
0017	113	DATA PROCESSOR I	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0018	113	DATA PROCESSOR I	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0020	113	DATA PROCESSOR I	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	113	DATA PROCESSOR I	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0022	113	DATA PROCESSOR I	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0085	113	EXECUTIVE ASSISTANT	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	40,950.00	1,320.00	0.00	0.00	0.00	0.00	42,270.00
0086	113	ELECTIONS PROJECT COORDINATOR	37,109.00	0.00	0.00	0	0.00	0.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
T103	121	DATA PROCESSOR	16,640.00	0.00	0.00	0	0.00	0.00	16,640.00	16,640.00	0.00	0.00	0.00	0.00	0.00	16,640.00
0109	113	ACCOUNTANT II	40,404.00	0.00	0.00	0	0.00	0.00	40,404.00	38,220.00	0.00	0.00	0.00	0.00	0.00	38,220.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-414-00-130-001-0

AI - 19514

ELECTIONS DEPT.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T110	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	16,640.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T111	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	16,640.00	0.00	0.00	0.00	0.00	0.00	16,640.00
T112	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T113	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T114	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T115	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T116	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T117	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T118	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T119	121	ELECTIONS SPECIALIST	0.00	16,640.00	16,640.00	0	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		PROPOSED POSITIONS: ↓														
0120	**113**	**ELECTIONS SYSTEM MANAGER**	**0.00**	**54,526.00**	**54,526.00**	**0**	**0.00**	**0.00**	**54,526.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0121	**113**	**ELECTIONS SPECIALIST II**	**0.00**	**34,360.00**	**34,360.00**	**0**	**0.00**	**0.00**	**34,360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0122	**113**	**FIELD SERVICE SPECIALIST I**	**0.00**	**31,815.00**	**31,815.00**	**0**	**0.00**	**0.00**	**31,815.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			652,065.00	166,400.00	166,400.00		0.00	0.00	855,574.00	523,134.00	3,600.00	0.00	0.00	0.00	0.00	526,734.00

Approval to delete one (1) Information Technology Manager position, slot no. 0002, budgeted salary $62,930.00.

Approval to delete one (1) Elections Specialist position, slot no. 0005, budgeted salary $39,375.00.

Approval to reclassify one (1) Senior Field Service Speicalist position, slot no. 0007, budgeted salary $32,672.00 to one (1) Field Service Specialist II position, proposed budgeted salary $37,109.00.

Approval to delete one (1) Field Service Specialist position, slot no. 0013, budgeted salary $28,301.00.

Approval to create one (1) Elections System Manager position, slot no. 0120, budgeted salary $54,526.00.

Approval to create one (1) Elections Specialist II position, slot no. 0121, budgeted salary $34,360.00.

Approval to create one (1) Field Service Specialist I position, slot no. 0122, budgeted salary $31,815.00.

All positions pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 26, 2010 **Agenda Item:** 19514

Summary of request/proposal:

The Elections Dept. is requesting approval of deletion, creation, and/or reclassification of the following positions, reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules:

Fund	Current Position/ Title	Proposed Position/ Title	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Information Technology Manager		0002	113	$62,930.00	$0.00	($62,930.00)
1100	Elections Specialist		0005	113	$39,375.00	$0.00	($39,375.00)
1100	Field Service Specialist		0013	113	$28,301.00	$0.00	($28,301.00)
1100		Elections System Manager	0120	113	$0.00	$54,526.00	$54,526.00
1100		Elections Specialist II	0121	113	$0.00	$34,360.00	$34,360.00
1100		Field Service Specialist I	0122	113	$0.00	$31,815.00	$31,815.00
1100	Senior Field Service Specialist	Field Service Specialist II	0007	113	$32,672.00	$37,109.00	$4,437.00
				TOTAL:	$163,278.00	$157,810.00	($5,468.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-414-00-130-001-0	113	ELECTIONS DEPT. -	REG F/T EMPLOYEES	($5,111.85)
0-1100-414-00-130-001-0	211	ELECTIONS DEPT. -	HEALTH INSURANCE	$0.00
0-1100-414-00-130-001-0	212	ELECTIONS DEPT. -	LIFE INSURANCE	$0.00
0-1100-414-00-130-001-0	220	ELECTIONS DEPT. -	FICA	($391.06)
0-1100-414-00-130-001-0	230	ELECTIONS DEPT. -	RETIREMENT	($486.65)
0-1100-414-00-130-001-0	250	ELECTIONS DEPT. -	UNEMPLOYMENT COMP	($25.56)
0-1100-414-00-130-001-0	260	ELECTIONS DEPT. -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	($6,015.12)

2011 Budgetary Impact: ($6,434.19)

Possible Funding Sources:

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **ELECTIONS DEPT.** **REQUEST DATE: 01/14/10**

DEPARTMENT NUMBER: **130** **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0007

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

SENIOR FIELD SERVICE SPECIALIST	$32,672.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

FIELD SERVICE SPECIALIST II	$37,109.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

FIELD SERVICE SPECIALIST II	$37,109.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Human Resources Representative	Date 1/22/2010
County Treasurer Representative	Date 01/22/10
Budget & Management Representative	Date 1/21/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Senior Field Service Specialist CURRENT SLOT. #: 0007

REQUESTED POSITION TITLE: Field Service Specialist II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☒ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 32,672.00 (Current Budgeted Salary) $ 37,109.00 (Proposed Budgeted Salary) $ 4,437.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position has changed in that the technology requirements are vital to the placement.

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

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

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

The increase of technological demands as it pertains to this position has changed. The position requires specific experience and skills.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Norma G. García 01/22/10 ☑ Yes

1.	DEPARTMENT HEAD	DATE 1-19-10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Information Technology Manager CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	$ 62,930.00	$ 0.00	$ (-62,930.00)
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This deletion is necessary in order to correctly title and adjust salary for position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 1/18/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Elections Specialist CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 39,375.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-39,375.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The deletion allows the correct creation of position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	01/19/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/22/2010 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/21/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0121

REQUESTED POSITION TITLE: Elections Specialist II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 34,360.00 (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The name change and salary change correctly place the position in the correct job responsibility. This position requires experience & knowledge with the elections process.

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

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

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

The specific requirement is in the knowledge of election laws as it pertains to the judicial & non-judicial paperwork as well as the FPCA, early voting, etc.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 01/19/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Field Service Specialist CURRENT SLOT. #: 0013

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of position

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,301.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-28,301.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The job responsibilities require a reclassification due to the technological knowledge demanded of the job that did not exist before.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 01/19/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0122

REQUESTED POSITION TITLE: Field Service Specialist I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 31,815.00 (Proposed Budgeted Salary) $ 31,815.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position will correctly place the technology requirements and job requirements. This position requires specific skills and knowledge of the election process as it relates to technology.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1-19-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/22/2010 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/22/2010 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0120

REQUESTED POSITION TITLE: Elections System Manager

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 54,526.00 (Proposed Budgeted Salary) $ 54,526.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This title and salary correctly place the position in charge of the programming of the voting machines as well as in charge of technology for the dept. This position requires specific skills & knowledge.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 1/18/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Senior Field Service Specialist CURRENT SLOT. #: 0007

REQUESTED POSITION TITLE: Field Service Specialist II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☒ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 32,672.00 (Current Budgeted Salary) $ 37,109.00 (Proposed Budgeted Salary) $ 4,437.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position has changed in that the technology requirements are vital to the placement.

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

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

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

The increase of technological demands as it pertains to this position has changed. The position requires specific experience and skills.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Norma G. García 01/22/10 ☑ Yes

1.	DEPARTMENT HEAD	DATE 1-19-10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Information Technology Manager CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:	$ 62,930.00	$ 0.00	$ (-62,930.00)
	Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

$ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This deletion is necessary in order to correctly title and adjust salary for position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 1/18/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Elections Specialist CURRENT SLOT. #: 0005

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 39,375.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-39,375.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The deletion allows the correct creation of position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	01/19/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/22/2010 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/21/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0121

REQUESTED POSITION TITLE: Elections Specialist II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 34,360.00 (Proposed Budgeted Salary) $ 34,360.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The name change and salary change correctly place the position in the correct job responsibility. This position requires experience & knowledge with the elections process.

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

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

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

The specific requirement is in the knowledge of election laws as it pertains to the judicial & non-judicial paperwork as well as the FPCA, early voting, etc.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 01/19/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: Field Service Specialist CURRENT SLOT. #: 0013

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Deletion of position

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,301.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (-28,301.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The job responsibilities require a reclassification due to the technological knowledge demanded of the job that did not exist before.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 01/19/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0122

REQUESTED POSITION TITLE: Field Service Specialist I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 31,815.00 (Proposed Budgeted Salary) $ 31,815.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This position will correctly place the technology requirements and job requirements. This position requires specific skills and knowledge of the election process as it relates to technology.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1-19-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/22/2010 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/22/2010 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Election Dept. (130-001) DATE: January 14, 2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0120

REQUESTED POSITION TITLE: Elections System Manager

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 54,526.00 (Proposed Budgeted Salary) $ 54,526.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

This title and salary correctly place the position in charge of the programming of the voting machines as well as in charge of technology for the dept. This position requires specific skills & knowledge.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 1/18/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 1/22/2010	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/21/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-19472 **16.A.**

Purchase Four Vehicles

CC REGULAR

Date:	01/26/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Purchase Four Vehicles (Two Pickup Trucks, One - 1 1/2 Tons, One - 1 3/4 Tons) Through the Hidalgo County's Membership/Participation with the Texas Procurement and Support Services (TPASS) Awarded Vendor, Caldwell Country Chevrolet-Pontiac

BACKGROUND

Policy Council Approval: 01.20.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact to the county. Utilizing the County's membership and/or participation with Texas Procurement

Attachments

Link: Purchase Four Vehicles

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/15/2010 04:31 PM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 04:18 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Linda Galaviz — Started On: 01/15/2010 08:20 AM

Final Approval Date: 01/22/2010

AI-19472 **16.A.**

Purchase Four Vehicles

CC REGULAR

Date:	01/26/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Purchase Four Vehicles (Two Pickup Trucks, One - 1 1/2 Tons, One - 1 3/4 Tons) Through the Hidalgo County's Membership/Participation with the Texas Procurement and Support Services (TPASS) Awarded Vendor, Caldwell Country Chevrolet-Pontiac

BACKGROUND

Policy Council Approval: 01.20.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact to the county. Utilizing the County's membership and/or participation with Texas Procurement

Attachments

Link: Purchase Four Vehicles

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/15/2010 04:31 PM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 04:18 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Linda Galaviz — Started On: 01/15/2010 08:20 AM

Final Approval Date: 01/22/2010

AI-19473 **16.B.**

Roof Repairs

CC REGULAR

Date:	01/26/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Authority to Advertise Sealed Competitive Procurements - Project Specific: Roof Repairs for the Following Individual Head Start Facilities: Donna II, Hidalgo, Pharr and Progreso Head Start Centers

BACKGROUND

Policy Council Approval: 01.20.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Roof Repairs

Link: donna roof repairs

Link: hidalgo roof repairs

Link: pharr roof repairs

Link: progresso roof repairs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/15/2010 04:31 PM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 03:57 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Linda Galaviz — Started On: 01/15/2010 08:25 AM

Final Approval Date: 01/22/2010

AI-19473 **16.B.**

Roof Repairs

CC REGULAR

Date:	01/26/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Authority to Advertise Sealed Competitive Procurements - Project Specific: Roof Repairs for the Following Individual Head Start Facilities: Donna II, Hidalgo, Pharr and Progreso Head Start Centers

BACKGROUND

Policy Council Approval: 01.20.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Roof Repairs

Link: donna roof repairs

Link: hidalgo roof repairs

Link: pharr roof repairs

Link: progresso roof repairs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/15/2010 04:31 PM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 03:57 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Linda Galaviz — Started On: 01/15/2010 08:25 AM

Final Approval Date: 01/22/2010

BID NO:2010-001-01-26	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

January 26, 2010

REQUEST FOR SEALED BIDS
"ROOF REPAIRS - DONNA II HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - DONNA II HEAD START"
January 26, 2009
BID NO: 2010-001-01-26

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.
Thank you.

JANUARY 26, 2010

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS - DONNA II HEAD START"
BID NO: 2010-001-01-26

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Enclosures

LEGAL NOTICE BID No: 2010-001-01-26

1. Sealed Bids will be received for “ROOF REPAIRS - DONNA II HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“ROOF REPAIRS - DONNA II HEAD START”** and delivered to Hidalgo County Head Start Program-Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday February 16, 2010.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	February 16 , 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. 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 Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"ROOF REPAIRS –
DONNA II HEAD START"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - DONNA II HEAD START"
BID No. 2010-001-01-26

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS - DONNA II HEAD START. Sealed Bids will be accepted until 2:00 p.m., Tuesday, February 16, 2010. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2010-001-01-26
Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, February 11, 2010 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

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.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement 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 specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove existing shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective “side” flashing
- Remove defective pipe flashing
- Remove defective/rotted roof plywood
- Remove defective studs and moldings applicable to roofing
- Remove defective drip edge flashing
- Remove defective/rotted fascia board(s) and 1x2 molding if necessary
- Replace defective/rotted roof plywood with appropriate roofing plywood
- Replace defective valley flashing
- Replace defective “side” flashing
- Replace defective pipe flashing
- Replace defective drip edge flashing
- Replace defective/rotted fascia board(s) and 1x2 molding
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 20 year composition shingles-Owens Corning or equivalent
- Remove debris from premises daily
- Head Start will select roof shingle color
- Must meet Davis Bacon Act requirements
- Building located at: 1715 Miller Ave. Donna TX

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Finance Department upon satisfactory completion of project. There will be NO Advance Payments.

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
DONNA II HEAD START"

EXHIBIT B

BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - DONNA II HEAD START"
January 26, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, February 16, 2010.

COST:

DONNA II CENTER

Roof Repair Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
DONNA II HEAD START"

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4) Permits:_____

5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS –
DONNA II HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS FOR DONNA II HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____% (List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **In compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **FEBRUARY 16, 2010** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS - DONNA II HEAD START"**

BID NUMBER 2010-001-01-26

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS – DONNA II HEAD START"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-001-02-23

THIS CONTRACT is made and entered into this 23rd day of February, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for Donna II Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning **_____ and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____
_____
_____
_____

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.

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

18. **Successors.** 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.

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this 23rd day of February, 2010

APPROVED BY COMMISSIONERS COURT ON: February 23, 2010

Company:

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain
.

BID NO:2010-002-01-26	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

January 26, 2010

REQUEST FOR SEALED BIDS
"ROOF REPAIRS - HIDALGO HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - HIDALGO HEAD START"
January 26, 2010
BID NO: 2010-002-01-26

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.
Thank you.

JANUARY 26, 2010

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS - HIDALGO HEAD START"
BID NO: 2010-002-01-26

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Enclosures

LEGAL NOTICE BID No: 2010-002-01-26

1. Sealed Bids will be received for “ROOF REPAIRS - HIDALGO HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“ROOF REPAIRS - HIDALGO HEAD START”** and delivered to Hidalgo County Head Start Program-Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday February 16, 2010.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	February 16, 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. 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 Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"ROOF REPAIRS –
HIDALGO HEAD START"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - HIDALGO HEAD START"
BID No. 2010-002-01-26

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS - HIDALGO HEAD START. Sealed Bids will be accepted until 2:00 p.m., Tuesday, February 16, 2010. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2010-002-01-26
Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, February 11, 2010 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

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.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement 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 specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove existing shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective “side” flashing
- Remove defective pipe flashing
- Remove defective/rotted roof plywood
- Remove defective studs and moldings applicable to roofing
- Remove defective drip edge flashing
- Remove defective/rotted fascia board(s) and 1x2 molding if necessary
- Replace defective/rotted roof plywood with appropriate roofing plywood
- Replace defective valley flashing
- Replace defective “side” flashing
- Replace defective pipe flashing
- Replace defective drip edge flashing
- Replace defective/rotted fascia board(s) and 1x2 molding
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 20 year composition shingles-Owens Corning or equivalent
- Remove debris from premises daily
- Head Start will select roof shingle color
- Must meet Davis Bacon Act requirements
- Building located at: 621 S. 5th St. Hidalgo TX

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Finance Department upon satisfactory completion of project. There will be NO Advance Payments.

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“ROOF REPAIRS –
HIDALGO HEAD START”

EXHIBIT B

BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - HIDALGO HEAD START"
January 26, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, February 16, 2010.

COST:

HIDALGO CENTER

Roof Repair Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
HIDALGO HEAD START"

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4) Permits:_____

5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS –
HIDALGO HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS FOR HIDALGO HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____% (List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **In compliance with** the State Ethics Commission **requirements.**

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **FEBRUARY 16, 2010** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS - HIDALGO HEAD START"**

BID NUMBER 2010-002-01-26

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS – HIDALGO HEAD START"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-002-02-23

THIS CONTRACT is made and entered into this 23rd day of February, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for Hidalgo Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning _____ **and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____
_____
_____
_____

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.

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

18. **Successors.** 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.

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract

upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this 23rd day of February, 2010

APPROVED BY COMMISSIONERS COURT ON: February 23, 2010

Company:

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain
.

BID NO:2010-003-01-26	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

January 26, 2010

REQUEST FOR SEALED BIDS
"ROOF REPAIRS – PHARR HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – PHARR HEAD START"
January 26, 2010
BID NO: 2010-003-01-26

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.
Thank you.

JANUARY 26, 2010

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS – PHARR HEAD START"
BID NO: 2010-003-01-26

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Enclosures

LEGAL NOTICE BID No: 2010-003-01-26

1. Sealed Bids will be received for “ROOF REPAIRS – PHARR HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“ROOF REPAIRS - PHARR HEAD START”** and delivered to Hidalgo County Head Start Program-Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday February 16, 2010.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	February 16 , 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. 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 Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"ROOF REPAIRS –
PHARR HEAD START"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – PHARR HEAD START"
BID No. 2010-003-01-26

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS – PHARR HEAD START. Sealed Bids will be accepted until 2:00 p.m., Tuesday, February 16, 2010. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2010-003-01-26

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, February 11, 2010 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

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.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement 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 specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove existing shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective “side” flashing
- Remove defective pipe flashing
- Remove defective/rotted roof plywood
- Remove defective studs and moldings applicable to roofing
- Remove defective drip edge flashing
- Remove defective/rotted fascia board(s) and 1x2 molding if necessary
- Replace defective/rotted roof plywood with appropriate roofing plywood
- Replace defective valley flashing
- Replace defective “side” flashing
- Replace defective pipe flashing
- Replace defective drip edge flashing
- Replace defective/rotted fascia board(s) and 1x2 molding
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 20 year composition shingles-Owens Corning or equivalent
- Remove debris from premises daily
- Head Start will select roof shingle color
- Must meet Davis Bacon Act requirements
- Building located at: 415 E. Clark, Pharr, TX

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department upon satisfactory completion of project. There will be NO Advance Payments.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
PHARR HEAD START"

EXHIBIT B

BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – PHARR HEAD START"
January 26, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, February 16, 2010.

COST:

PHARR CENTER

Roof Repair Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
PHARR HEAD START"

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4) Permits:_____

5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS –
PHARR HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS FOR PHARR HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:
% (List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **FEBRUARY 16, 2010** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS – PHARR HEAD START"**

BID NUMBER 2010-003-01-26

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				

#7				
#8				

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS – PHARR HEAD START"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1 Name of person doing business with local governmental entity.	
2 ☐ Check this box if you are filling an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	

3	Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4	_____ Signature of person doing business with the governmental entity	_____ Date

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-003-02-23

THIS CONTRACT is made and entered into this 23rd day of February, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____(the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for Pharr Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning **_____ and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____
_____
_____
_____

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.

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

18. **Successors.** 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.

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate

this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this 23rd day of February, 2010

APPROVED BY COMMISSIONERS COURT ON: February 23, 2010

Company:

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain
.

BID NO:2010-004-01-26	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

January 26, 2010

REQUEST FOR SEALED BIDS
"ROOF REPAIRS - PROGRESO HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - PROGRESO HEAD START"
January 26, 2010
BID NO: 2010-004-01-26

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.
Thank you.

JANUARY 26, 2010

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS - PROGRESO HEAD START"
BID NO: 2010-004-01-26

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for “ROOF REPAIRS - PROGRESO HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“ROOF REPAIRS - PROGRESO HEAD START”** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday February 16, 2010.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program 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.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	February 16, 2010
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. 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 Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"ROOF REPAIRS –
PROGRESO HEAD START"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - PROGRESO HEAD START"
BID No. 2010-004-01-26

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS - PROGRESO HEAD START. Sealed Bids will be accepted until 2:00 p.m., Tuesday, February 16, 2010. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2010-004-01-26
Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, February 11, 2010 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

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.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement 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 specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove existing shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective “side” flashing
- Remove defective pipe flashing
- Remove defective/rotted roof plywood
- Remove defective studs and moldings applicable to roofing
- Remove defective drip edge flashing
- Remove defective/rotted fascia board(s) and 1x2 molding if necessary
- Replace defective/rotted roof plywood with appropriate roofing plywood
- Replace defective valley flashing
- Replace defective “side” flashing
- Replace defective pipe flashing
- Replace defective drip edge flashing
- Replace defective/rotted fascia board(s) and 1x2 molding
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 20 year composition shingles-Owens Corning or equivalent
- Remove debris from premises daily
- Head Start will select roof shingle color
- Must meet Davis Bacon Act requirements
- Building located at: 109 W. Palm Ave Progreso TX

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Finance Department upon satisfactory completion of project. There will be NO Advance Payments.

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
PROGRESO HEAD START"

EXHIBIT B

BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - PROGRESO HEAD START"
January 26, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, February 16, 2009.

COST:

PROGRESO CENTER

Roof Repair Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“ROOF REPAIRS –
PROGRESO HEAD START”

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE;

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4) Permits:_____

5) Other:_____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS –
PROGRESO HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS FOR PROGRESO HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:
% (List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II Instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **FEBRUARY 16, 2010** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS - PROGRESO HEAD START"**

BID NUMBER 2010-004-01-26

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				

#7				
#8				

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS – PROGRESO HEAD START"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1 Name of person doing business with local governmental entity.	
2 ☐ Check this box if you are filling an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	

3	Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4	_____ Signature of person doing business with the governmental entity	_____ Date

EXHIBIT D

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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program 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 forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-004-02-23

THIS CONTRACT is made and entered into this 23rd **day** of February, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for Progreso Head Start Center (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning _____ **and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____
_____
_____
_____

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.

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

18. **Successors.** 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.

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate

this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this 23rd day of February, 2010

APPROVED BY COMMISSIONERS COURT ON: February 23, 2010

Company:

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain
.

AI-19548 **17.A.1.**

Appropriation for El Charro #2 Subdivision Project
CC REGULAR

Date: 01/26/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2010 appropriation of funds into El Charro #2 Subdivision in the amount of $34,644.15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-240-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2009 balances from objects that will close to fund balance to be appropriated in 2010.

731 - $15,208.74
733 - $19,435.41

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2010 08:21 AM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 04:25 PM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 01/20/2010 05:27 PM

Final Approval Date: 01/22/2010

DATE: January 20, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-240-0-XXX

2010
Appropriation

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
731	ROADS	$15,208.74
733	DRAINAGE DITCHES	$19,435.41
	TOTAL BUDGET INCREASE (DECREASE)	$ 34,644.15

REASON: This appropriation is needed for the purchase of some materials & supplies to complete BCAP El Charro #2 Subdivision Project. CARRY OVER 2009 ENDING BALANCE OF PROGRAM 240.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-19562 **17.A.2.**

Precinct #3 Appropriation (1213)

CC REGULAR

Date:	01/26/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #3 Parks (1213):
Approval of 2010 appropriation of funds into Precinct No. 3 Parks (program no. 068) in the amount of $8,418.68 to fund expenditures for the construction of the meeting hall/pavilion in Precinct 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1213-451-22-123-068-0-720

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

BUDGETARY IMPACT:

Appropriation from 1213 fund balance; pending 2009 carryover.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/21/2010 02:10 PM	APRV
2	Roland Garcia	Rolando Garcia	01/22/2010 10:41 AM	APRV
3	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Perla Lopez — Started On: 01/21/2010 01:08 PM

Final Approval Date: 01/22/2010

DATE: January 26, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 Parks (1213)

AI-19562

ACCOUNT NUMBER: 0-1213-451-22-123-068-0-720

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1213-451-22-123-068-0-720	Pct. 3 Adm & Pavillion - Building	$ 8,418.68
	TOTAL BUDGET INCREASE (DECREASE)	**8,418.68**

REASON:
Appropriation to fund expenditures for the construction of the meeting hall/pavillion in Precinct 3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-19601 **17.B.1.**

Public Defender - Creation of one (1) regular full-time Administrative Assistant III and transfer of employee.

CC REGULAR

Date:	01/26/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Public Defender (1100):
a. Approval to create one (1) regular full-time Administrative Assistant III position, slot no. 011, budgeted salary $35,201.00, and transfer employee no. 28371 (from Tx Agri-life Extension Services) to slot no. 0011, effective date 02/15/2010.
b. Approval of interdepartmental transfer.
c. Approval of revised salary schedule.

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:

Funding for position and related fringe benefits available, pending interdepartmental transfer.

Attachments

Link: backup
Link: fiscal
Link: transfer
Link: backup
Link: job desc
Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/22/2010 05:35 PM	APRV
2	Budget & Management	Erika Zamora	01/22/2010 05:37 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/22/2010 05:49 PM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Sylvia Solis

Started On: 01/22/2010 04:05 PM

Final Approval Date: 01/22/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-461-00-380-001-0

AI -

TX AGRILIFE EXT.

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	**0113**	**EXECUTIVE SECR**	**35201**	**0000**	**0000**	**0**	**0000**	**0000**	**35201**	**35201**	**1080**	**0000**	**0000**	**0000**	**0000**	**36281**
0002	113	4H YTH OUTREACH COORDN	33,790.05	0.00	0.00	0	0.00	0.00	33,790.05	33,790.00	300.00	0.00	0.00	2,873.00	0.00	36,963.00
0003	113	SECRETARY	30,048.00	0.00	0.00	0	0.00	0.00	30,048.00	30,048.00	0.00	0.00	0.00	0.00	0.00	30,048.00
0004	113	SECRETARY	30,048.00	0.00	0.00	0	0.00	0.00	30,048.00	30,048.00	840.00	0.00	0.00	0.00	0.00	30,888.00
A005	113	COUNTY EXTENSION AGENT- AGRIC/CO	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	29,706.00
A006	113	COUNTY EXTENSION AGENT - FCS	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	29,706.00
0007	113	FAMILY & CONSUMER SCIENCE PROGRA	22,830.00	0.00	0.00	0	0.00	0.00	22,830.00	22,830.00	0.00	0.00	0.00	2,873.00	0.00	25,703.00
A008	113	COUNTY EXTENSION AGENT - FR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	20,475.00	4,838.00	0.00	25,313.00
A009	113	COUNTY EXTENSION AGENT HORTICUL	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	20,475.00	0.00	0.00	20,475.00
A010	113	COUNTY EXTENSION AGENT 4-H	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	17,195.00	0.00	0.00	17,195.00
0011	114	RECEPTIONIST	15,773.00	0.00	0.00	0	0.00	0.00	15,773.00	15,773.00	0.00	0.00	0.00	0.00	0.00	15,773.00
			167,690.30	0.00	0.00		0.00	0.00	167,690.30	167,690.00	2,220.00	0.00	107,881.00	20,260.00	0.00	298,051.00

Transfer employee no. 28371, Tx AGRILIFE Extension Services, to Public Defenders, slot no. 0011, budgeted salary $35,201.00.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 19601

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 26, 2010

Summary of request/proposal:
Approval to create one (1) regular full-time Administrative Assistant III position, slot no. 011, budgeted salary $35,201.00, and transfer employee no. 28371 (from Tx Agri-life Extension Services) to slot no. 0011, effective date 02/15/2010on, slot # 0011, budgeted salary $35,201.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ADMINISTRATIVE ASSISTANT III	0011	113	0.00	35,201.00	35,201.00
			115	0.00	1,080.00	1,080.00
				0.00	36,281.00	36,281.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-30-085-003-0	113	PUBLIC DEFENDER -	REG F/T EMPLOYEES	$31,020.04
0-1100-412-30-085-003-0	115	PUBLIC DEFENDER -	LONGEVITY	$900.00
0-1100-412-30-085-003-0	211	PUBLIC DEFENDER -	HEALTH INSURANCE	$1,830.27
0-1100-412-30-085-003-0	212	PUBLIC DEFENDER -	LIFE INSURANCE	$23.79
0-1100-412-30-085-003-0	220	PUBLIC DEFENDER -	FICA	$2,445.84
0-1100-412-30-085-003-0	230	PUBLIC DEFENDER -	RETIREMENT	$3,043.71
0-1100-412-30-085-003-0	250	PUBLIC DEFENDER -	UNEMPLOYMENT COMP	$159.86
0-1100-412-30-085-003-0	260	PUBLIC DEFENDER -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$39,423.51

2011 Budgetary Impact: $44,795.83

Possible Funding Sources: CO WIDE- ADM.- CONTINGENCY

Budget Office Recommendation:

DATE: January 22, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender

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	(39,423.51)
TO				
0-1100-412-30-085-003-0	113	PUBLIC DEFENDER -	REG F/T EMPLOYEES	31,020.04
0-1100-412-30-085-003-0	115	PUBLIC DEFENDER -	LONGEVITY	900.00
0-1100-412-30-085-003-0	211	PUBLIC DEFENDER -	HEALTH INSURANCE	1,830.27
0-1100-412-30-085-003-0	212	PUBLIC DEFENDER -	LIFE INSURANCE	23.79
0-1100-412-30-085-003-0	220	PUBLIC DEFENDER -	FICA	2,445.84
0-1100-412-30-085-003-0	230	PUBLIC DEFENDER -	RETIREMENT	3,043.71
0-1100-412-30-085-003-0	250	PUBLIC DEFENDER -	UNEMPLOYMENT COMP	159.86
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefits for one (1) Administrative Asst. III position, slot no. 0011. (Effective 02/15/2010.)

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-30-085-003-0

AI -19601

PUBLIC DEFENDER

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT PUBLIC DEFENDER	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	ADMINISTRATIVE ASSISTANT	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	CHIEF PUBLIC DEFENDER	87,360.00	0.00	0.00	0	0.00	0.00	87,360.00	87,360.00	420.00	0.00	0.00	0.00	0.00	87,780.00
0004	113	1st ASSISTANT PUBLIC DEFENDER	65,520.00	0.00	0.00	0	0.00	0.00	65,520.00	65,520.00	0.00	0.00	0.00	0.00	0.00	65,520.00
0005	113	PUBLIC DEFENDER	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	54,600.00	0.00	0.00	0.00	0.00	0.00	54,600.00
0006	113	PUBLIC DEFENDER	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	54,600.00	0.00	0.00	0.00	0.00	0.00	54,600.00
0007	113	PUBLIC DEFENDER	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	54,600.00	0.00	0.00	0.00	0.00	0.00	54,600.00
0008	113	PUBLIC DEFENDER	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	54,600.00	0.00	0.00	0.00	0.00	0.00	54,600.00
0009	113	INVESTIGATOR	42,861.00	0.00	0.00	0	0.00	0.00	42,861.00	42,861.00	300.00	0.00	0.00	0.00	0.00	43,161.00
0010	113	INTAKE OFFICER	30,576.00	0.00	0.00	0	0.00	0.00	30,576.00	30,576.00	0.00	0.00	0.00	0.00	0.00	30,576.00
0011	**113**	**PROPOSED POSITION: ↓ ADMINISTRATIVE ASSISTANT III**	**0.00**	**35,201.00**	**35,201.00**	**0**	**0.00**	**0.00**	**35,201.00**	**0.00**	**1,080.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			523,317.00	35,201.00	35,201.00		0.00	0.00	558,518.00	444,717.00	720.00	0.00	0.00	0.00	0.00	445,437.00

Approval to create one (1) regular full-time Administrative Assistant III position, slot no. 011, budgeted salary $35,201.00, and transfer employee no. 28371 (from Tx Agri-life Extension Services) to slot no. 0011, effective date 02/15/2010.

HIDALGO COUNTY

Office of the Public Defender

JOB TITLE: ADMINISTRATIVE ASSISTANT III **FLSA STATUS**: NON-EXEMPT

DEPARTMENT: 085 **CIVIL SERVICE STATUS**: NON-EXEMPT

GENERAL JOB DESCRIPTION:

Performs complex administrative work including supervision of clerical staff. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. May train and supervise the work of others. The employee in this position works under general supervision with moderate latitude for the use of initiative and independent judgment in the performance of assigned administrative, fiscal, and clerical duties and responsibilities.

EXAMPLES OF WORK PERFORMED:

1. Prepares, interprets, and disseminates information concerning county programs and procedures.
2. Prepares, edits, and distributes correspondence, reports, studies, forms, and documents.
3. Participates in the planning and execution of precinct programs and initiatives.
4. Develops, coordinates, and maintains record keeping and filing system, both manual and automated.
5. Responds to inquiries regarding rules, regulations, policies, and procedures.
6. Coordinates meetings, conferences, and seminars.
7. Assists in the development of administrative or technical assistance policies and procedures.
8. May assist in compiling and analyzing data, making calculations, and preparing reports.
9. May assist in the preparation of presentations for office meetings or conferences.
10. May research, compose, design, or edit office publications such as brochures, forms, and manuals.
11. May develop training materials.
12. May train others.
13. May supervise the work of others.
14. Performs other related work as assigned.

MINIMUM QUALIFICATIONS:

Graduation from an accredited four-year college or university with major course work in Business Administration, or related field and four (4) years of responsible administrative experience. Two years of the related experience may be substituted for each year of the required education with a maximum substitution of three (3) years.

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

CERTIFICATES, LICENSES, REGISTRATIONS:

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

OTHER SKILLS, KNOWLEDGE, AND ABILITIES:

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle work environments and conditions which involve;

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Public Defender (085-003) DATE: 01/22/2010

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: Administrative Assistant III

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 35,201.00 (Proposed Budgeted Salary) $ 35,201.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Co. Wide Administration (0-1100-415-00-115-002-0-899)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE CASELOAD AND WORKLOAD AT THE PUBLIC DEFENDERS OFFICE IS EXPECTED TO DOUBLE AS THE COURTS ASSIGN MORE CASES IN AN EFFORT TO REDUCE INDIGENT DEFENSE LEGAL FEES. INVESTIGATORS IN THE OFFICE CURRENTLY HANDLE OFFICE ADMIN DUTIES AND IT IS ADVERSELY IMPACTING THEIR WORK

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

NEW POSITION - JOB DESCRIPTION ATTACHED
EMPL TO BE TRANSFERRED FROM THE EXT. SERV.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

EMPLOYEES CURRENT SALARY - NO SALARY CHANGE -

1.	VALDE GUERRA /RS DEPARTMENT HEAD	1/22/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/22/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-19563 **18.A.4.**

Exemption from Competitive bidding requirements/Vehicle & Equip. Repairs & Exemption/Competitive Procurement Requirements-Parts-County owned/Heavy Equ

CC REGULAR

Date:	01/26/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (7)-"an item that can be obtained from only one source, including":(D)-"captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs";

b. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2010;

c. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** COUNTYWIDE

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

BUDGETARY IMPACT:

Purchases on an as needed basis. No funding required at this time. rc

Attachments

Link: Vendors List for Parts

Link: Vendors List for Repairs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	01/21/2010 01:45 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 02:10 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/21/2010 04:02 PM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Matilde Faz Started On: 01/21/2010 01:12 PM

Final Approval Date: 01/22/2010

Hidalgo County
Vehicle and Equipment Parts (County Owned)
Vendor List

Vendor ID#	Company Name	Address	City	State	Zip Code
24996	Mission Auto Electric, Inc.	P.O. Box 578	Mission	TX	78572
374059	PASARGAD, LLC	4005 W. U.S. Hwy 83	McAllen	TX	78501
302007	TCI Tire Centers	403 E. Expressway	Pharr	TX	78577
132799	Valley Outdoor Power Equipment, Inc.	1012 E. Ferguson (FM 495)	Pharr	TX	78577
197807	Valley Volvo Truck Center	P.O. Box 1090	Pharr	TX	78577

Hidalgo County
Vehicle and Equipment Repairs (County Owned)
Vendor List

Vendor ID#	Company Name	Address	City	State	Zip Code
24996	Mission Auto Electric, Inc.	P.O. Box 578	Mission	TX	78572
374059	PASARGAD, LLC	4005 W. U.S. Hwy 83	McAllen	TX	78501
302007	TCI Tire Centers	403 E. Expressway	Pharr	TX	78577
132799	Valley Outdoor Power Equipment, Inc.	1012 E. Ferguson (FM 495)	Pharr	TX	78577
197807	Valley Volvo Truck Center	P.O. Box 1090	Pharr	TX	78577

AI-19541 **18.A.5.**

Appraisal District Interlocal

CC REGULAR

Date:	01/26/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation by Hidalgo County Appraisal District of an extension to the Interlocal Governmental Agreement between said political subdivisions in connection with participation by the Appraisal District in Hidalgo County's Self Funded Group Health, Stop Loss, Life/AD&D Insurance Programs with authority to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no budgetary impact or cost to county. Refer to Page one (1), section two (2). "Direct Payment by District". rc

Attachments

Link: 2010 Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/20/2010 09:32 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 08:14 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/21/2010 04:18 PM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/20/2010 03:29 PM

Final Approval Date: 01/22/2010

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance and group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on group health insurance and group life/AD&D insurance coverage;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator and to provide the stop loss insurance under such program and to award the life/AD&D insurance contract to ING LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employee health insurance coverage through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate health insurance coverage to their employees on the most cost-efficient basis; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS as set forth above and its life/AD&D insurance contract with ING LIFE INSURANCE COMPANY on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof.

2. **Direct Payment by District.** (a) All costs associated with premiums for both health and life/AD&D insurance coverages related to District's employees shall be paid directly by District to the County or at the written direction of the County to BLUE CROSS BLUE SHIELD OF TEXAS or ING LIFE INSURANCE COMPANY as the case may be.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or ING LIFE INSURANCE COMPANY for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata

share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

3. **Notice by County**. County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** To the extent any obligation or performance under this Agreement extends beyond one (1) year from the date hereof, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or 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 the parties hereto, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Attention: Rene Ramirez, County Judge Hidalgo County Courthouse Edinburg, Texas 78539
If to District:	Hidalgo County Appraisal District Attention: Rolando Garza, Chief Appraiser 4405 S. Professional Drive Edinburg, Texas 78539

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

11 **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.

12 **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.

13. **Assignment**. This Agreement shall not be assignable.

14. **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.

15. **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.

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the _____ day of _____, 2010.

COUNTY OF HIDALGO, TEXAS

By:_____
Rene Ramirez, County Judge

EXECUTED the _____ day of _____, 2010.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with $1,000 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	$347.00	
Spouse	$193.00	$96.50
Child or Children	$85.00	$42.50
Family	$277.00	$138.50

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with $500 Ded - 80/50 Plan		
Employee	$31.00	$15.50
Employee + Spouse	$236.00	$118.00
Employee + Child or Children	$123.00	$61.50
Employee + Family	$359.00	$179.50

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LIFE AND AD & D INSURANCE

Rates with ING Life Insurance Company with $25,000 Coverage	LIFE AND AD & D
	$0.09 or $2.25 per employee

AI-19521 **18.A.6.**

"Tower Site Leases" - Weslaco & La Joya - Hidalgo County Division of Emergency Services

CC REGULAR

Date:	01/26/2010
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending action to rescind both the bid award and approval of contract document (as yet not executed) with O. E. Investments for "Lease of Tower Spaces" located in La Joya and Weslaco and authority to re-advertise with modified specifications, requirements, terms and conditions including, but not limited to, determination of the following:

a. Initial Term: _____ year(s) and ___ additional _____ year subsequent term renewals;

b. Initial bid amount for initial term and thereafter subsequent terms:
(1) under same rates, terms and conditions; or,
(2) subsequent renewal terms with a permitted rate increase capped at _____ percent; or,
(3) cap tied to inflation rate, CPI or other

BACKGROUND

Proposed schedule of events for both projects:
1st Advertisement: January 30, 2010
2nd Advertisement: February 6, 2010
Bid Opening Date: February 17, 2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-429-00-300-023-0-441

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

BUDGETARY IMPACT:

Available balance as of 1-20-10 is $64,800.00. Same account number being used for both:
City of La Joya, TX - Bid No. 2010-043-02-17-ERT
City of Weslaco, TX - Bid No. 2010-044-02-17-ERT

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2010 01:37 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 02:06 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/21/2010 04:13 PM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Eric Trevino Started On: 01/20/2010 09:40 AM

Final Approval Date: 01/22/2010

AI-19511 **18.A.7.**

Long Distance Telephone Service

CC REGULAR

Date:	01/26/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting acceptance and approval of mutual agreement for termination of current contract (C-08-330-01-06) between Hidalgo County and AT&T Corporation for the "Long Distance Telephone Services" (with no termination penalties applied to Hidalgo County) to be effective as of March 1, 2010, subject to Commissioners Court approval;

b. Requesting approval for Hidalgo County to enter into a "Service Agreement" with the "Department Of Information Resources (DIR)"and thus allowing Hidalgo County to utilize the "Texan 2000-SBC-MA1-AT&T Long Distance Telephone Services" commodity throughout the duration of DIR's term.

BACKGROUND

Please see the pricing table for the rates that are applicable for the AT&T Long Distance Services. Further details and explanation will be provided to Commissioners Court by Renan Ramirez, IT Department Director, if applicable.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-00-200-002-0-531

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

BUDGETARY IMPACT:

Attachments

Link: Contract Documentation

Link: Correspondence

Link: Texan 2000

Link: Services

Link: Texan 2000 Rates Chart

Link: DIR Service Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2010 01:36 PM	APRV

2	Budget & Management	Erika Zamora	01/21/2010 02:06 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/21/2010 04:04 PM	APRV
4	Evangelina Garcia	Angela Garcia	01/22/2010 11:30 AM	APRV
5	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Vangie Garcia Started On: 01/19/2010 05:03 PM

Final Approval Date: 01/22/2010

DEC 3 1 2008

at&t

AT&T MA Reference No. 18330

20090105 -0221

PURCHASING DEPT
FROM:
VANGIE

AT&T Business Network Service (ABN) with Multi-Service Agreement

Customer	AT&T	AT&T Sales Contact ☒ Primary Contact
County of Hidalgo Street Address: 100 N. Closner City: Edinburg State/Province: TX Zip Code: 78539 Country: USA	AT&T Corp.	Name: Joel Davila Street Address: 721 Beech Ave City: McAllen State/Province: TX Zip Code: 78501 Country: USA Telephone: 956-984-4648 Fax: 956-630-8403 Email: jd8020@att.com Sales/Branch Manager: Leticia Eads SCVP Name: James Shelgren Sales Strata: GE Sales Region: Southwest
Customer Contact (for notices)	**AT&T Contact (for notices)**	**AT&T Solution Provider or Representative Information (if applicable)** ☐
Name: Renan Ramirez Title: IT Director Street Address: 100 E. Cano, 4th Floor City: Edinburg State/Province: TX Zip Code: 78539 Country: USA Telephone: 956-292-7010 Fax: 956-318-2152 Email: renan@co.hidalgo.tx.us	Street Address: 721 Beech City: McAllen State/Province: TX Zip Code: 78501 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Company Name: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email: Agent Code:

This AT&T Multi-Service Agreement and Pricing Schedule (and any Pricing Schedule subsequently executed by the parties that references this Services Agreement) is subject to the attached Terms and Conditions (collectively, the "Agreement"). This Agreement incorporates the rates, terms and conditions set forth in the AT&T Service Guide located at http://new.serviceguide.att.com, http://www.serviceguide.att.com/ABS/ext or http://www.att.com/abs/serviceguide, or in the AT&T Acceptable Use Policy located at www.att.com/aup, and in the AT&T Business Communications Service Agreement located at http://www.business.att.com/agreement/, each as amended from time to time. To the extent of any conflict between this Agreement and the AT&T Service Guide, AT&T Acceptable Use Policy or the AT&T Business Communications Service Agreement, this Agreement shall take precedence. In addition, any Addendum to an "Attachment" or to the "Master Agreement" referencing this Agreement shall be deemed to be an Addendum to the attached Terms and Conditions.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: JUAN D. SALINAS III	Name: Jerald Armstrong on behalf of S. Markiewicz
Title: HIDALGO COUNTY JUDGE	Title:
Date: 12-16-08	Date: 1/6/09

Multi-Service Agreement
Terms and Conditions

Contract Prices, Taxes and Surcharges: Unless otherwise stated in a Pricing Schedule, other than for VoIP and resold local exchange service the rates and charges stated in the Pricing Schedule are stabilized for the term of the Pricing Schedule (the "Term"), but do not include taxes and regulatory charges which are not stabilized. You are responsible for all applicable taxes and regulatory surcharges. Regulatory surcharges, including but not limited to UCC, USF, PICC and payphone charges, are specified in the AT&T Service Guide. Upon expiration of the Term and subject to any notice periods set forth in the Service Guide and to any applicable minimum payment or retention periods, the Services will continue on a month-to-month basis during which AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

Payment and Deposits: Payment is due thirty (30) days after the invoice date and must refer to invoice number. Restrictive endorsements or other statements on checks will not apply. For overdue payments, AT&T may assess a late fee of the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law and all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require you to pay a deposit or increase an existing deposit as a condition of providing Services. You authorize AT&T to investigate your credit history at any time and to share credit information about you with credit reporting agencies. *If annual MARC-Eligible recurring and usage charges (after discounts and credits) do not equal or exceed the MARC in Your Pricing Schedule, You will be billed an amount equal to the unsatisfied MARC for the contract year.*

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days prior written notice to the other party. *If a Pricing Schedule is terminated by You for convenience or by AT&T for cause before the end of the Term, You will be billed an early termination charge of 50% of the unsatisfied MARC remaining in the Term. If a Service Component is terminated during its minimum retention period, You must pay any associated credits, waivers or unpaid amortized charges. If a Service Component is terminated during its minimum payment period, You must pay the applicable amount of the monthly charge multiplied by the months remaining in the period.*

Limitation of Liability: EITHER PARTY'S ENTIRE LIABILITY (OTHER THAN CUSTOMER'S LIABILITY FOR PROPERLY DUE CHARGES) AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED IN THE AGGREGATE DURING ANY TWELVE-MONTH PERIOD THE TOTAL NET PAYMENTS PAYABLE BY YOU FOR THE AFFECTED SERVICE DURING THE THREE MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

Disclaimer of Warranties: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AT&T DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T DOES NOT WARRANT NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR DATA AND INFORMATION.

Billing and Disputes: If You do not dispute a charge in writing within 6 months after the invoice date, You waive the dispute. AT&T must issue a bill within six (6) months after the month in which the charges were incurred (other than for automated or live operated assisted calls) or it waives the charges.

Equipment: AT&T shall retain all right, title or interest in AT&T equipment and no ownership rights in AT&T equipment shall transfer to You. You must provide electric power and a suitable and secure environment free from environmental hazards for AT&T equipment, and You shall keep the AT&T equipment free from all liens, charges, and encumbrances. AT&T equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment without prior written authorization from AT&T. Title to and risk of loss of equipment AT&T sells You ("Purchased Equipment") will pass to You as of the delivery date, upon which date AT&T will have no further obligations of any kind with respect to that Purchased Equipment, except as set forth in an applicable Attachment, Pricing Schedule or Service Guide. If You do not accept the Purchased Equipment, the Purchased Equipment must be returned to the manufacturer. AT&T will obtain from the manufacturer and forward to You a Return Material Authorization. AT&T retains a purchase money security interest in all Purchased Equipment until You pay for it in full; You appoint AT&T as Your agent to sign and file a financing statement to perfect AT&T's security interest. *All Purchased Equipment is provided on an "AS IS" basis, except that AT&T will pass through to you any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.*

Resale Prohibited: Unless applicable local law or regulation mandates otherwise, You may not resell the Services to third parties.

Governing Law: Unless applicable law requires otherwise, state law issues concerning the construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Texas, U.S.A., excluding its choice of law rules.

Entire Agreement: THIS AGREEMENT, THE AT&T SERVICE GUIDE, THE AT&T ACCEPTABLE USE POLICY AND THE AT&T BUSINESS COMMUNICATIONS SERVICE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

County of Hidalgo WK-81210V2

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before January 11, 2009.

For AT&T Administrative Use Only	
Master Agreement No.	
Pricing Schedule No.	
Original Effective Date:	
Effective Date of Amendment:	

Pricing Schedule for AT&T Business Network Service

1. SERVICES

- AT&T Business Network (ABN) Service

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date	Effective Date of Rates and Discounts
2 years	First day of first full billing cycle after installation of ABN Service	First day of first full billing cycle after installation of ABN Service

Upon expiration of Pricing Schedule Term	The terms and conditions of this Pricing Schedule will renew on a month-to-month basis until terminated by either party on 30 days prior written notice ("Extension Period"), except that during the Extension Period the rates under this Schedule are changed as follows: a) If the Services are subject to a Service Guide or a filed Tariff, the rates in this Pricing Schedule will automatically be increased to the then-current Monthly Extension rates specified in the Service Guide or Tariff, or, if no Monthly Extension rate is specified, the rate for the Services for the Extension Period shall be equal to the rates under this Pricing Schedule plus 20%; b) credit, if any, under this Pricing Schedule do not apply for the Extension Period.

3. MARC

	YEAR 1	YEAR 2
MARC under this Pricing Schedule	$15,000	$15,000

4. MARC-ELIGIBLE CHARGES

- ABN Service including eligible Voice, Access, Local and Intrastate Services purchased under the ABN Service offer
- AT&T Mobile Services (NOTE: Shortfall and/or discount ineligibility may apply per the AT&T Mobile Services contract)

5. NOT USED

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Credits

Amount of Credit*	Total number of switched access lines converted to be eligible for credit*	Month of Pricing Schedule Term in which Credit is Applied
$25.00	1 – 5 lines	6th
$50.00	6 – 10 lines	
$75.00	11 – 15 lines	
$100.00	16 – 20 lines	
$125.00	21 – 25 lines	
$150.00	26+ lines	

*AT&T will apply one of the above credits based on the total number of switched access lines that the Customer converts from an AT&T Affiliated Company.

6.3 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main Billed Account, Per Customer Location-Switched Access and Per Customer Location-Dedicated Access	Every Month	None

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before January 11, 2009.

For AT&T Administrative Use Only

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T Business Network Service

6.4 Additional Terms and Conditions

By executing this Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Pricing Schedule Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under a Pricing Schedule, Customer may terminate the Pricing Schedule without liability for Termination Charges set forth in the Agreement upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new Pricing Schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate a Pricing Schedule under this Section. Termination of a Pricing Schedule for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates a Pricing Schedule under this Section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Pricing Schedule Term.

7 RATES AND DISCOUNTS

7.1 ABN Domestic and International Dial Station Outbound /Inbound Calling

ABN Service Voice and Component/Capability	Rate CPM*
Outbound	
Switched	$0.0446
Loyalty	$0.0384
Dedicated	$0.0308
Calling Card	$0.1574
Inbound	
Switched	$0.0446
Loyalty	$0.0384
Dedicated	$0.0308

*Billed in increments of 30 Second Initial Period or Fraction, Each Additional Second or Fraction. Rates displayed are net.

ABN Service Voice and Component/Capability	Discount	Rate Reference
International Voice	62%	Per Service Guide as revised from time to time
ABN Local Voice and Intrastate	33%	Per Tariff as revised from time to time
ACCUNET T1.5 Service Primary Rate Interface Office Functions	75%	Per Service Guide as revised from time to time

Additional Discount for Intrastate total charges	
State	**Discount**
Alabama	10%
Arizona	10%
Arkansas	10%
California	10%
Colorado	10%
Connecticut	10%
Delaware	10%
Florida	10%
Georgia	10%
Hawaii	10%
Idaho	10%
Illinois	15%
Indiana	15%
Iowa	10%
Kansas	10%
Kentucky	10%
Louisiana	10%
Maine	10%
Maryland	10%
Massachusetts	10%
Michigan	15%
Minnesota	10%
Mississippi	10%

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before January 11, 2009.

For AT&T Administrative Use Only

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T Business Network Service

Additional Discount for Intrastate total charges	
State	**Discount**
Montana	10%
Nebraska	10%
Nevada	10%
New Hampshire	10%
New Jersey	10%
New Mexico	10%
New York	10%
North Carolina	10%
North Dakota	10%
Ohio	15%
Oklahoma	10%
Oregon	10%
Pennsylvania	10%
Rhode Island	10%
South Carolina	10%
South Dakota	10%
Tennessee	10%
Texas	10%
Utah	10%
Vermont	10%
Virginia	10%
Washington	10%
West Virginia	10%
Wisconsin	15%
Wyoming	10%

7.2 AT&T Terrestrial 1.544 Mbps Local Channel Services

Local Channel Mileage	Monthly Charges*	
	Fixed Charge	Per Mile Charge
0-5	$237.80	$0.00
6-10	$305.04	$0.00
11-20	$410.82	$0.00
21-50	$612.54	$0.00
51+	$569.90	$6.56

*Rates displayed are net.

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"Long Distance Telephone Services"
RFP No: 2008-330-09-17-SMA

EXHIBIT "A"

HIDALGO COUNTY
REQUEST FOR PROPOSAL FOR:

"LONG DISTANCE TELEPHONE SERVICES"

RFP NO: 2008-330-09-17-SMA

REQUIREMENTS/SCOPE OF SERVICES

Overview:
Hidalgo County, hereafter known as the "County," is now accepting competitive sealed proposals for Long Distance Telephone Services (IntraLata, IntraState, InterState and International). The telecommunication system must be provided through the use of access lines, intercom equipment, and facilities from the serving office to the County's premises. The long distance telephone services are to be provided countywide.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for
"Long Distance Telephone Services-Hidalgo County" as specified herein. Proposals will be accepted until 9:30 A.M., Wednesday, September 17, 2008. Fax proposals will not be accepted. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.** One (1) original and seven (7) copies of the proposals must be delivered or mailed in a sealed envelope marked: **RFP No. 2008-330-09-17-SMA "Long Distance Telephone Services-Hidalgo County" Deliver** RFP to:

The following outlines the Request For Proposal:

SECTION I- GENERAL TERMS AND CONDITIONS

GENERAL INFORMATION: Hidalgo County is requesting that responses be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
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: Company name, RFP Number, Project name And Opening Date.
Company Name: _____
RFP Number: 2008-330-09-17-SMA
Project Name: "Hidalgo County –Long Distance Telephone Services"
Acceptance Date: September 17, 2008 at 9:30 am.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

Please note that any verbal inquiries made which may result in a misunderstanding or misinterpretation by prospective proposer are not the responsibility of Hidalgo County and will not be considered a valid reason for discrepancy in accurately responding to the RFP.

Hidalgo County is exempt from Federal, State and Local taxes, TIF, and the Texas Universal Service Fund Surcharge.

ADDITIONAL INFORMATION: WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, September 10, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 12, 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 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 PARTICIPANT.**
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 PROPOSALS:
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:
The initial term of the resultant contract shall commence from the date of award for an initial period of two (2) years with the County's option to extend the contract for one (1) additional year subject to satisfactory performance, terms, rates price and conditions remain the same.
Grace period: Hidalgo County reserves the right to continue this contract for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

Contract award: The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the importance of service, proposer's qualifications, demonstrated ability to provide the required services, demonstrated ability to respond to Hidalgo County's needs on a timely basis, past performance, references, price, professional acumen and other factors set forth in the RFP. Prices must be fixed and will service as the basis for awarding additional funds if received.

SECTION II - RFP REQUIREMENTS

RESPONSE TO PROPOSAL SUMMARY BELOW

Name of Company offering service: _____

LONG DISTANCE SERVICE

Item	Price
Switched One + Outbound Cost per Minute	
A. IntraLata	_____
B. InterLata	_____
C. InterState (state-to-state)	_____
D. International	
1. Mexico (border band)	_____
2. Canada	_____
Monthly Charge per Account	_____
Switched Inbound Toll Free Service Cost per Minute	_____
Monthly Charge per Line	_____
Calling Card Cost per Minute	_____
Surcharge Cost	_____
Conference Calling Cost per Minute	_____

Total Max Participants _____
Cost per Participant _____

Local (Lata) Directory Assistance _____
Intrastate Directory Assistance _____
National Directory Assistance _____
Reverse # Directory Assistance _____

Presubscribed Interexchange Carrier Charge (PICC)
Also known as Carrier Access Charge or Access Line
A. Business Line _____

State your company's policy regarding the reimbursement of PIC and LPIC change charges billed by local telephone companies.

_____

_____

WE THE UNDERSIGNED SUBMIT THE ABOVE PROPOSAL FOR THE ABOVE MENTIONED ITEMS:

I/we have read the proposal requirements, conditions, and specifications, which are an integral part of the terms of this contract.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current Texas codes. Furthermore, I understand that fraud and unlawful collusion are crimes under the Federal Law, and can result in fines, prison sentences and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the firm

Name of Company/Firm: _____

Address: _____

Signature: _____

Name: _____
(Type or Print)

Title: _____ **Date:** _____

Telephone #: _____ **Fax #:** _____

SCOPE OF PROJECT

The County is seeking proposals from carriers to provide Long Distance Telephone Services by no later than **9:30 a.m. on September 17, 2008.** Proposals must provide solutions that preserve or improve the existing level of service.

The County is requesting proposals for IntraLata, InterLata, InterState, International, 800, and Calling Card long distance services; including various directory assistance services.

SPECIFICATIONS TO THE PROPOSER

Please read the specifications thoroughly to be sure the proposal offered complies with all requirements of the RFP. Variations from the specifications must be clearly indicated.

The long distance vendor shall provide long distance switched services to the County. Line quality must be as clear and as crisp as a local call. There shall be no charges for unanswered calls and billing must be in six (6) second increments or better.

The services to be furnished under this proposal must comply with all Federal Communications Commission (FCC) and Public Utility Commission (PUC) Rules (Substantive Rule 26.211).

Page six (6) of the RFP must be signed by an authorized representative of the company and included with the proposal in order to be considered valid.

Proposals cannot be altered after opening time. Any additions, deletions, or variations from the following specifications must be noted. Any parts not specifically mentioned which are necessary to the service to be complete and ready for use must be identified in your proposal.

The number of days required to deliver the service must be stated in the proposal. A cutover schedule must be given to the County, after proposal award. The County reserves the right to postpone the installation or implementation of any location it deems necessary.

When a delay can be foreseen, vendor shall give notice to the County. The proposer must keep the County advised at all times of the status of cutover. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the County to purchase such service elsewhere and charge increase in monthly cost and installation charges to defaulting vendor. Acceptable reasons for delayed delivery are as follows:

Acts of God (floods, tornadoes, hurricanes, etc.)
Acts of government, fire, strikes, war
Actions beyond the control of the successful vendor

Proposer shall carefully examine the proposal forms, specifications, and instructions to proposer. Should the proposer find discrepancies in, or omissions from, specifications, forms or documents, or should he be in doubt as to their meaning, he should within herein specified time for questions, notify Hidalgo County in writing to obtain clarification by addendum prior to submitting any proposal.

GENERAL INFORMATION

Contract Documents

This Request for Proposal (RFP) and all supplements, addenda and/or modifications will become part of the contract. Should other agreements and/or contracts required by the successful vendor differ in wording or intent from the RFP and other documents required by the County, it is agreed to by the vendor that the County's documents will control the transaction.

Validity of Proposal

To be considered as valid, all items listed on pages five (5) and six (6) of the RFP must be included. All vendor offerings submitted in response to this request for proposal must remain in effect for ninety (90) days from date of proposal opening.

Right of Rejection

The County has the right to reject work, which does not conform to proposal/contract specifications. Defective work will be corrected within a mutually agreed upon time, or the County will consider vendor in default of vendor's obligation and order vendor to stop work.

Award

The County reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the County and hold the proposals for a period of ninety (90) days during which an award will be made by the County.

Proposal Submission

Specifications are to be addressed, item for item, in the order listed herein. Failure to complete specifications fully, or using evasive or false responses, may cause disqualification of proposal.

Company Background

Details of company history to be included are: date of formation, principals involved in the company, financial and organizational growth, and other data the vendor may deem pertinent.

If your company is in the process of merging with another telecommunications company, list the name of the company. _____

CLEC/LSP/IXC Financial Information

Financial statements for the most recent fiscal year must be included as part of the proposal but should not be a part of the binder. All financial statements should be provided in a separate envelope. If vendor is a telecommunication division of a major long distance company, financial data for the long distance division must also be included.

Indicate your company type:

Local Exchange Company (LEC) _____
Competitive Local Exchange Company (CLEC) _____
Local Service Provider (LSP) _____
Interexchange Carrier (IXC) _____

Legal Considerations

All work is to comply with applicable federal, state and city laws, and the rules of the PUC.

County Responsibilities

The County agrees to provide vendor access to premises throughout reasonable hours during the installation/implementation of the services.

All ANI's, by type, will be provided to the awarded Long Distance vendor.

Vendor Responsibilities

Vendor must be responsible for any additional wiring, connection points and other parts/materials necessary for a fully operational system. Permission must be obtained from the County prior to cutting any surfaces of property. Repair of any damage due to carelessness or accidents of vendor representatives or subcontractors will be the responsibility of the vendor.

The successful vendor shall be responsible for testing all lines accessing both the local and long distance networks.

The successful vendor shall provide at least one technician and one customer service representative on site during each cutover. The customer service representative shall be responsible for making his own appointment with a County representative at each location and shall provide adequate training pertaining to any changes as a result of the cutover.

Insurance

Proposer shall be responsible for the proper protection of all personnel, materials, and equipment stored on or off the properties of the client in relationship to the installation of said telephone service. Any subcontractors used by the awarded vendor shall be required to furnish same. In addition to the county's insurance requirements listed on Exhibit "C", insurance coverage shall include the following:

1) Builder's Risk and Owner's Liability Insurance must include vandalism and malicious mischief endorsements up to 100% of the insurable value of work. This insurance shall include the interest of the awarded vendor, subcontractor, and the County.

2) Property Damage - Minimum of $100,000.00.
Proof of insurance will be requested prior to the commencement of the project.

Wiring

Care shall be exercised in all applicable wiring to avoid damage to cable and equipment. All wiring and connectors shall be installed in strict adherence to standard communication installation practices and all federal, state and local applicable building codes. Vendor shall take all necessary precautions to protect the building area adjacent to the work area.

Data Input

Proposer agrees to accept the responsibility for data input of all features and/or other data pertinent to operation of system. It is also the responsibility of the vendor to identify individual station feature options and make options known to the County.

System Acceptance

Acceptance of installed services will be contingent upon meeting the specifications and overall compliance to all requirements contained herein. The vendor will perform functional testing for all central office trunks, stations, and required features. Said testing and any resulting changes necessary will be completed within twenty-four (24) hours of scheduled cutover.

Maintenance

The long distance carrier will be responsible for keeping their network up-to-date with new area codes and exchanges.

Contract Documents

All documents contained in the RFP will become part of the contract between the County and the successful proposer. In addition, the response to the proposal on the part of the successful vendor, as well as any and all supplements, modifications, and/or addenda requested prior to installation, will become part of the contract.

If an affidavit or a letter of election is to be signed by the County, a copy of the document must be part of the proposal.

A Non-Appropriations clause must be part of the Contract or Agreement. The clause must include the following:

Not withstanding anything to the contrary herein, in the event the County of Hidalgo fails to appropriate sufficient funds for any of the County's fiscal years occurring during the term of agreement, which appropriations are for the purpose of paying the monthly or other charges set forth in the Agreement for services similar to those described herein, the term of the agreement shall end at midnight on September 30 of the County's fiscal year for which appropriations were made without further liability to the telephone company except for payment of monthly charges due and payable for services provided to the date of termination. The Non-Appropriations Clause must supersede all terms and conditions pertaining to termination liability charges.

Deviations/Errors

Any deviation between the contract and a tariff must be corrected at once. If there are billing errors due to differences between the tariffs and/or the customer contract and the actual invoices, adjustments must be made by the second billing period after the cutover.

The amount of the credit adjustment must include compound interest and will be retroactive to the time the error occurred.

Installation

All vendor travel time, lodging, per diem or other relevant costs to the installation of the proposed system, if any, are to be included in the proposal. There will be no itemized or separate installation fees charged to the County in addition to the proposed listed service.

Installation Schedule

The vendor is required to present with this proposal an installation timeline outlining cutover periods, installation, and system testing time. Cut sheets should be provided to the County seven (7) workdays prior to each cut date.

Training

User training, if any, is to include clear detailed brochures for each user outlining the various features and instructions for use and is to be supplied by the awarded vendor.

Proposer agrees to provide two (2) subsequent training sessions at the County's convenience.

Repair Details

All interruptions of service not classified as major will be repaired within eight (8) hours, during normal business hours.

Should there be a cable cut affecting the long distance network, the Service Representative should notify the County immediately.

The service system shall be equipped with diagnostic programs that run concurrently with call processing. Maintenance will be a centrally run software function that does not require portable test equipment for fault diagnosis. Diagnostic programs shall detect a fault and its location down to a single replacement module. It should be possible to run specific self-test programs on command. Testing should occur in a central office on a 24-hour basis and be a normal process to the service offered.

Processing Service Orders

The County requires same day confirmation, by fax or email, on any new activity. Information to be included is as follows:

Due date
Service Order number/P.O. number
Brief description of activity
Name of employee processing order

General Labor Rates - Adds, Moves, and Changes

Fill in the following information in the space provided:

PIC Change Charge (1st line) _____

PIC Change Charge (each additional line) _____

LPIC Change Charge (1st line) _____

LPIC Change Charge (each additional line) _____

Presubscribed Interexchange Carrier Charge _____

Station Requirements:

Provide the installment-billing option for installation and nonrecurring charges including annuity factor and Annual Percentage Rate (APR).
ANI's:

- Automatic Number Identification's (ANI's) must not change. Proposed solution must preserve the existing telephone numbers. Change in telephone numbers is unacceptable.

Monthly Billing Requirements:

The County requires a monthly hard copy itemized/detailed bill and a secure online access account to review current and archived monthly itemized/detailed billing. In addition the County requires online access with the capabilities to download the entire County itemized/detailed billing as one large file in one or all of the following formats with minimal steps to complete said task. To wit: CSV, MS Excel spreadsheet, or MS Access DB format.

Specify number of months archived billing will be available online and/or for download: _____

Desired Billing Information for Long Distance Service

In conjunction/addition to the above monthly billing requirements, the County of Hidalgo requires one monthly invoice for services requested in this RFP.

- Ability to enable four to six digits for Forced and Verified account codes
- Ability to enable account codes with user-specified names
- Grouping of callers within departments with user-specified names
- Grouping of departments within division with user-specified names

- Management Summaries
- Monthly billing must be provided in duplicate at no additional charge

Detail of Long Distance charges must include:

- Call Date
- Time
- Place Called or called from
- Number Called
- From Number
- Call Type (a list of call types must be included in the bill)
- Carrier
- Duration
- Amount of Call
- Directory Assistance Calls
- Totals by callers within a department, departments within a division

Management Summaries should include detail on:

- One Plus Calls
- Calling or travel Calls
- International Calls
- Directory Assistance Calls
- Toll Free Calls
- Call Length Statistics & Top Longest Calls
- Most Frequently Dialed Numbers

V. ADDITIONAL REQUIREMENTS:

1. 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.

2. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

I. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

	Description:	Points:
1.	Financial considerations to include any cost to the County • In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous	30
2.	Customer Service • Experience and knowledge necessary to provide the appropriate systems and perform all the required services. • Ease of communicating with company's support system and the company's ability to have trained response team/person at service site to provide service and ensure minimal "down" time.	45
3.	Clarity of Proposal • Requested information included and thoroughness of response. • Understanding and acceptance of the scope of services.	15
4.	Ability to meet the requirements of RFP regarding "Billing" • Understanding of the RFP and Contract requirements.	10
	Total Points:	100

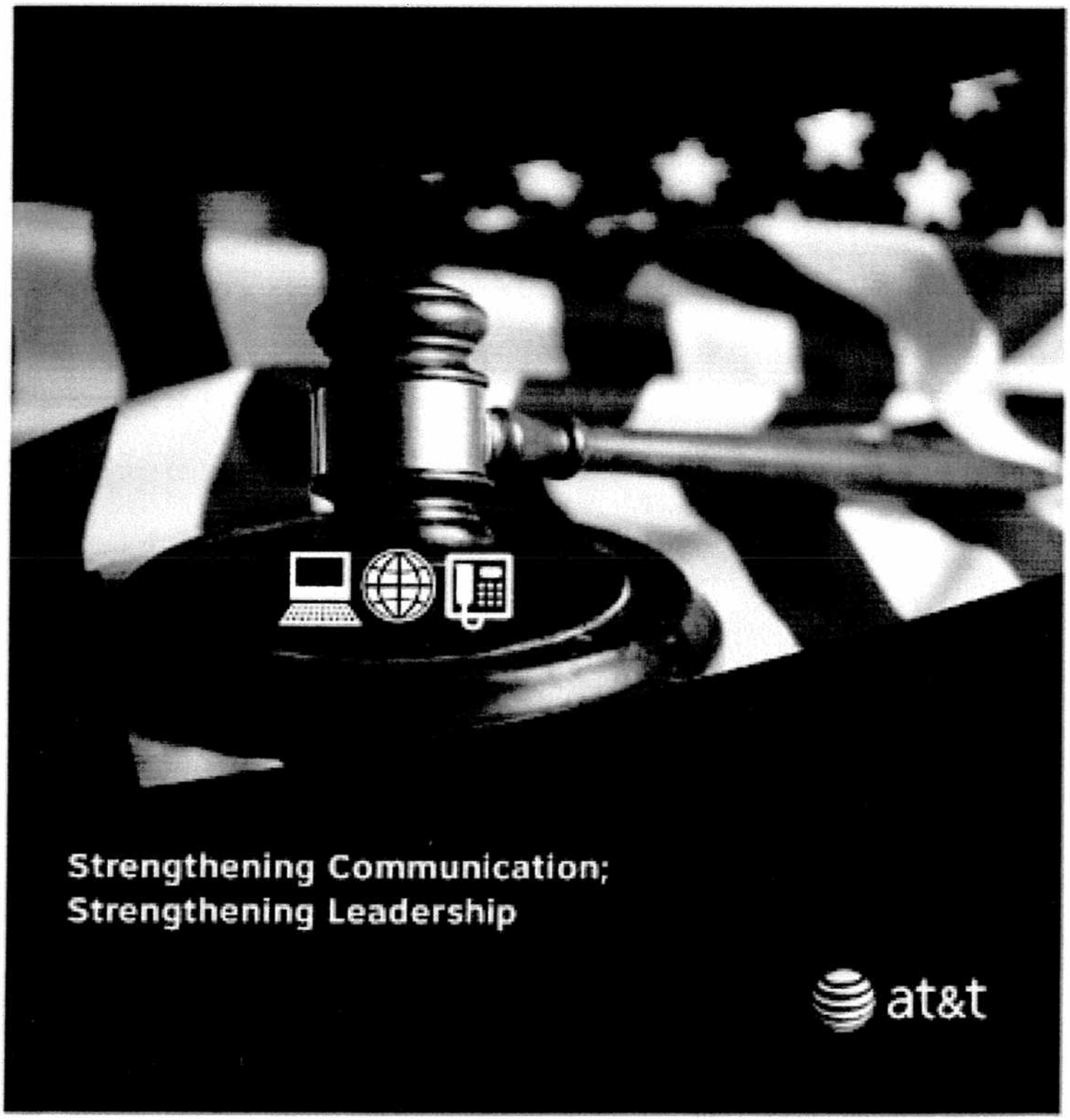
II. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

III. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"
PAYMENT SCHEDULE
(Including Best And Final Offer)



Strengthening Communication; Strengthening Leadership

at&t

Joel Davila
Account Manager

Southwestern Bell Telephone Company
721 Beech Ave B-A-04
McAllen, TX 78501
Phone: 956-984-4648
Fax: 956-630-8403
Email: jd8020@att.com

at&t

September 16, 2008

Martha L. Salazar
Purchasing Agent
Hidalgo County
2802 So. Business 281
Edinburg, TX 78539

Dear Ms. Salazar:

The AT&T family of companies is pleased to respond to your Request for Proposal. It is apparent that Hidalgo County has invested significant time in defining your present and future Long Distance requirements. We have tailored our response to comply completely with those requirements in the most cost-effective manner possible.

As you evaluate your responses, it is important to consider details beyond your minimum requirements. The AT&T team of technical and applications experts has designed a turnkey solution that exceeds your minimum requirements and offers Hidalgo County exceptional value. The AT&T family of companies provides these benefits:

- A single vendor to implement and manage your network and communications equipment
- Powerful resources, like our AT&T Laboratories research arm, that bring the latest technology to you.

The AT&T family of companies offers Hidalgo County a full product portfolio that allows you to upgrade and support new initiatives within your business. You'll enjoy the same reliable service and support you've come to expect from us.

Please contact me with any questions or if you need additional information.

Sincerely,

Joel Dávila

Joel Davila
Account Manager

SEP 17 2008

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County. Exception: Notwithstanding the foregoing, AT&T may, without Customer's consent, assign its rights and obligations under this Agreement to an AT&T Affiliate that controls, is controlled by, or is under common control with AT&T, or subcontract to such an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

TERM OF CONTRACT:

The initial term of the resultant contract shall commence from the date of award for an initial period of two (2) years with the County's option to extend the contract for one (1) additional year subject to satisfactory performance, terms, rates price and conditions remain the same. Exception: AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00.

Grace period: Hidalgo County reserves the right to continue this contract for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

Contract award: The award of the contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the importance of service, proposer's qualifications, demonstrated ability to provide the required services, demonstrated ability to respond to Hidalgo County's needs on a timely basis, past performance, references, price, professional acumen and other factors set forth in the RFP. Prices must be fixed and will service as the basis for awarding additional funds if received.

SECTION II - RFP REQUIREMENTS

RESPONSE TO PROPOSAL SUMMARY BELOW

AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract").

Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for

Proposal and AT&T's response to it.

Name of Company offering service: AT&T Corp

LONG DISTANCE SERVICE

Item	Price
Switched One + Outbound Cost per Minute(CPM)	
A. IntraLata	**.0547 CPM**
B. InterLata	**.0547 CPM**
C. InterState (state-to-state)	**.0384 CPM**
D. International	
1. Mexico (border band)	**.16 CPM**
2. Canada	**.07 CPM**
Monthly Charge per Account	**Zero**
Switched Inbound Toll Free Service Cost per Minute	**Same as switched outbound**
Monthly Charge per Line	**$30.00**
Calling Card Cost per Minute	**.43 CPM**
Surcharge Cost	**.90**
Conference Calling Cost per Minute	**.22 CPM per participant**
Total Max Participants	**50**
Cost per Participant	**.22 CPM per participant**
Local (Lata) Directory Assistance	**99 cents**
Intrastate Directory Assistance	**99 cents**
National Directory Assistance	**99 cents**
Reverse # Directory Assistance	**99 cents**
Presubscribed Interexchange Carrier Charge (PICC) *Also known as Carrier Access Charge or Access Line*	
A. Business Line	**$5.00**

State your company's policy regarding the reimbursement of PIC and LPIC change charges billed by local telephone companies.
AT&T will issue one-time credit on bill for PIC & LPIC change charges billed by local telephone companies.

WE THE UNDERSIGNED SUBMIT THE ABOVE PROPOSAL FOR THE ABOVE MENTIONED ITEMS:

I/we have read the proposal requirements, conditions, and specifications, which are an integral part of the terms of this contract.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current Texas codes. Furthermore, I understand that fraud and unlawful collusion are crimes under the Federal Law, and can result in fines, prison sentences and civil damage awards.

I hereby certify that I am authorized to sign as a Representative for the firm

Name of Company/Firm: AT&T Corp.

Address: 721 Beech Ave., B-A-04, McAllen, TX 78501

Signature: Joel Davila

Name: Joel Davila
(Type or Print)

Title: Account Manager **Date:** September 16, 2008

Telephone #: 956-984-4648 **Fax #:** 956-630-8403

SCOPE OF PROJECT

The County is seeking proposals from carriers to provide Long Distance Telephone Services by no later than **9:30 a.m. on September 17, 2008.** Proposals must provide solutions that preserve or improve the existing level of service.

The County is requesting proposals for IntraLata, InterLata, InterState, International, 800, and Calling Card long distance services; including various directory assistance services.

SPECIFICATIONS TO THE PROPOSER

Please read the specifications thoroughly to be sure the proposal offered complies with all requirements of the RFP. Variations from the specifications must be clearly indicated.

The long distance vendor shall provide long distance switched services to the County. Line quality must be as clear and as crisp as a local call. There shall be no charges for unanswered calls and billing must be in six (6) second increments or better. **Exception: Billing will be 30 seconds initial and one second increments thereafter.**

The services to be furnished under this proposal must comply with all Federal Communications Commission (FCC) and Public Utility Commission (PUC) Rules (Substantive Rule 26.211).

Page six (6) of the RFP must be signed by an authorized representative of the company and included with the proposal in order to be considered valid.

Proposals cannot be altered after opening time. Any additions, deletions, or variations from the following specifications must be noted. Any parts not specifically mentioned which are necessary to the service to be complete and ready for use must be identified in your proposal.

The number of days required to deliver the service must be stated in the proposal. A cutover schedule must be given to the County, after proposal award. The County reserves the right to postpone the installation or implementation of any location it deems necessary.

When a delay can be foreseen, vendor shall give notice to the County. The proposer must keep the County advised at all times of the status of cutover. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the County to purchase such service elsewhere and charge increase in monthly cost and installation charges to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Exception: AT&T will endeavor to meet all delivery dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Hidalgo County and/or any contractor or subcontractor employed by Hidalgo County, manufacturer (to include Equipment which may be on "back order") or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify Hidalgo County of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties, but would not constitute a breach of contract. Our pricing is predicated on the requirements as set forth by the bid documents. AT&T does not agree to be responsible for excess costs.

Acts of God (floods, tornadoes, hurricanes, etc.)

Acts of government, fire, strikes, war
Actions beyond the control of the successful vendor

Proposer shall carefully examine the proposal forms, specifications, and instructions to proposer. Should the proposer find discrepancies in, or omissions from, specifications, forms or documents, or should he be in doubt as to their meaning, he should within herein specified time for questions, notify Hidalgo County in writing to obtain clarification by addendum prior to submitting any proposal.

GENERAL INFORMATION

Contract Documents

This Request for Proposal (RFP) and all supplements, addenda and/or modifications will become part of the contract. Should other agreements and/or contracts required by the successful vendor differ in wording or intent from the RFP and other documents required by the County, it is agreed to by the vendor that the County's documents will control the transaction. Exception: AT&T Corp. ("AT&T")

submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract").

Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for Proposal and AT&T's response to it.

The proposal as submitted by a vendor would have to take precedence over the original RFP, otherwise a vendor would be required to comply with items it had taken exception to in its response.

Validity of Proposal

To be considered as valid, all items listed on pages five (5) and six (6) of the RFP must be included. All vendor offerings submitted in response to this request for proposal must remain in effect for ninety (90) days from date of proposal opening.

Right of Rejection

The County has the right to reject work, which does not conform to proposal/contract specifications. Defective work will be corrected within a mutually agreed upon time, or the County will consider vendor in default of vendor's obligation and order vendor to stop work.

Award

The County reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities or to accept the proposal to be the best and most advantageous to the County and hold the proposals for a period of ninety (90) days during which an award will be made by the County.

Proposal Submission

Specifications are to be addressed, item for item, in the order listed herein. Failure to complete specifications fully, or using evasive or false responses, may cause disqualification of proposal.

Company Background

Details of company history to be included are: date of formation, principals involved in the company, financial and organizational growth, and other data the vendor may deem pertinent. **See Atttachments**

If your company is in the process of merging with another telecommunications company, list the name of the company. _____

CLEC/LSP/IXC Financial Information

Financial statements for the most recent fiscal year must be included as part of the proposal but should not be a part of the binder. All financial statements should be provided in a separate envelope. If vendor is a telecommunication division of a major long distance company, financial data for the long distance division must also be included.

Indicate your company type:

Local Exchange Company (LEC)	
Competitive Local Exchange Company (CLEC)	
Local Service Provider (LSP)	
Interexchange Carrier (IXC)	✓

Legal Considerations

All work is to comply with applicable federal, state and city laws, and the rules of the PUC.

County Responsibilities

The County agrees to provide vendor access to premises throughout reasonable hours during the installation/implementation of the services.

All ANI's, by type, will be provided to the awarded Long Distance vendor.

Vendor Responsibilities

Vendor must be responsible for any additional wiring, connection points and other parts/materials necessary for a fully operational system. Permission must be obtained from the County prior to cutting any surfaces of property. Repair of any damage due to carelessness or accidents of vendor representatives or subcontractors will be the responsibility of the vendor.

The successful vendor shall be responsible for testing all lines accessing both the local and long distance networks.

The successful vendor shall provide at least one technician and one customer service representative on site during each cutover. The customer service representative shall be responsible for making his own appointment with a County representative at each location and shall provide adequate training pertaining to any changes as a result of the cutover. Exception: AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. For the price (s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Work which is not shown or described in this proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

AT&T will repair and replace any damage to Hidalgo County's premises due to the installation effort caused

by AT&T or its agents, as promptly as reasonably practicable, returning the site to its pre-installation condition.

Insurance

Proposer shall be responsible for the proper protection of all personnel, materials, and equipment stored on or off the properties of the client in relationship to the installation of said telephone service. Any subcontractors used by the awarded vendor shall be required to furnish same. In addition to the county's insurance requirements listed on Exhibit "C", insurance coverage shall include the following:

1) Builder's Risk and Owner's Liability Insurance must include vandalism and malicious mischief endorsements up to 100% of the insurable value of work. This insurance shall include the interest of the awarded vendor, subcontractor, and the County.

2) Property Damage - Minimum of $100,000.00.
Proof of insurance will be requested prior to the commencement of the project.

Exception: Customer agrees to accept AT&T's program of self insurance in lieu of the insurance coverage.

Wiring

Care shall be exercised in all applicable wiring to avoid damage to cable and equipment. All wiring and connectors shall be installed in strict adherence to standard communication installation practices and all federal, state and local applicable building codes. Vendor shall take all necessary precautions to protect the building area adjacent to the work area.

Data Input

Proposer agrees to accept the responsibility for data input of all features and/or other data pertinent to operation of system. It is also the responsibility of the vendor to identify individual station feature options and make options known to the County.

System Acceptance

Acceptance of installed services will be contingent upon meeting the specifications and overall compliance to all requirements contained herein. The vendor will perform functional testing for all central office trunks, stations, and required features. Said testing and any resulting changes necessary will be completed within twenty-four (24) hours of scheduled cutover. Exception: Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any System Acceptance provisions required for compliance with the Request for Proposal and AT&T's response to it.

Maintenance

The long distance carrier will be responsible for keeping their network up-to-date with new area codes and exchanges.

Contract Documents

All documents contained in the RFP will become part of the contract between the County and the successful proposer. In addition, the response to the proposal on the part of the successful vendor, as well as any and all supplements, modifications, and/or addenda requested prior to installation, will become part of the contract.

If an affidavit or a letter of election is to be signed by the County, a copy of the document must be part of the proposal.

A Non-Appropriations clause must be part of the Contract or Agreement. The clause must include the following:

> Not withstanding anything to the contrary herein, in the event the County of Hidalgo fails to appropriate sufficient funds for any of the County's fiscal years occurring during the term of agreement, which appropriations are for the purpose of paying the monthly or other charges set forth in the Agreement for services similar to those described herein, the term of the agreement shall end at midnight on September 30 of the County's fiscal year for which appropriations were made without further liability to the telephone company except for payment of monthly charges due and payable for services provided to the date of termination. The Non-Appropriations Clause must supersede all terms and conditions pertaining to termination liability charges. Exception: AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract").
> Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for Proposal and AT&T's response to it.

Deviations/Errors

Any deviation between the contract and a tariff must be corrected at once. If there are billing errors due to differences between the tariffs and/or the customer contract and the actual invoices, adjustments must be made by the second billing period after the cutover.

The amount of the credit adjustment must include compound interest and will be retroactive to the time the error occurred.

Installation

All vendor travel time, lodging, per diem or other relevant costs to the installation of the proposed system, if any, are to be included in the proposal. There will be no itemized or separate installation fees charged to the County in addition to the proposed listed service.

Installation Schedule

The vendor is required to present with this proposal an installation timeline outlining cutover periods, installation, and system testing time. Cut sheets should be provided to the County seven (7) workdays prior to each cut date.

Training

User training, if any, is to include clear detailed brochures for each user outlining the various features and instructions for use and is to be supplied by the awarded vendor.

Proposer agrees to provide two (2) subsequent training sessions at the County's convenience.
Exception: No User Training included.

Repair Details

All interruptions of service not classified as major will be repaired within eight (8) hours, during normal business hours. Exception: Repair timelines are subject to events outside AT&T's responsible control.

Should there be a cable cut affecting the long distance network, the Service Representative should notify the County immediately.

The service system shall be equipped with diagnostic programs that run concurrently with call processing. Maintenance will be a centrally run software function that does not require portable test equipment for fault diagnosis. Diagnostic programs shall detect a fault and its location down to a single replacement module. It should be possible to run specific self-test programs on command. Testing should occur in a central office on a 24-hour basis and be a normal process to the service offered. Exception: AT&T Corp. ("AT&T") submits this Request for Proposal ("RFP") response subject to the terms and conditions of the attached AT&T Master Agreement, the Comprehensive Service Order Attachment, AT&T Business Network Service (ABN) with Multi-Service Agreement and associated transaction-specific documents, and not pursuant to the Hidalgo County Service Contract C-08-330-00-00. Neither party is under any obligation to the other with respect to this Request for Proposal until the parties have agreed upon and executed a mutually agreed master agreement and order documents (the "Contract").

Should AT&T be selected as your supplier of choice, AT&T will work cooperatively with Hidalgo County to negotiate any order-specific provisions required for compliance with the Request for Proposal and AT&T's response to it.

Processing Service Orders

The County requires same day confirmation, by fax or email, on any new activity. Information to be included is as follows:

Due date
Service Order number/P.O. number
Brief description of activity
Name of employee processing order

General Labor Rates - Adds, Moves, and Changes

Fill in the following information in the space provided:

PIC Change Charge (1st line)	**$5.00**
PIC Change Charge (each additional line)	**$5.00**
LPIC Change Charge (1st line)	**$5.00**
LPIC Change Charge (each additional line)	**$5.00**
Presubscribed Interexchange Carrier Charge	**$5.00**

Station Requirements:

Provide the installment-billing option for installation and nonrecurring charges including annuity factor and Annual Percentage Rate (APR).
ANI's:

- Automatic Number Identification's (ANI's) must not change. Proposed solution must preserve the existing telephone numbers. Change in telephone numbers is unacceptable.

Monthly Billing Requirements:

The County requires a monthly hard copy itemized/detailed bill and a secure online access account to review current and archived monthly itemized/detailed billing. In addition the County requires online access with the capabilities to download the entire County itemized/detailed billing as one large file in one or all of the following formats with minimal steps to complete said task. To wit: CSV, MS Excel spreadsheet, or MS Access DB format. **Exception: Hard copy will bill $100 per month. Online bill will be at no charge to customer.**
Specify number of months archived billing will be available online and/or for download: **12**

Desired Billing Information for Long Distance Service

In conjunction/addition to the above monthly billing requirements, the County of Hidalgo requires one monthly invoice for services requested in this RFP.

- Ability to enable four to six digits for Forced and Verified account codes

- Ability to enable account codes with user-specified names
- Grouping of callers within departments with user-specified names
- Grouping of departments within division with user-specified names
- Management Summaries
- Monthly billing must be provided in duplicate at no additional charge

Detail of Long Distance charges must include:

- Call Date
- Time
- Place Called or called from
- Number Called
- From Number
- Call Type (a list of call types must be included in the bill)
- Carrier
- Duration
- Amount of Call
- Directory Assistance Calls
- Totals by callers within a department, departments within a division

Management Summaries should include detail on:

- One Plus Calls
- Calling or travel Calls
- International Calls
- Directory Assistance Calls
- Toll Free Calls
- Call Length Statistics & Top Longest Calls
- Most Frequently Dialed Numbers

V. ADDITIONAL REQUIREMENTS:

1. 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.

2. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

9. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with South Western Bell Telephone Company d/b/a AT&T Corp. for RFP: 2008-330-09-17-SMA-Long Distance Telephone Services-Hidalgo County.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

10. **Presentation for discussion, consideration, acceptance, and approval of payment of invoice No. 6 (1st & 2nd floor) in the amount of $30,000.00, and payment of Invoice No. 7 (3rd Floor) in the amount of $4,270.00 from Alcocer Garcia Associates Design Consulting, contracted architect for the, "Remodel of Existing Old Administration Building." 0-08-131-08-07**

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

11. **Presentation for consideration, discussion, acceptance and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with Alamo Insurance Group for Part I-Self-Funded Insured Group Health of the RFP/Q NO: 2008-195-09-10-CGV-Consulting Services for: Part I Only-Self Funded Insured Group Health and Part II Not Applicable-Voluntary Insurance Plans For Employees - Hidalgo County Project.**

    On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

12. **A. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:**

Vendor	Contract Description	Contract #
Corporate Express of Texas, Inc.	Office Supplies & Equip.	254-06
Staples Business Advantage	Office Supplies & Equip.	254-06
Southern Tire Mart	Tires, Tubes & Automotive Products	239-05
O'Reilly Auto Parts	Tires, Tubes & Automotive Products	239-05
Burton Auto Supply	Tires, Tubes & Automotive Products	239-05
GT Distributors, Inc.	Public Safety & Fire House Supplies & Equip.	284-08
MSC Industrial Supply Co.	Maintenance, Repair & Operation Sup. & Equip.	263-07
Gulf Coast Paper Company	Custodial Supplies & Equip.	291-08
Superior Alarms	Supplemental Technology Products, Software & Sup.	289-08

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AI-12252 **13.A.9.**

Long Distance Telephone Services-Hidalgo County

CC REGULAR

Date: 11/18/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed and approved as to form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with South Western Bell Telephone Company d/b/a AT&T Corp. for RFP: 2008-330-09-17-SMA-Long Distance Telephone Services-Hidalgo County.

BACKGROUND

Contract to be effective upon fully execution of contract by both parties.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-531

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

BUDGETARY IMPACT:

Funds available as of 11-14-08 $23,111.28

Attachments

Link: BAFO AND PROPOSAL DOCUMENTATION

Link: CONTRACT DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/13/2008 02:05 PM	APRV
2	Budget & Management	Veronica Lopez	11/13/2008 02:32 PM	APRV
3	Veronica Lopez	Veronica Lopez	11/14/2008 08:31 AM	APRV
4	Auditor's Office		11/14/2008 05:12 PM	NEW

Form Started By: Vangie Garcia Started On: 11/12/2008 04:15 PM

Final Approval Date: 11/14/2008

Evangelina Garcia

From: Renán Ramirez [renan@co.hidalgo.tx.us]
Sent: Tuesday, January 19, 2010 9:45 AM
To: 'Martha Salazar'
Cc: darlene.betancourt@co.hidalgo.tx.us; 'Evangelina Garcia'
Subject: FW: TEX-AN 2000 Master Agreement

Darlene,

This is the contract number. This is ONLY for LONGDISTANCE services. Can you place on the agenda?

The long distance is part of the Master Agreement,

TEXAN 2000-SBC-MA1 (Master Agreement-Data, Voice, Long Distance)

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792 / W: 956.289.7444
E: renan@co.hidalgo.tx.us
"I arise in the morning torn between a desire to improve the world and a desire to enjoy the world. This makes it hard to plan the day. " - E. B. White

Please refrain from printing this email unless completely necessary. Go Green!

-----Original Message-----
From: MONTEITH, BRENDA L (ATTSWBT) [mailto:bm3274@att.com]
Sent: Tuesday, January 19, 2010 9:39 AM
To: renan@co.hidalgo.tx.us
Subject: TEX-AN 2000 Master Agreement

Good morning,

I apologize for the delay in responding. I was out of the office Friday and Monday.

The long distance is part of the Master Agreement,

TEXAN 2000-SBC-MA1 (Master Agreement-Data, Voice, Long Distance)

Have great day!

Brenda Monteith
Account Manager 2
Government/Education Accounts
AT&T - Texas
721 Beech Ave Room 1-A-01
McAllen, TX 78501
(956) 984-4617
AT&T Erate Information - http://www.corp.att.com/erate/ -
Helpful Numbers -
Orders - GEM.TX.ORDERS@RDSMAIL.IMS.ATT.COM or 1-800-610-0012
Billing - 1-888-672-9379

Evangelina Garcia

From: Renán Ramirez [renan@co.hidalgo.tx.us]
Sent: Friday, January 15, 2010 4:45 PM
To: darlene.betancourt@co.hidalgo.tx.us
Cc: 'Martha Salazar'; 'Evangelina Garcia'; oralia@co.hidalgo.tx.us; 'Edna Kirby'
Subject: FW: Hidalgo County LD
Attachments: County of Hidalgo.pdf

Importance: High

Cc: GOODWIN, TERESA M (TESS) (ATTSWBT)
Subject: FW: Hidalgo County LD

Good morning,

After speaking with you and Nelda, I confirmed action has been taken on our side regarding the ABN contract. We will follow through to make sure the cancellation of the contract does not result in termination charges being billed.

I located information indicating an adjustment was issued in October to rerate calls from 11-1-2005 to 7-1-2009 in the amount of $22,183.12. Please let me know if that has not appeared on a recent billing statement.

If I understood our conversation, you still need a copy of the bill which contained the "Notice of Rate Increase" on the expired high volume calling plan and this copy is needed to provide the auditors and enable payment of the bills from July forward, correct? I am making inquiries to obtain and provide you with that statement.

I also understood you have not made contact with DIR to initiate the conversion of your LD to DIR. There is a new urgency here. On 2-12-10 the out of term rates on the expired HVCP will increase again so the County needs to take action quickly. Please initiate this process.

To order the DIR LD service or any other TEX-AN 2000 products and services, contact the DIR Telecom Solutions (telecom.solutions@dir.state.tx.us) staff, 512-463-7800. Further details about the DIR Texan LD service is found at http://www.dir.state.tx.us/tex-an/index.htm.

Please let me know if I have misunderstood your requests.

Thanks,
Brenda Monteith
(956)984-4617
brenda.monteith@att.com

From: GOODWIN, TERESA M (TESS) (ATTSWBT)
Sent: Thursday, January 07, 2010 4:26 PM
To: MONTEITH, BRENDA L (ATTSWBT)
Subject: Hidalgo County LD

From: GOODWIN, TERESA M (TESS) (ATTSWBT)
Sent: Monday, December 14, 2009 5:32 PM
To: 'renan@co.hidalgo.tx.us'
Cc: SAENZ, RUFINO (ATTSWBT)
Subject: FW: Status

Renan

In regard to the Long Distance agreement, please proceed to contact DIR to initiate the conversion of the County's Long Distance service to the DIR contract.

I have initiated the "cancellation" of the ABN Long Distance contract that was counter signed in January of this year by AT&T but never activated.

To order the DIR LD service or any other TEX-AN 2000 products and services, contact the DIR Telecom Solutions (telecom.solutions@dir.state.tx.us) staff, 512-463-7800. Further details about the DIR Texan LD service is found at http://www.dir.state.tx.us/tex-an/index.htm.

Tess Goodwin
Regional Sales Manager - Gov/Ed
AT&T Texas
1010 N. St. Mary's, Room 839, San Antonio, Texas 78215
Office: 210-633-5610
"This e-mail and the files transmitted with it are the property of AT&T Texas and/or its affiliates, are confidential, and are intended solely for use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipient or otherwise have reason to believe that you have received this message in error, please notify the sender at 210-633-5610 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited."

From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Monday, December 14, 2009 4:13 PM
To: SAENZ, RUFINO (ATTSWBT)
Subject: RE: Status

Have not heard anything and the bills are piling up. We cannot make payment until we resolve this issue.

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792 / W: 956.289.7444
E: renan@co.hidalgo.tx.us
"I arise in the morning torn between a desire to improve the world and a desire to enjoy the world. This makes it hard to plan the day. " - E. B. White

Please refrain from printing this email unless completely necessary. Go Green!

From: SAENZ, RUFINO (ATTSWBT) [mailto:ps792a@att.com]
Sent: Friday, November 13, 2009 11:28 AM
To: Renán Ramirez
Subject: RE: Status
Importance: High

Renan,

Tess Goodwin is addressing the issues that were pending. She should be contacting you within the next few days. She has your contact information.

at&t

TEX-AN 2000
Authorized Vendor

Cisco Powered Network

PIC/LPIC Flow Chart

Outbound Services

International Long Distance

Directory Assistance

Calling Card

SDDN

Inbound Services

Conferencing Service

Toll Fraud Protection

DIR
State of Texas Department of Information Resources
Long Distance

TEX-AN 2000

The TEXas Agency Network

AT&T TEXAN 2000 Home

Long Distance Services

AT&T offers a family of Long Distance services that are critical in meeting customers' communication needs.
With Tex-an 2000, big and small customers alike reap the benefits of a cost effective network solution.

Tex-an 2000 Long Distance Services include:

- Domestic Outbound Service - Switched
- Domestic Outbound Service - Dedicated, including PRI
- Authorization Codes for Switched and Dedicated Services
- International Outbound Service
- Directory Assistance - Domestic and International
- AT&T Worldwide Calling Card
- Software Defined Data Network
- Inbound Toll Free Service - Switched and Dedicated
- Advanced Toll Free Features
- Teleconference Service
- NetPROTECT Toll Fraud Protection

Tex-an 2000 Long Distance Services must be ordered through the State of Texas DIR. The rates in this section are the rates the State charges the End User and do not reflect the rates AT&T charges the State.

To ensure that switched calls are rated correctly, please follow the PIC FLOW CHART.

To contact AT&T Texas regarding these products and services:
Call: 800-773-4688 or click here to send an e-mail.

These products and services are Awarded to AT&T Texas under the following TEX-AN 2000 Contracts:

TEXAN 2000-SBC-MA1

CISV VID Number:
143-052-97104.

AT&T TEXAN 2000 Home

at&t
TEX-AN 2000
Authorized Vendor
Cisco

TEX-AN 2000
The TEXas Agency Network

Local Switched Services

Dedicated Services Data

Dedicated Services Voice

Packet Services

Hardware, Software, and IT Services

Long Distance

Internet

Managed Services

Security Services

DIR
State of Texas Department of Information Resources

GENERAL OVERVIEW

Tex-An 2000 is an agreement between the State of Texas Department of Information Resources (DIR) and AT&T Texas (formerly SBC Texas) for various telecommunication services, data services, hardware, software, and IT services including:

- Local Switched Services
- Dedicated Services – Data
- Dedicated Services – Voice
- DSL-RLAN, ADSL, SDSL
- Packet Services – ATM, Frame Relay Service, Circuit Emulation
- Long Distance – Outbound Services
- Long Distance – Inbound Services
- Conferencing Services
- Dedicated Internet Access
- Hardware, Software, and IT Services

Customer Eligibility:
Different products and services offered through DIR are governed by different parts of state law. The following eligibility guidelines apply to **data services, telecommunications services,** and **telecom material / cable and wiring supplies.** *Click here to view Eligibility Guidelines for hardware and software sales or IT services.*

- Texas State Agencies
- City and county governments
- Special districts created by Texas state law (e.g., municipal water districts)
- Entities owned by or a part of a city or county taxing authority (e.g., public libraries)
- Consortia and cooperatives made up of political subdivisions if organized under the Interlocal Cooperation Act, Texas Government Code, Chapter 791
- Certain private institutions of higher education as more particularly described in Texas Government Code, Section 2170.004 (5)

Rates are month-to-month, with no termination or installation charges, except where noted.
On certain services ordered on or after 10-04-02, AT&T Texas is authorized to charge a pro rata installation charge in the event a customer does not keep an ordered service for at least 12 months.

To contact AT&T Texas regarding these products and services:
Call: 800-773-4688 or click here to send an e-mail.

These products and services are Awarded to AT&T Texas under the following TEX-AN 2000 or Go DIRect Contracts.
(Click on the following hyperlink to open the Contracts WEB site page.)

View Contracts

CISV VID Number:
143-052-97104
AT&T's CISV Letter

Links to other TEX-AN 2000 Pages

How to order from the TEX-AN 2000 contract

Who is eligible to use the TEX-AN 2000 contract

Questions, Suggestions, Complaints, or Problems

State of Texas
Department of Information Resources
Leadership for Texas Government Technology

Communications Technology Services

- Data Services
- Voice Services
- TEX-AN
- TEX-AN Pricing
- WAN Services
- WAN Pricing
- Capitol Complex Telephone System (CCTS)
- CCTS Pricing
- CCTS Telephone Directory
- Customer Service
- Billing
- FAQ

Related Information

- Store - DIR Products and Services Catalog
- Customer Eligibility
- Telecommunications Planning and Oversight Council (TPOC)

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Advanced Search

TEX-AN 2000 Rates - Long Distance Service

Long Distance Voice Services | AT&T SDDN Long Distance Service | TEX-AN LD Directory Assistance | Toll-Free Services

Long Distance Voice Services

The dedicated-to-dedicated rates apply only if the origination carrier and the termination carrier are the same. If you require station-level detail, a PRI port is required (See also "Voice Access"). The table below displays prices per minute.

AT&T Long Distance Services

	Dedicated Origination		Switched Origination	
	Dedicated Termination	**Switched Termination**	**Dedicated Termination**	**Switched Termination**
Intra-LATA	$0.0187	$ 0.0456	$ 0.0390	$ 0.0550
Inter-LATA	$0.0187	$ 0.0456	$ 0.0456	$ 0.0737
Interstate	$0.0211	$ 0.0269	$ 0.0269	$ 0.0374
Canada	NA	$ 0.0395	N/A	$ 0.0478

In non-SBC territory, InterLATA toll must also be PIC'd to SBC. All IntraLATA usage in non-SBC territory and will be billed by DIR at a rate of $0.0572 per minute. In SBC territory, IntraLATA toll can be billed directly by SBC at $0.055 per minute or can be billed by DIR at $0.0572 per minute.

Long Distance Voice Services | AT&T SDDN Long Distance Service | TEX-AN LD Directory Assistance| Toll-Free Services

AT&T Software-Defined Data Network (SDDN) Service For Video Conferencing

AT&T SDDN Services is for video conferencing calls between ISDN BRI and PRI circuits. The table below displays prices per minute.

AT&T SDDN Service For Video Conferencing

		Dedicated Origination	Switched Origination	
		Dedicated Termination	Dedicated Termination	Switched Termination
AT&T SDDN	Intrastate	$ 0.0328	$ 0.1076	$ 0.1790
	Interstate	$ 0.0676	$ 0.0887	$ 0.1238

Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 (Map & Directions)
1-512-475-4700

Privacy & Security Policy
Accessibility | Open Records Policy
Link Policy | Compact with Texans
DIR Contacts | dirinfo@dir.state.tx.us

Last updated April 21, 2008

Evangelina Garcia

From: Renán Ramirez [renan@co.hidalgo.tx.us]
Sent: Wednesday, January 20, 2010 4:40 PM
To: 'Evangelina Garcia'
Attachments: DIR - TEX-AN 2000 1+ Long Distance Services.pdf

Vangie,

This is the explanation of services...

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792 / W: 956.289.7444
E: renan@co.hidalgo.tx.us
"I arise in the morning torn between a desire to improve the world and a desire to enjoy the world. This makes it hard to plan the day. " - E. B. White

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Long Distance Service

Overview of Long Distance (LD) Service

Long distance phone calls fall into four categories: international; interstate, inter-lata (between LATAs) or intra-lata (long distance within one LATA). The TEX-AN 2000 network offers long distance (LD) voice service using AT&T's Software Defined Network (SDN). AT&T provides cost effective service solutions for big and small customers alike. Small customers with minimal LD needs may access the network on a **switched basis** (i.e., long distance services provided over your local phone lines), while larger customers may find it more economical to access the network on a **dedicated basis** (i.e., users must install a dedicated line used for LD).

Interlata vs Intralata

The State of Texas is partitioned into eighteen Local Access and Transport Areas (LATAs) shown in the map below.

Inter-LATA and Intra-LATA Long Distance Service

All switched long distance phone calls made entirely within the state of Texas are categorized as being either Intra-LATA or Inter-LATA. Customers connecting to the TEX-AN network via switched access will be charged at the switched origination rates. Please see the pricing table for the rates that apply to switched originating calls.

Switched Long Distance Service

Switched long distance service is accomplished simply by dialing "1" plus the Area Code and the seven digit phone number of the desired party using a local line within the State of Texas.. TEX-AN offers switched long distance service to all eligible customers. Customers connecting to the TEX-AN network via switched access will be charged at the switched origination rates. The price per minute will depend on whether the terminating number is switched or dedicated. Switched LD service for TEX-AN 2000 is provided in two categories: Inter-lata and Intra-lata. Please see the pricing table for the rates that apply to switched originating calls.

A selection of AT&T will be required on all Non-SWB LECS. Regarding SWB LECS, a selection of AT&T or SWB may be chosen.

After placing an order for local telephone service, contact DIR to choose TEX-AN as your long distance service. Requests for conversion to the State of Texas Network as the primary long distance carrier on local lines must be submitted in writing to telecom.solutions@dir.state.tx.us. Upon receipt of request, DIR will issue an order to AT&T. The normal installation time frame is 10 working days.
PIC charges will be waived on all SDN services.

Dedicated Long Distance Service

Dedicated LD service is available using T1 or DS3 access circuits. These dedicated circuits are installed at the customer location and terminate at AT&T's point of presence (POP). DIR has significantly simplified the dedicated access pricing for these circuits by negotiating flat rate pricing for various mileage bands statewide. Please see the rate table located at the end of this section for the mileage bands and corresponding price. The dedicated AT&T rates only apply if a customer is connecting to the AT&T SDN network. Installation charges will be waived on circuits that are installed for twelve (12) months or longer. Once the circuit is in place, customers will take advantage of the dedicated origination pricing. The price per minute will depend on whether the terminating number called is switched or dedicated. Please see the pricing table for the rates that apply to dedicated originating calls. View current rates.

Toll-free service

The TEX-AN network offers dedicated toll-free service via AT&T's Megacom service and switched toll-free service. Please see the pricing table for the toll-free rates.

Ordering Services

To order any of the services listed above, please contact a DIR representative at 512-463-7800.

PIC'ing Your Long Distance Carrier

To verify the INTERLATA PIC change to the State of Texas TEX-AN 2000 network as the one-plus (1+) carrier, the location must dial 1-700-555-4141 from each of the local lines converted. After you dial the number you will hear "thank you for calling AT&T for your long distance carrier". To verify INTRALATA specific PIC in most local

exchange companies, dial 1 + area code + 700-4141. After your dial the number you will hear a message the will say "thank you for choosing (local exchange carrier) for your local toll calling. It is strongly recommended that the verification procedure be followed on every submitted telephone number and every line PIC'd to the State Network. Then you will need to send an e-mail to telecom solutions for verification that the number has been entered into the AT&T SDN database.

Form to PIC AT&T via TEX-AN

The form for PIC'ing AT&T through the TEX-AN Network is available for download here. The first form is in Word97 format and the second is in Adobe Acrobat 3 format.

- AT&T LD PIC Request Form in Word format (41 KB, DOC, Viewer)
- AT&T LD PIC Request Form in .pdf format (15 KB, PDF, Viewer)
- AT&T LD PIC Request Form as a Web document

To ensure the correctness and success of the Switched Access database for TEX-AN 2000, it is imperative all users provide Statewide Telecommunications Solutions with all changes to the local telephone numbers for all offices.

Once a telephone number is PIC'd to TEX-AN, it is the agency's responsibility to notify DIR of any changes or disconnects to ensure correct billing. Send the completed application to telecom solutions.

Contacts

DIR Customer Service
Phone: 800-464-1215 or 512-305-9713

DIR Contract Information
Joan Scott
Phone: 512-475-3290

1-512-475-4700

DIR Contacts | dirinfo@dir.state.tx.us

Last updated December 12, 2007

State of Texas
Department of Information Resources
Leadership for Texas Government Technology

Communications Technology Services

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Related Information

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TEX-AN 2000 Rates - Long Distance Service

Long Distance Voice Services | AT&T SDDN Long Distance Service | TEX-AN LD Directory Assistance | Toll-Free Services

Long Distance Voice Services

The dedicated-to-dedicated rates apply only if the origination carrier and the termination carrier are the same. If you require station-level detail, a PRI port is required (See also "Voice Access"). The table below displays prices per minute.

AT&T Long Distance Services

	Dedicated Origination		Switched Origination	
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Inter-LATA	$0.0187	$ 0.0456	$ 0.0456	$ 0.0737
Interstate	$0.0211	$ 0.0269	$ 0.0269	$ 0.0374
Canada	NA	$ 0.0395	N/A	$ 0.0478

In non-SBC territory, InterLATA toll must also be PIC'd to SBC. All IntraLATA usage in non-SBC territory and will be billed by DIR at a rate of $0.0572 per minute. In SBC territory, IntraLATA toll can be billed directly by SBC at $0.055 per minute or can be billed by DIR at $0.0572 per minute.

Long Distance Voice Services | AT&T SDDN Long Distance Service | TEX-AN LD Directory Assistance| Toll-Free Services

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AT&T SDDN	Intrastate	$ 0.0328	$ 0.1076	$ 0.1790
	Interstate	$ 0.0676	$ 0.0887	$ 0.1238

Long Distance Voice Services | AT&T SDDN Long Distance Service | TEX-AN LD Directory Assistance| Toll-Free Services

Long Distance Directory Assistance

To receive these rates, customers must dial the area code + 555-1212. Rates below indicate price per call.

AT&T Long Distance Directory Assistance

	Domestic	International
AT&T	$1.34	$ 5.38

Long Distance Voice Services | AT&T SDDN Long Distance Service | TEX-AN LD Directory Assistance| Toll-Free Services

Toll-Free Services

The TEX-AN network offers dedicated toll-free service via AT&T's Megacom service or SBC's dedicated toll-free service. Both carriers also provide switched toll-free service. Rates below are for price per minute.

AT&T Toll-Free Services

		Dedicated	Switched
AT&T	Intrastate	$ 0.0468	$ 0.0608
	Interstate	$ 0.0468	$ 0.0608

Department of Information Resources
300 West 15th St., Suite 1300
Austin, TX 78701 (Map & Directions)
1-512-475-4700

Privacy & Security Policy
Accessibility | Open Records Policy
Link Policy | Compact with Texans
DIR Contacts | dirinfo@dir.state.tx.us

Last updated April 21, 2008

Agency # _____

Department of Information Resources
Communications Services Division
SERVICE AGREEMENT

This service agreement is between the Department of Information Resources/Communications Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 The Customer will provide Purchase Orders (PO's) to DIR/CTS for services, as ordered, which shall be valid for the entire term of this Service Agreement. Customer shall comply with the DIR rules applicable to the Communications Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the types of service desired and provide DIR/CTS with information which may effect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, Purchase Order numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer shall be responsible for issuing and maintaining the status of PO's. Customer agrees it has no rights to setoff against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect for the period through the end of the state's current fiscal year. The Service Agreement is annually renewable by the timely issuance of a PO by Customer, received prior to the end of the current contract term. In the event a new PO is not received in a timely manner, services will continue on a month-to-month basis until a new Purchase Order is received or termination of the Service Agreement is effected by compliance with Article V. hereof.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.5, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 TSD may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. TSD may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at www.texan.state.tx.us. Inquiries regarding this Service Agreement may be directed to DIR, Support Services Division, at (512) 463-7800.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: _____	**DEPARTMENT OF INFORMATION RESOURCES**
BY: _____	BY: _____
NAME: _____	NAME: Cindy Reed, Director
TITLE: _____	TITLE: Deputy Director of Operations and Statewide Technology and Sourcing, DIR
DATE: _____	DATE: _____
_____	**Legal:** _____

AI-19592 **18.A.8.**

Requesting authority to Advertise for a Short Term Lease Agreement for Lease of Office Space for JP Pct 2 Pl 1 and Option to terminate current contrac

CC REGULAR

Date:	01/26/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise to seek for a short term lease agreement under quotes for the Hon. Justice of the Peace Bobby Contreras and approval of the current specification including any modifications determine by Commissioners' Court for the, "Lease of Office Space for Justice of the Peace Pct 2 Pl 1."

Presentation for consideration, discussion and approval for Hidalgo County to exercise its option to terminate lease as stated in the current lease agreement with CMK Construction Products LLC or Lone Star National Bank for, "Lease of Office Space for Justice of the Peace Pct. 2 Pl 1" by providing a written notice of termination.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-063-001-0-441

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

BUDGETARY IMPACT:

Attachments

Link: Backup

Link: Current Contract

Link: Current Extension

Form Routing/Status

Form Started By: Rocio Villarreal Started On: 01/22/2010 02:39 PM

Final Approval Date: 01/22/2010

Rocio Villarreal

From: David Deanda [deandads@lonestarnationalbank.com]
Sent: Friday, January 22, 2010 11:54 AM
To: Rocio Villarreal
Subject: RE: Lease Agreement between Hidalgo County and CMK Construction Products, Inc.

I will not accept the contract as it currently reads and may consider a month to month. Please let me know if this is an option.

David Deanda | President
520 E. Nolana Ave | McAllen, TX 78504
Phone (956) 984-2864 | Fax (956) 984-2891 | Mobile (956) 605-7866

Lone Star National Bank, The Valley's Bank. www.lonestarnationalbank.com

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Equal Housing Lender | Member FDIC

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, January 21, 2010 2:59 PM
To: David Deanda
Cc: Paulina Solis; 'Darlene Betancourt'; ramon.vela@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Subject: Lease Agreement between Hidalgo County and CMK Construction Products, Inc.

Mr. David Deanda:

We are in receipt of the proposed arrangement for the continued lease of the building known as CMK Construction Products, Inc., in where the County has housed the Honorable Justice of the Peace Bobby Contreras. Unfortunately, the current lease terms and conditions do not permit the County to amend or modify those conditions. Therefore, we respectfully request your favorable acceptance of the current lease as it stand until its expiration of June 6, 2010.

Thereafter, Hidalgo County will seek a new short term lease to house the Hon. Justice of the Peace Bobby Contreras to the end of 2010 (or upon occupancy of the under construction Precinct No. 2 Multipurpose Center Facility). Please advise by no later than tomorrow, Friday, January 22, 2010, 5:00 p.m. Your immediate response is required for we must report a status of the situation soon to Hidalgo County Commissioners' Court.

Note of information-The previous owner, Mr. Cardenas has inform us that all utilities for the entire building have been running in estimate amount of $350-$400 (electricity and city utilities). Since the Hon. Justice of the Peace Bobby Contreras occupies a portion of the building the cost of the utilities should not run to high.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

Lone Star National Bank™

MEMBER FDIC

TO: MARTHA SALAZAR, HIDALGO COUNTY PURCHASING AGENT

FROM: DAVID DEANDA, PRESIDENT & COO

SUBJECT: LEASE AGREEMENT FOR 2812 S. BUS HWY 281, EDINBURG, TX 78539

DATE: 1/15/2010

RE: LEASE C-06-127-06-06

Contract Expires: June 7, 2010

This memo is to notify you that we will honor the current Lease Agreement between CMK Construction Products and the County of Hidalgo with these conditions:

- Monthly Lease of $1,200.00
- Lessee shall pay all utility charges uses in and about the Leased Premises until contract expires
- Lone Star National Bank will not be responsible for paying utility bills

Thank you,

David Deanda

Rocio Villarreal

From: Blanca Mayorga [blanca.mayorga@co.hidalgo.tx.us]
Sent: Tuesday, January 19, 2010 7:49 AM
To: rocio.villarreal@co.hidalgo.tx.us
Subject: FW: LSNB Memo for Lease Agreement

From: solispa@lonestarnationalbank.com
[mailto:lonestarnationalbank.SecureEmailFrom_solispa_baabbfcdaedbgabhcf@zixmessagecenter.com]
Sent: Friday, January 15, 2010 5:05 PM
To: blanca.mayorga@co.hidalgo.tx.us
Subject: LSNB Memo for Lease Agreement

You have a Lone Star National Bank Secure Email message from solispa@lonestarnationalbank.com.

To view the secure message, click here.

Do not reply to this notification message. This notification message was auto-generated by the sender's security system. To reply to the sender, please go to your secure message by clicking on the link above.

The secure message expires on Jan 23, 2010 @ 11:04 PM (GMT).

If you would like to have your secure messages delivered directly to your inbox, find out more about ZixMail.

NOTE: If your mail program does not support active links, you can view your secure message by copying and pasting the text below into the "Address" or "Location" bar of your Internet browser and press "Enter" or click "Go".

https://web1.zixmail.net/s/e?b=lonestarnationalbank&m=ABDD3oBYnD1nSN0RzWzH7CBp&c=ABDhPhZTHiyZTSpgN5WCzStm&em=blanca%2emayorga%40co%2ehidalgo%2etx%2eus

Rocio Villarreal

From: Blanca Mayorga [blanca.mayorga@co.hidalgo.tx.us]
Sent: Friday, January 08, 2010 11:56 AM
To: rocio.villarreal@co.hidalgo.tx.us
Subject: FW: Copy of Lease Contract for CMK Construction Products

From: Paulina Solis [mailto:solispa@lonestarnationalbank.com]
Sent: Friday, January 08, 2010 10:28 AM
To: Blanca Mayorga
Subject: RE: Copy of Lease Contract for CMK Construction Products

I received the contract I will discuss with Mr. Deanda and contact you.

Thank you,

Paulina Solis | VP Executive Assistant 1
520 E. Nolana Ave | McAllen, TX 78504
Phone (956) 984-2870 | Fax (956) 984-2893 | Mobile (956) 566-1268

Lone Star National Bank, The Valley's Bank. www.lonestarnational

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Equal Housing Lender | Member FDIC

From: Blanca Mayorga [mailto:blanca.mayorga@co.hidalgo.tx.us]
Sent: Friday, January 08, 2010 10:25 AM
To: Paulina Solis
Subject: FW: Copy of Lease Contract for CMK Construction Products

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 08, 2010 9:34 AM
To: blanca.mayorga@co.hidalgo.tx.us
Subject:

Martha L. Salazar, **CPPB**
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

THE STATE OF TEXAS ▒

COUNTY OF HIDALGO ▒

LEASE
C-06-127-06-06

THIS LEASE is made and entered into by and between **CMK Construction Products, LLC** a Texas Limited Liability Company, hereinafterreferred to as Lessor, and **THE COUNTY OF HIDALGO**, hereinafter referred to as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shalbe for one (1) year commencing on **June 6, 2006** ("Commencement Date") and ending on **June 6, 2007** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliatedby common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have theright and option to renew and extend the term of this Lease for three (3) additional one (1) year periods. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty(60) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor sixty (60) days written notice without cause. Upon Lessee's electing to terminate, this Lease shall cease and come to an endas if the day

of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rent in the sum of $1,200.00 per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 1510 N. Jackson Rd., Pharr, TX 78577 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty

day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs tot he foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of

Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs with sixty (60) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessor shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by lessor directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall

be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee,shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor

shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part followingsuch damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premisesshould be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense,

restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns,

encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests underthe terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
CMK Construction Products
1510 N. Jackson Rd
Pharr, TX 78577

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives,

successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right

to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with

respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the__ day of _____ 2006.

LESSOR: CMK Construction Products

By:_____
Aaron Cardenas, Owner

ATTEST:

Eddy Trevino, County Clerk

LESSEE:

Ramon Garcia, County Judge

Approved on Commissioners' Court June 6, 2006

Approved by Commissioners' Court on 6/6/06

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS

Legal Description

All of Lot1, YVONNE SUBDIVISION, an Addition to the City of Pharr, Hidalgo County Texas, according to the map recorded in Volume 10, Page 15, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

R331907

Current Owner	Legal Description	Exemptions	Appraised
CMK CONSTRUCTION PRODUCTS LLC (O761303) PO BOX 5128 MCALLEN,TX 78502-5128	YVONNE LOT 1		147,047
		Entities	Homestead Cap
		CPR, DR1, GHD, JCC, R17, SPA, SST	0

Situs Address

1510 N JACKSON RD
PHARR, TX

Sales

Date	Volume	Page	Seller Name
09/22/2005	1524055		CARDENAS, ALONZO, Jr.
05/23/1990	2917	430	BLACK, ROBERT J KATHRYN BLACK
	2554	837	Unknown

History Information

	2005	2004	2003	2002
Imp HS	-	-	-	-
Imp NHS	$106,045	$108,403	$109,581	$111,936
Land HS	-	-	-	-
Land NHS	$42,180	$42,180	$42,180	$19,508
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$148,225	$150,583	$151,761	$131,444

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
COM	SLB	CBK	PNT	SLP-CMP	TIL
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
AND	2		1991		

Improvements

Type	Description	Area	Year Built	Eff Year	Value
C	Commercial				$104,867
STR	Store	1356	1991	1991	$43,638
CAN	Canopy	450	1991	1991	$3,620
STG	Storage	2928	1996	1996	$47,113
OFF	Office	144			$4,634
ADD	Addition	72			$2,317
ASP	Asphalt	5082	1992	1992	$3,545

Land Segments

SPTB	Description	Area	Market	Ag Value
F1	Lot	10545.000F	42,180	

Improvement Sketch

HIDALGO COUNTY
"LEASE OF OFFICE SPACE FOR HIDALGO COUNTY JP PRECINCT 2 PLACE 1"
BID #: 06-127-04-127ROL

S P E C I F I C A T I O N S, TERMS & CONDITIONS

1. 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

2. Lease of office space to be located in **Pharr Texas**.

2. The proposed office building shall consist of a **minimum of 500 to maximum of 1400 sq.ft.** of available office space to house Hidalgo County JP Pct. 2 Place 1.

3. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.

4. The proposed bid premises will comply with all federal, state and local laws, ordinance and codes at the time of occupancy (examples: fire extinguisher, ADA).

5. The proposed bid premises shall meet all ADA (American Disability Act) accessibility requirements and shall be fully handicap accessible for all parking facilities provided by landlord.

6. The proposed bid premises shall have accessible handicapped bathroom facilities for both men & women.

7. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

6. Bid premises shall have electricity, water, sewer and garbage pickup. Lessor shall be responsible for electrical maintenance.

7. Bid premises shall be in good working condition and be handicap accessible to provide services. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

8. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of the awarding of the bid.

9. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder's expense. All remodeling or renovations shall be completed ninety (90) days after the date of bid award.

10. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

11. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

12. The term of the lease will be for a period of one (1) year with the County's option to renew for three (3) additional one (1) year periods. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process. During initial lease term, any renewals or extensions permitted herein, contract will be a thirty (30) day termination/cancellation clause.

13. 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 a thirty (30) day's written notice prior to cancellation/termination.

14. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.

15. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

16. The awarded bidder shall adhere to the following insurance requirements.

    A. Property insurance policy shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

    Applicable Coinsurance: 80%

17. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

18. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

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, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. ***TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.***

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN ,April 5, 2006. Responses to said inquiries will be sent to applicants via facsimile by no later than, April 7, 2006.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County JP Pct. 2 Place 1

BID OPENING DATE: April 12, 2006	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Lease of Office Space for Hidalgo County JP Pct. 2 Place 1

BID NO: 06-127-04-12ROL

BID # RFB#	NAME OF COMPANY	TOTAL SQ. FT.	TOTAL BID PRICE PER MONTH	BID PRICE PER SQ. FT.
#1	**CMK Construction Products L.L.C.**	**1,391**	**$1,200.00**	**$0.8627**
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY
"LEASE OF OFFICE SPACE FOR HIDALGO COUNTY JP PRECINCT 1 PLACE 2"
BID #: 06-127-04-12ROL

FILED AT 9:57 O'CLOCK A M
APR 12 2006
COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

BID PAGE

BID PRICE PER SQ. FT. $ ~~1.16~~ .86 RD

TOTAL MONTHLY AMOUNT: $ 1200.00 AC

TOTAL SQ. FT OF PROPOSED BUILDING: 1391

LOCATION/ADDRESS OF PROPOSED BUILDING: 1510 N Jackson Rd Pharr TX 78577

BIDDER/COMPANY NAME CMK Construction Products

ADDRESS 1510 N Jackson Rd

CITY/STATE/ZIP CODE Pharr TX 78577

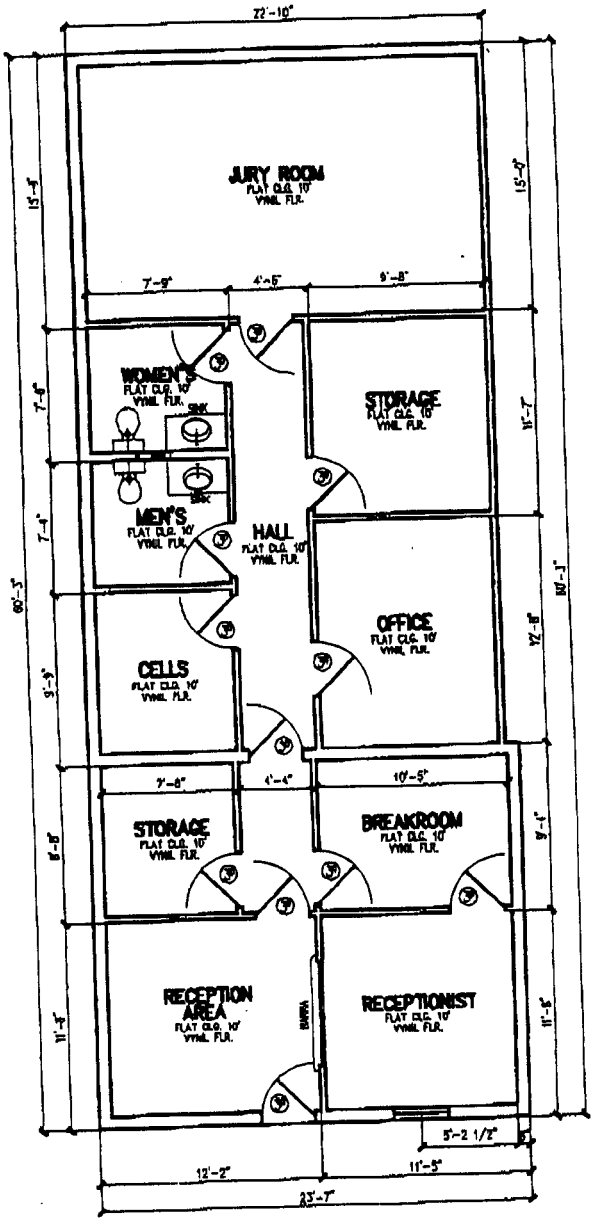
PHONE & FAX NO.'S 956 687 5755 / 956-687-5758

CELLULAR & BEEPER NO.'S 956-624-4257 / 956-453-2731

AUTHORIZED SIGNATURE

PRINTED NAME Aaron Cardenas

TITLE Owner



FLOOR PLAN

SCALE: 1/8" = 1'-0"

AREAS		
LIVING	1,391.00	SQ. FT.
TOTAL	1,391.00	SQ. FT.

SHEET TITLE: FLOOR PLAN

SHEET NO. 1 OF 1

C. SANCHEZ

C. SANCHEZ

DATE: 12-AUG-11

OFFICE
JUDGE BOBBY CONTRERAS
NORTHERN OF BLDG LOCATED IN TYDINGS SUBDIVISION LOT. 1 City of PHARR
MAP. RECORDED VOL. 10, Page 15 MAP.
RECORDED IN THE OFFICE OF THE COUNTY CLERK, HIDALGO, TEXAS.

CESAR H. SANCHEZ
DESIGN GROUP
PHARR, TEXAS, 78577 OFFICE (956) 661 5481

EXHIBIT "C"
INSURANCE
REQUIREMENTS

Client#: 1 MKCONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/05

PRODUCER
Hilb Rogal & Hobbs
121 W Pecan
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First National Insurance Company	24724
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
CMK Construction Products LLC
1510 N Jackson Road
Pharr, TX 78577

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Property	25CC08706610	08/22/05	08/22/06	$180,000-Building	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Justice of the Peace Bobby Contreras
1510 N Jackson
Pharr, TX 78577

CERTIFICATE HOLDER

Hidalgo County

100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/28/06

PRODUCER Thomas Esquivel Insurance
5814 IH 10 West
San Antonio, TX 78201
(210)572-7777

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Cardenas, Aaron DBA CMK CONSTRUCTION PRODUCTS
PO Box 5128
Mcallen, TX 78502-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Underwriters of Lloyds London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☐	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	TBD0 2606-01	07/28/06	07/28/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	100,000 10,000 5,000 100,000 100,000 100,000
B	☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C	☐	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
D	☐	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Sales of Construction Products

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/28/06

PRODUCER Thomas Esquivel Insurance
5814 IH 10 West
San Antonio, TX 78201
(210)572-7777

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Cardenas, Aaron DBA CMK CONSTRUCTION PRODUCTS
PO Box 5128
Mcallen, TX 78502-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Underwriters of Lloyds London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	TBD0 [illegible]505-01	07/28/06	07/28/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	100,000 10,000 5,000 100,000 100,000 100,000
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
D		EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Sales of Construction Products

CERTIFICATE HOLDER

Hidalgo County
100 E nano #4th Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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PURCHASING DEPARTMENT
County Of Hidalgo

May 13, 2009

Via Fax (956) 682-1172

Aaron Cardenas
CMK Construction Products
1510 N. Jackson Rd
Pharr, Texas 78577

Re: Lease of Office Space for Justice of the Peace Pct. 2, Pl 1

Dear Mr. Cardenas:

Commissioners' Court will take applicable action (Tuesday, May 19, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of June 7, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, May 16, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: Aaron Cardenas Date: 05-12-3009

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,

Rocio Villarreal
Hidalgo County Contracts Manager

Attn: 318-21689 — 956-682-1172 Purchasing — Attn: DORA

ACORD. INSURANCE BINDER

DATE (MM/DD/YY): 2/26/2009

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER — PHONE (A/C, No, Ext): 210-924-1234

ALPHA GROUP AND ASSOCIATES
PO BOX 5657
SAN ANTONIO, TEXAS 78201

CODE: SUB CODE:
AGENCY CUSTOMER ID:

COMPANY: ESSEX INSURANCE COMPANY

BINDER #: Policy#1684145

EFFECTIVE DATE: 2/26/2009 TIME: 12:01 X AM ☐ PM

EXPIRATION DATE: 2/26/2010 TIME: 12:01 X AM ☐ 12:01 AM NOON

☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN TH EABOVE NAMED COMPANY PER EXPIRING POLICY #

INSURED

Aaron Cardenas dba CMK Construction Products
PO BOX 5128
McAllen, Texas 78502

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

1510 N. Jackson, Pharr, Texas 78577

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	AMOUNT	DEDUCTIBLE	COINS %
PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☐ SPEC	COMMERCIAL PROPERTY- OFFICE BUILDING	$100,000	1%	
GENERAL LIABILITY: ☐ COMMERCIAL GENERAL LIABILITY; ☐ CLAIMS MADE ☐ OCCUR; ☐ OWNER'S & CONTRACTOR'S PROT	RETRO DATE FOR CLAIMS MADE:	GENERAL AGGREGATE		
		PRODUCTS - COMP/OP AGG		
		PERSONAL & ADV INJURY		
		EACH OCCURRENCE		$
		FIRE DAMAGE (Any one fire)		
		MED EXP (Any one person)		$
AUTOMOBILE LIABILITY: ☐ ANY AUTO; ☐ ALL OWNED AUTOS; ☐ SCHEDULED AUTOS; ☐ HIRED AUTOS; ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per Person)		
		BODILY INJURY (Per Accident)		
		PROPERTY DAMAGE		
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
AUTO PHYSICAL DAMAGE — DEDUCTIBLE: ☐ COLLISION; ☐ OTHER THAN COL:	ALL VEHICLES ☐	☐ ACTUAL CASH VALUE; ☐ STATED AMOUNT; ☐ OTHER		$
GARAGE LIABILITY: ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY: EACH ACCIDENT		$
		OTHER THAN AUTO ONLY: AGGREGATE		$
EXCESS LIABILITY: ☐ UMBRELLA FORM; ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		$
		AGGREGATE		$
		SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ STATUTORY LIMITS		
		EACH ACCIDENT		$
		DISEASE - POLICY LIMIT		$
		DISEASE - EACH EMPLOYEE		$

SPECIAL CONDITIONS/ OTHER COVERAGES

Scheduled Coverage

Hidalgo County
100 E. Cano
4th Floor
Edinburg, Texas 78539

☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE

Geraldine Hurbn

THE STATE OF TEXAS ▒

COUNTY OF HIDALGO ▒

LEASE
C-06-127-06-06

THIS LEASE is made and entered into by and between **CMK Construction Products, LLC** a Texas Limited Liability Company, hereinafterreferred to as Lessor, and **THE COUNTY OF HIDALGO**, hereinafter referred to as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shalbe for one (1) year commencing on **June 6, 2006** ("Commencement Date") and ending on **June 6, 2007** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliatedby common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have theright and option to renew and extend the term of this Lease for three (3) additional one (1) year periods. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty(60) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor sixty (60) days written notice without cause. Upon Lessee's electing to terminate, this Lease shall cease and come to an endas if the day

of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rent in the sum of $1,200.00 per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 1510 N. Jackson Rd., Pharr, TX 78577 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty

day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs tot he foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of

Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs with sixty (60) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessor shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by lessor directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall

be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee,shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor

shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part followingsuch damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premisesshould be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense,

restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that:

Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns,

encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests underthe terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
CMK Construction Products
1510 N. Jackson Rd
Pharr, TX 78577

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives,

successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right

to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with

respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the__ day of _____ 2006.

LESSOR: CMK Construction Products

By:_____
Aaron Cardenas, Owner

ATTEST:

Eddy Trevino, County Clerk

LESSEE:

Ramon Garcia, County Judge

Approved on Commissioners' Court June 6, 2006

Approved by Commissioners' Court on 6/6/06

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS

Legal Description

All of Lot1, YVONNE SUBDIVISION, an Addition to the City of Pharr, Hidalgo County Texas, according to the map recorded in Volume 10, Page 15, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

R331907

Current Owner	Legal Description	Exemptions	Appraised
CMK CONSTRUCTION PRODUCTS LLC (O761303) PO BOX 5128 MCALLEN,TX 78502-5128	YVONNE LOT 1		147,047
		Entities	Homestead Cap
		CPR, DR1, GHD, JCC, R17, SPA, SST	0

Situs Address

1510 N JACKSON RD
PHARR, TX

Sales

Date	Volume	Page	Seller Name
09/22/2005	1524055		CARDENAS, ALONZO, Jr.
05/23/1990	2917	430	BLACK, ROBERT J KATHRYN BLACK
	2554	837	Unknown

History Information

	2005	2004	2003	2002
Imp HS	-	-	-	-
Imp NHS	$106,045	$108,403	$109,581	$111,936
Land HS	-	-	-	-
Land NHS	$42,180	$42,180	$42,180	$19,508
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$148,225	$150,583	$151,761	$131,444

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
COM	SLB	CBK	PNT	SLP-CMP	TIL
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
AND	2		1991		

Improvements

Type	Description	Area	Year Built	Eff Year	Value
C	Commercial				$104,867
STR	Store	1356	1991	1991	$43,638
CAN	Canopy	450	1991	1991	$3,620
STG	Storage	2928	1996	1996	$47,113
OFF	Office	144			$4,634
ADD	Addition	72			$2,317
ASP	Asphalt	5082	1992	1992	$3,545

Land Segments

SPTB	Description	Area	Market	Ag Value
F1	Lot	10545.000F	42,180	

Improvement Sketch

HIDALGO COUNTY
"LEASE OF OFFICE SPACE FOR HIDALGO COUNTY JP PRECINCT 2 PLACE 1"
BID #: 06-127-04-127ROL

S P E C I F I C A T I O N S, TERMS & CONDITIONS

1. 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

2. Lease of office space to be located in **Pharr Texas**.

2. The proposed office building shall consist of a **minimum of 500 to maximum of 1400 sq.ft.** of available office space to house Hidalgo County JP Pct. 2 Place 1.

3. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.

4. The proposed bid premises will comply with all federal, state and local laws, ordinance and codes at the time of occupancy (examples: fire extinguisher, ADA).

5. The proposed bid premises shall meet all ADA (American Disability Act) accessibility requirements and shall be fully handicap accessible for all parking facilities provided by landlord.

6. The proposed bid premises shall have accessible handicapped bathroom facilities for both men & women.

7. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

6. Bid premises shall have electricity, water, sewer and garbage pickup. Lessor shall be responsible for electrical maintenance.

7. Bid premises shall be in good working condition and be handicap accessible to provide services. The bid premises shall have adequate air conditioning & heating available. Maintenance of air conditioning & heating shall be the responsibility of the Lessor.

8. An existing building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of the awarding of the bid.

9. If any renovations to the building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the bidder and at the bidder's expense. All remodeling or renovations shall be completed ninety (90) days after the date of bid award.

10. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package.

11. Hidalgo County reserves the right to reject all bids if it is in the best interest of the County.

12. The term of the lease will be for a period of one (1) year with the County's option to renew for three (3) additional one (1) year periods. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process. During initial lease term, any renewals or extensions permitted herein, contract will be a thirty (30) day termination/cancellation clause.

13. 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 a thirty (30) day's written notice prior to cancellation/termination.

14. The bidder who will be awarded the contract will ensure that the facilities (toilets, water faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract terms.

15. Any and all repairs will be done on a timely manner as prioritized by Hidalgo County.

16. The awarded bidder shall adhere to the following insurance requirements.

    A. Property insurance policy shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

    Applicable Coinsurance: 80%

17. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.

18. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

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, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. ***TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.***

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN ,April 5, 2006. Responses to said inquiries will be sent to applicants via facsimile by no later than, April 7, 2006.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County JP Pct. 2 Place 1

BID OPENING DATE: April 12, 2006	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Lease of Office Space for Hidalgo County JP Pct. 2 Place 1

BID NO: 06-127-04-12ROL

BID # RFB#	NAME OF COMPANY	TOTAL SQ. FT.	TOTAL BID PRICE PER MONTH	BID PRICE PER SQ. FT.
#1	**CMK Construction Products L.L.C.**	**1,391**	**$1,200.00**	**$0.8627**
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY
"LEASE OF OFFICE SPACE FOR HIDALGO COUNTY JP PRECINCT 1 PLACE 2"
BID #: 06-127-04-12ROL

FILED AT 9:57 O'CLOCK A M
APR 12 2006
COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

BID PAGE

BID PRICE PER SQ. FT. $ ~~1.16~~ .86 RD

TOTAL MONTHLY AMOUNT: $ 1200.00 AC

TOTAL SQ. FT OF PROPOSED BUILDING: 1391

LOCATION/ADDRESS OF PROPOSED BUILDING: 1510 N Jackson Rd Pharr TX 78577

BIDDER/COMPANY NAME CMK Construction Products

ADDRESS 1510 N Jackson Rd

CITY/STATE/ZIP CODE Pharr TX 78577

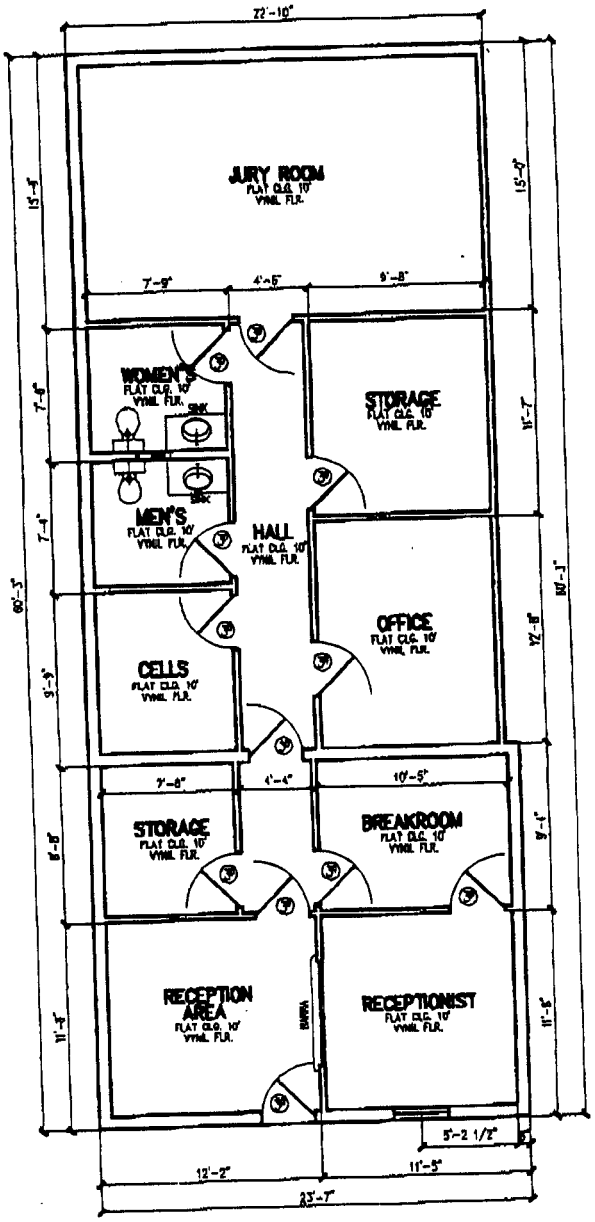
PHONE & FAX NO.'S 956 687 5755 / 956-687-5758

CELLULAR & BEEPER NO.'S 956-624-4257 / 956-453-2731

AUTHORIZED SIGNATURE

PRINTED NAME Aaron Cardenas

TITLE Owner



FLOOR PLAN

SCALE: 1/8" = 1'-0"

AREAS		
LIVING	1,391.00	SQ. FT.
TOTAL	1,391.00	SQ. FT.

SHEET TITLE: FLOOR PLAN

SHEET NO. 1 OF 1

C. SANCHEZ

C. SANCHEZ

DATE: 12-AUG-11

OFFICE
JUDGE BOBBY CONTRERAS
NORTHERN OF BLDG LOCATED IN TYDINGS SUBDIVISION LOT. 1 City of PHARR
MAP. RECORDED VOL. 10, Page 15 MAP.
RECORDED IN THE OFFICE OF THE COUNTY CLERK, HIDALGO, TEXAS.

CESAR H. SANCHEZ
DESIGN GROUP
PHARR, TEXAS, 78577 OFFICE (956) 661 5481

EXHIBIT "C"
INSURANCE
REQUIREMENTS

Client#: 1 MKCONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/05

PRODUCER
Hilb Rogal & Hobbs
121 W Pecan
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First National Insurance Company	24724
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
CMK Construction Products LLC
1510 N Jackson Road
Pharr, TX 78577

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Property	25CC08706610	08/22/05	08/22/06	$180,000-Building	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Justice of the Peace Bobby Contreras
1510 N Jackson
Pharr, TX 78577

CERTIFICATE HOLDER

Hidalgo County

100 E Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/28/06

PRODUCER Thomas Esquivel Insurance
5814 IH 10 West
San Antonio, TX 78201
(210)572-7777

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Cardenas, Aaron DBA CMK CONSTRUCTION PRODUCTS
PO Box 5128
Mcallen, TX 78502-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Underwriters of Lloyds London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☐	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	TBD0 2606-01	07/28/06	07/28/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	100,000 10,000 5,000 100,000 100,000 100,000
B	☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C	☐	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
D	☐	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Sales of Construction Products

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 07/28/06

PRODUCER Thomas Esquivel Insurance
5814 IH 10 West
San Antonio, TX 78201
(210)572-7777

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INSURED Cardenas, Aaron DBA CMK CONSTRUCTION PRODUCTS
PO Box 5128
Mcallen, TX 78502-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Underwriters of Lloyds London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	TBD0 [illegible]505-01	07/28/06	07/28/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	100,000 10,000 5,000 100,000 100,000 100,000
B		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
D		EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Sales of Construction Products

CERTIFICATE HOLDER

Hidalgo County
100 E nano #4th Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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AI-19542 **18.B.1.**

Requesting approval of Work Authorization No. 2 with L&G Engineering for La Homa Rd

CC REGULAR

Date:	01/26/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 (with a estimated cost of $454,244.56) for "La Homa Road Project" with L&G Engineering, to provide engineer services to Hidalgo County Precinct No. 3. C-08-031-02-12

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-123-045-0-711

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

BUDGETARY IMPACT:

Refer to AI - 19578 transfer of $99,016.16 (1/26/10 CC).

FISCAL YEAR: 2010 **ACCT. #:** 0-1334-431-00-123-045-0-711

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

BUDGETARY IMPACT:

Refer to AI - 19576 transfer of $134,180.28 (1/26/10 CC).

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-045-0-711

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

BUDGETARY IMPACT:

Refer to AI - 19577 transfer of $221,048.12 (1/26/10 CC).

Attachments

Link: WA#2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2010 01:38 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 02:08 PM	APRV

3	Perla Lopez	Perla Lopez	01/22/2010 02:55 PM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Rocio Villarreal

Started On: 01/20/2010 03:52 PM

Final Approval Date: 01/22/2010

HIDALGO COUNTY

Professional Engineering Services

Contract # C-08-031-02-12

Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of the Right-of-Way Map and Coordinate the Management for the Compensable Utility Adjustments for the construction of La Homa Road from SH 495 (Mile 1) to FM 1924 (Mile 3).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $454,244.56. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D"*.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.2 shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization as identified in *EXHIBIT "C" - Work Schedule*.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precint #3, Commissioner Joe Flores as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2009.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Rene Ramirez, County Judge

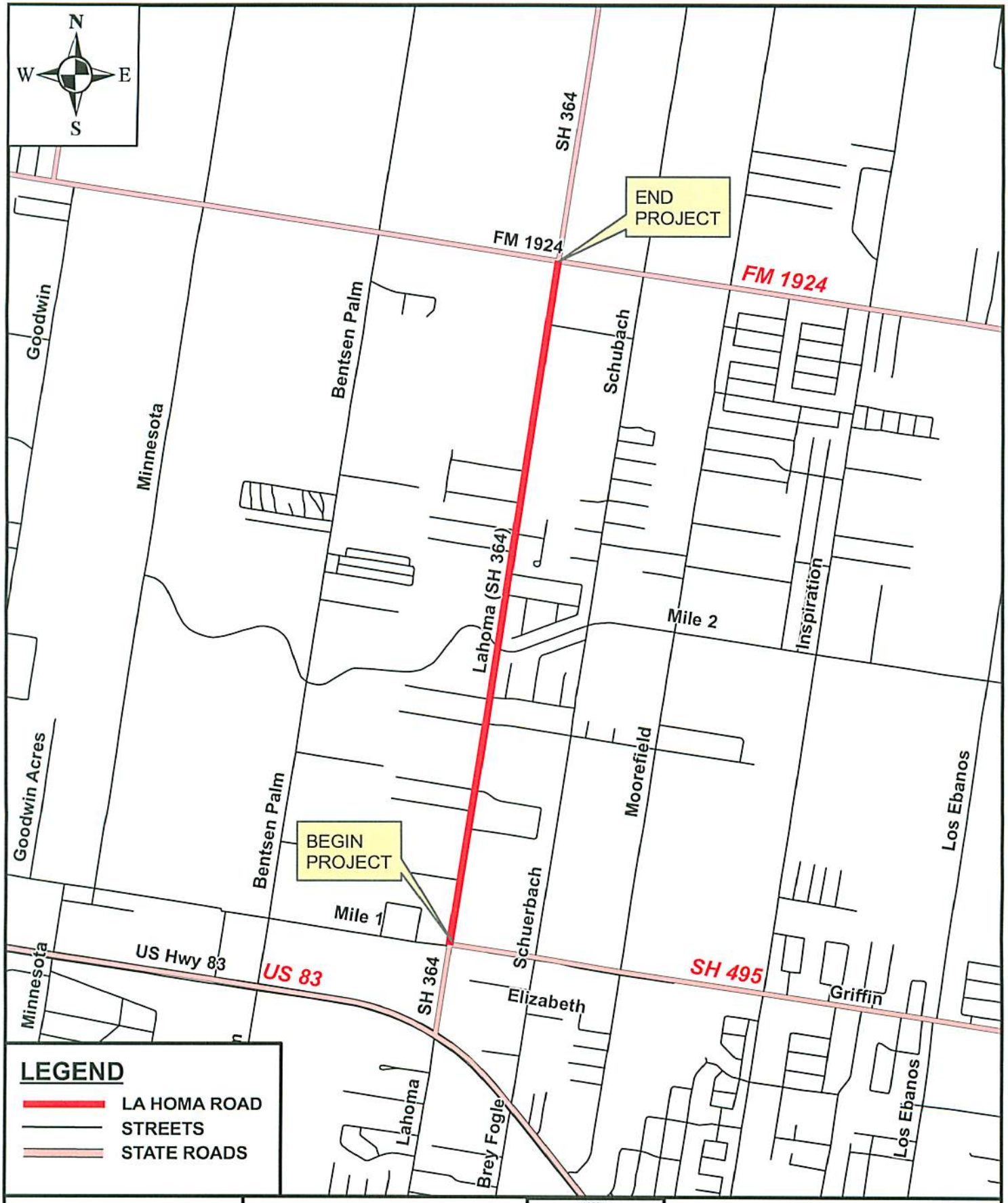
ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Cost Proposal



G:\EA MAPS\LA HOMA RD

11-10-08

EXHIBIT "A"

Services to be provided by the Hidalgo County Precinct #3

1. Hidalgo County Precinct #3 will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The Hidalgo County Precinct #3 will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

3. Hidalgo County Precinct #3 will process all acceptable requests for payment in a timely manner.

4. Hidalgo County Precinct #3 will coordinate with its Right-of-Way (ROW) Department for the acquisition of the needed ROW and any relocations as identified on the delivered ROW map.

5. Hidalgo County Precinct #3 will be responsible for the costs associated with the compensable utilities and all ROW costs.

EXHIBIT "B"

Services to be provided by the Engineer

PROJECT LIMITS:
La Homa Road: From SH 495 (Mile 1) to FM 1924 (Mile 3)

GENERAL SCOPE OF WORK:

The work to be performed by the Engineer under this Work Authorization No. 2 shall consist of providing Engineering Services required for the preparation of ROW Mapping and Surveying for LA HOMA from Mile 1 to Mile 3.

The **Engineer** will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified in Exhibit A, "Services to be Provided by the State".

GENERAL SCOPE OF WORK:

The Scope of Work for this Work Authorization will be identified as follows:

- ***FC130 ~ Existing Right-of-Way Determination***
- ***FC164 ~ Contract Management***
- ***FC 610 ~ Utility Adjustment Coordination***

FC 130 ~ PRELIMINARY ROW DETERMINATION
(SERVICES TO BE PROVIDED BY JAVIER HINOJOSA ENGINEERING)

Services Provided By: Surveyor	Engineer	
		NOTE: No work involving right-of-way (ROW) data is to be performed until the state has given the engineer written approval of the final location of the proposed ROW lines.
YES		1. Ownership Data in a .dgn file a. Ownership Information shall be determined (Preliminary Title Data) for a distance of 3/4 miles before and after each existing or proposed overpass. b. Compensable utility ownership rights on TxDOT ROW shall be researched and provided. c. For each drainage outfall property preliminary ROW identification will be shown. d. For each irrigation structure pipe. e. Mailing list of owners on both side of the expressway for the project limits.

YES

2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES

3. Utility Adjustments
   a. Highway Design Data shall be furnished by the Engineer to the County and TxDOT for joint coordination with Utility Companies of the needed Utility Adjustments.

YES

4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map (metric and english units)
   b. Control of Access Descriptions for all parcels on Designated Controlled Access Highways.
   c. Computation Sheets for Survey Closure and Area for Each Parcel.
   d. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES

5. Survey and Stake Right-of-Way

YES

6. Records as Required by the County and TxDOT
   a. Records used to establish ownership

YES

7. General Guidelines for Preparation of Right-of-Way Maps
   a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the State's Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.
   b. The **Engineer** shall be responsible for completing the title sheet as required and formatted by TxDOT and as discussed in Book II of the Right of Way Manual.
   c. Preliminary and completed work shall be submitted as requested by the district.
   d. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the district's design staff, through the district engineer, throughout the project.
   e. (1) Minimum mathematical calculations relative to field note data are: (a) area of taking, if expressed in metric, will be carried to three decimal places or, if expressed in square feet, will be rounded to the square foot, (b) distances will be given to the nearest metric units and hundredth of a foot and (c) bearings will be carried to the nearest

second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by TxDOT.

(2) Calls within the body of the field notes shall be written to identify property lines and the existing and proposed ROW lines.

f. Project base line is to be drawn and stationed on the ROW map.

g. Minimum size lettering is to be 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by TxDOT.

h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.

i. Zip-a-tone or similar products shall not be used on map sheets.

j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Land Surveyor.

k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by TxDOT.

l. Field note data for all parcels shall be furnished on diskettes or tapes that are compatible with TxDOT.

m. THE SURVEYOR SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.

n. TxDOT Plan Checklist will be adhered to.

FC 164 – CONTRACT MANAGEMENT

(SERVICES TO BE PROVIDED BY L&G ENGINEERING)

The Engineer will be required to meet with designated Hidalgo County representatives on a regularly scheduled basis to report on progress. A typewritten progress report will be required, together with evidence of the work accomplished during the period since the previous report. A bar chart indicating the percentage of completion of each task shown on Attachment "C" will also be required. Formal progress reports with bar charts will be required on a monthly basis.

The Engineer will establish a separate cost accounting system for each control-section-job (C-S-J) number to properly allocate all labor and expenses incurred. The Engineer shall invoice monthly according to Function Code breakdowns.

L&G will coordinate on a monthly basis with the County Right-of-Way Department to keep track of the Right-of-Way Acquisition so that project stays on schedule.

FC 610 – UTILITY ADJUSTMENT COORDINATION

(SERVICES TO BE PROVIDED BY L&G ENGINEERING)

1) Utility Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Utility Coordination Provider will visit project site with County personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial utility owner contact list for use by the County in distribution of Utility Coordination Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Utility Coordination Provider's project administrative office, but documents generated or received by the Utility Coordination Provider will be forwarded to the County office as they are generated or received by the Utility Coordination Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with utility owners.

2) Utilities

a) Determine the ownership of the existing utilities on the subject project.

b) Contact the utility owners and locate (horizontally and vertically) existing utilities on the ground.

c) Evaluate utility conflicts with proposed construction. Prepare and submit drawings to the County Utility Companies and copies to TxDOT, for required utility adjustment. The following information will be submitted for each required utility adjustment.

d) i) A reproducible drawing 8-1/2" x 11", 11" x 17", or 22" x 34" (as appropriate) for each utility adjustment

e) ii) Drawing will include the following:

f) a) Existing and/or proposed ROW lines.

b) Existing and/or proposed roadways.

c) Proposed drainage structure

d) Existing underground utility in plan and profile.

e) Owner of utility

f) Benchmark

iii) Provide copies to County/TxDOT of correspondence with utility companies and County. If initial contact was made by phone, provide name of company and representative's name and phone number.

iiii) Prepare a detailed list to County/TxDOT of all conflicts with existing utilities during the drainage structure design phase. List must include the following:

a) Highway station number
b) Name of utility company and type of facility.
c) Proposed highway facility- the conflict with: storm sewer, roadway, etc.

iiiii) The Engineer will be responsible for notifying all utility owners, early in the design phase, regarding any utility adjustments

3) Contract Management

The Engineer will be required to meet with designated County/TxDOT representatives on a regularly scheduled basis to report on progress. A typewritten report will be required together with evidence of the work accomplished during the period since the previous report.

PROJECT: La Homa Road
CLIENT: Hidalgo County

Exhibit C
WORK SCHEDULE

11/30/2009

TASK AND DESCRIPTION	2009	2010		
	DEC	JAN	FEB	MAR
ROW Mapping				
Final ROW Map, Parcel Sketches and Field Notes				

Exhibit D

La Homa Road Project
Cost Proposal

L&G Engineering

		La Homa Road Project	MANHOURS Project Manager	Sr. Project Engineer	Engineering Technician	CADD Tech	Project Administrator	Clerical	Total
TASK									
	FC 130	PRELIMINARY ROW DETERMINATION							
		Provide Surveyor with the needed computer files and hard copies of ROW needed	8	20	20			12	60
		Review Parcel plats & ROW Map	16	8				4	28
		Review Field Notes	16	16				8	40
		Provide Guidance as to where to Survey and Stake Right-of-Way	6	6				2	14
		Coordinate with Pct #3 and TxDOT	40	40				4	84
		Review General Guidelines for Preparation of Right-of-Way Maps	8	8				2	18
	FC 164	CONTRACT MANAGEMENT							
		Monthly Project Mtgs for Administration	48	48				24	120
	FC 610	UTILITY ADJUSTMENT COORDINATION							
		Utility Project Coordination	173	600		240		240	1253
		Subtotal	**315**	**746**	**20**	**240**	**0**	**296**	**1617**
Labor Hours			**315**	**746**	**20**	**240**	**0**	**296**	**1617**
Contract Rates			$ 209.08	$ 193.82	$ 104.54	$ 79.45	$ 137.99	$ 81.54	
Total L&G Labor Costs			**$ 65,860.20**	**$ 144,589.72**	**$ 2,090.80**	**$ 19,068.00**	**$ -**	**$ 24,135.84**	**$ 255,744.56**

Total Right-of-Way Map Costs (Javier Hinojosa)	**$ 195,000.00**
Mileage	**$ 1,500.00**
Reproduction Costs	**$ 2,000.00**
L&G Engineering Total Cost	**$ 454,244.56**

EXHIBIT D "COST PROPOSAL"
WITH REVISED PROJECT FACT SHEET FOR LA HOMA ROAD PROJECT #2 (As per Location Map)

ROADWAY PROJECT:	SH 364 (La Homa) PROJECT 2
LIMITS:	SH 495 (Mile 1) to FM 1924 (Mile 3)
EXISTING ROADWAY SECTION:	variable 20' - 22' - Rural
EXISTING ROW WIDTH:	50-80 Varies
PROPOSED ROADWAY SECTION:	4-lane urban (64' f-f)
PROPOSED ROW WIDTH:	80-ft
ESTIMATED CONSTRUCTION COST	$7,875,000.00
LENGTH:	2.25 Miles

ESTIMATED PROJECT COSTS	*STATE*	*LOCAL*
ROADWAY CONSTRUCTION COST	$7,875,000.00	$ -
Construction Cost		
PHASE I - PLANNING& DESIGN		
Schematic		$ 157,500.00
Field Surveys for Schematic		$ 36,000.00
Environmental Assessment (includes Historical and Archival)		$ 75,000.00
Public Involvement for County (I public meeting and I public hearing)		$ 25,000.00
Field Surveys for Design and Construction		$ 50,000.00
PS&E Development (8% of Const)		$ 630,000.00
Signal Design		$ 60,000.00
PHASE II - RIGHT OF WAY COSTS		
Compensible Utilities, Management Oversight	$ -	$ 259,244.56
ROW Map		$ 195,000.00
**Roadway Right-of-Way Costs - (8.65 acres @ $3.0/sq ft)		$ 1,130,382.00
6 Relocated Homes/Businesses		$ 175,000.00
Roadway Right-of-Way Costs - Acq.Services @ (est. 80 Parcels @ $12,000/Parcel Avg.)		$ -
2900 lf of 24" irrg line PVC @$50/lf		$ 145,000.00
AEP tension pole adjustment		$ 241,195.00
PHASE III - CONSTRUCTION		
TxDOT Construction Inspection (11%)	$ 866,250.00	
L&G Construction Management		$ 36,000.00
SUB-TOTAL	**$ 8,741,250.00**	**$ 3,215,321.56**
TOTAL CONSTRUCTION COST		**$ 11,956,571.56**

**** ASSUMING COUNTY STAFF WILL ACQUIRE THE ROW**

L&G Engineering Proposed Engineering Fee and County expenses for project Per Phases

SH 364 (La Homa) PROJECT 2

Phase I	**FY 08**	$ 1,033,500.00
Phase II	**FY 09**	$ 454,244.56
Phase II	**FY 10**	$ 1,691,577.00
Phase III	**FY 10**	$ 36,000.00
TOTAL		$ 3,215,321.56

State Estimated Cost

Local Estimated Cost

Total Project Estimated Cost

AI-19545 **18.B.2.**

Requesting Appoval of Change Directive No. 6;Change Order No. 1;Payment Application No. 10 from G.A.S. Enterprises, Inc

CC REGULAR

Date:	01/26/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Requesting approval of Change Directive No. 6 in connection with the "Construction of the Meeting Hall/Pavilion for Precinct No. 3" from contracted vendor, G.A.S. Enterprises, Inc., and as recommended by project architect, Alcocer Garcia Associates with authority for County Judge or Court member to execute document.

b. Requesting approval of Change Order No. 1 (increase) in the amount of $6,000.00 and an extension of thirty (30) days for the "Construction of Meeting Hall/Pavilion for Precinct No. 3" from contracted vendor, G.A.S. enterprises, Inc., and as recommended by project architect, Alcocer Garcia Associates with authority for County Judge or Court Member to execute document.

c. Acceptance and approval of request for payment for Application No. 10 in the amount of $20,332.76 from G.A.S. Enterprises, Inc. contracted vendor for, "Construction of Meeting Hall/Pavilion for Precinct No. 3" and as certified for payment by project architect, Alcocer Garcia Associates Design Consulting-C-08-406-01-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1213-451-22-123-068-0-720

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

BUDGETARY IMPACT:

For B: Refer to AI - 19562 appropriation in the amount of $8,418.68 (1/26/10 CC).

FISCAL YEAR: 2010 **ACCT. #:** 0-1302-451-22-123-068-0-720

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

BUDGETARY IMPACT:

For A: Proposed Change Directive will have no Budgetary Impact on P.O. #617510 as originally proposed.

For C: Available funds in P.O. #617510 as of 1/21/10 is $21,402.90; pending 2009 P.O. carryover.

Attachments

Link: Change Directive No. 6

Link: Change Order No. 1

Link: Payment No. 10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2010 08:11 AM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 08:20 AM	APRV
3	Perla Lopez	Perla Lopez	01/22/2010 11:13 AM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/20/2010 04:17 PM

Final Approval Date: 01/22/2010

CONSTRUCTION CHANGE DIRECTIVE

PROJECT: Meeting Hall/Pavilion
Precinct 3
Hidalgo County, Texas

DIRECTIVE NUMBER: **SIX**

DATE: January 18, 2010

ARCHITECT'S PROJECT NO. ---

CONTRACT FOR: General Construction

TO CONTRACTOR:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

You are hereby directed to make the following change in the Contract:

Extra Work Items	Costs
Charge project for testing services by L&G Engineering....	$ 1,659.35
Install passage latch hardware at 4 doors.	400.00
Install transition ramp at Constable's entry door.	111.85
Total.....	$ 2,171.20
Less credit for grates deleted at sidewalks.....	<660.00>
Net additions.....	$ 1,511.20

Copies of testing invoices and Contractor's Cost Proposals attached

Proposed Adjustments to Construction Contract to Apply to Above Additions

Reduce Plumbing Contingency Allowance by ..... $ 511.20 Allowance Balance after this CCD.. .$ 0.00
Reduce Betterment Allowance by ..... $ 1,000.00 Allowance Balance after this CCD...$ 0.00
Total reductions.....$ 1,511.20

No change in Construction Contract amount.
Construction Contract Time Extension: -0 - days

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Architect:
Alcocer Garcia Associates
1333 East Jasmine
McAllen, Texas 78501

By: George A Garcia

Title: ARCHITECT

Date: 1-19-10

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

LIC. EXPIRES 8-31-10

Owner:
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539

By: _____

Title: _____

Date: _____

General Contractor:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, TX 78543

By: _____

Title: PRESIDENT

Date: 1/20/10

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

INVOICE

Invoice Date: 10/26/2009
Invoice No: 09-10-000014

Client Address: GAS Enterprises
Rene Salinas
P.O. Box 309

Elsa, TX. 78543

Account No.: L256
Project No: L256901
Project Desc.: Meeting Hall Pavilion

Due Date: UPON RECEIPT
Billed to Date: $8,727.95

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R043-28	08/27/2009	1.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$12.00
R043-28	08/27/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R043-28	08/27/2009	1.00	950:95060 - Administrative / Clerical	10%	$3.95	$3.95
R043-28	08/27/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
					Report Number R043-28 for a Subtotal of:	$43.45
R044-28	09/01/2009	1.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$12.00
R044-28	09/01/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R044-28	09/01/2009	1.00	950:95060 - Administrative / Clerical	10%	$3.95	$3.95
R044-28	09/01/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
					Report Number R044-28 for a Subtotal of:	$43.45
R045-28	09/02/2009	1.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$12.00
R045-28	09/02/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R045-28	09/02/2009	1.00	950:95060 - Administrative / Clerical	10%	$3.95	$3.95
R045-28	09/02/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
					Report Number R045-28 for a Subtotal of:	$43.45
R046	10/02/2009	5.00	910:91011 - Field Density (Nuclear Method)	Each	$18.00	$90.00
R046	10/02/2009	2.00	940:94048 - Eng. Tech. (Soils / SP.)	Hour	$36.00	$72.00
R046	10/02/2009	60.00	950:95068 - Vehicle Trip Charge	Mile	$0.50	$30.00

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L & G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE
Invoice Date: 10/26/2009
Invoice No: 09-10-000014

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Invoice Detail by Report

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R046	10/02/2009	1.00	950:95060 - Administrative / Clerical	10%	$20.80	$20.80
R046	10/02/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
					Report Number R046 for a Subtotal of:	$228.80
					Total for this Invoice:	$359.15

V #8408
11/19

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

INVOICE

Invoice Date: 11/20/2009
Invoice No: 09-11-000013

Client Address: GAS Enterprises
Rene Salinas
P.O. Box 309

Elsa, TX. 78543

Account No.: L256
Project No: L256901
Project Desc.: Meeting Hall Pavilion

Due Date: UPON RECEIPT
Billed to Date: $10,028.15

Invoice Detail by Report

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R043-56	08/27/2009	1.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$12.00
R043-56	08/27/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R043-56	08/27/2009	1.00	950:95060 - Administrative / Clerical	10%	$3.95	$3.95
R043-56	08/27/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R043-56 for a Subtotal of:		$43.45
R044-56	09/01/2009	1.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$12.00
R044-56	09/01/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R044-56	09/01/2009	1.00	950:95060 - Administrative / Clerical	10%	$3.95	$3.95
R044-56	09/01/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R044-56 for a Subtotal of:		$43.45
R045-56	09/02/2009	1.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$12.00	$12.00
R045-56	09/02/2009	0.25	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$46.00	$11.50
R045-56	09/02/2009	1.00	950:95060 - Administrative / Clerical	10%	$3.95	$3.95
R045-56	09/02/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R045-56 for a Subtotal of:		$43.45
R047	10/30/2009	8.00	930:93040 - Asphalt Coring	Each	$35.00	$280.00
R047	10/30/2009	4.00	930:93043 - Asphalt Specimen Specific Gravity (each)	Each	$30.00	$120.00
R047	10/30/2009	3.00	940:94052 - Eng. Tech. (Asphalt)	Hour	$46.00	$138.00

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 11/20/2009
Invoice No: 09-11-000013

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Invoice Detail by Report

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R047	10/30/2009	68.00	950:95058 - Vehicle Trip Charge	Mile	$0.50	$34.00
R047	10/30/2009	1.00	950:95060 - Administrative / Clerical	10%	$58.80	$58.80
R047	10/30/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R047 for a Subtotal of:		$646.80
R048	10/30/2009	3.00	930:93045 - Asphalt Density Nuclear	Each	$30.00	$90.00
R048	10/30/2009	1.75	940:94052 - Eng. Tech. (Asphalt)	Hour	$46.00	$80.50
R048	10/30/2009	1.00	950:95060 - Administrative / Clerical	10%	$18.65	$18.65
R048	10/30/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R048 for a Subtotal of:		$205.15
R049	10/30/2009	1.00	930:93039 - Extraction, Grad., Asph. Content	Each	$150.00	$150.00
R049	10/30/2009	1.00	930:93042 - Asphalt Maximum Theoretical S.P.G.	Each	$70.00	$70.00
R049	10/30/2009	1.00	930:93043 - Asphalt Specimen Specific Gravity (each)	Each	$30.00	$30.00
R049	10/30/2009	0.50	940:94045 - Eng. Tech. (Asphalt / Lab)	Each	$46.00	$23.00
R049	10/30/2009	1.00	950:95060 - Administrative / Clerical	10%	$28.90	$28.90
R049	10/30/2009	1.00	950:95061 - Test Report	Each	$16.00	$16.00
				Report Number R049 for a Subtotal of:		$317.90
				Total for this Invoice:		$1,300.20

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

PROPOSAL/CONTRACT

G.A.S. ENTERPRISES, INC.
GENERAL CONTRACTOR
P.O. BOX 309
Elsa, Texas 78543
Phone (956) 262-7106
Fax (956) 262-7107

PROPOSAL SUBMITTED TO:	AGADC Attn: George Garcia	DATE: 11/15/10
STREET:	1333 E. Jasmine	JOB NAME: Meeting Hall/Pavilion
CITY, STATE AND ZIP:	McAllen, Texas 78501	JOB LOCATION: Precinct No. 3

We hereby submit specifications and estimates for:

The following cost proposals for items as listed on your Memo dated 12/14/09:

• Final Cost for Testing (Invoices Attached)	$1659.35
• Cost Proposal for Extra Door Hardware	$400.00
• Cost proposal for ramp at Constable's Entrance Door	$111.85
• Credit for Sidewalk Grates not done	-$660.00
Total Cost	$1511.20

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

One Thousand Five Hundred Eleven and 20/100----------dollars ($1,511.20)

Payment to be made as follows:

Upon Completion

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

CHANGE ORDER

PROJECT : Meeting Hall & Pavilion
Breyfogle Rd.
Pct. 3, Hidalgo County, Texas

CHANGE ORDER NUMBER: **ONE**

OWNER: County of Hidalgo, Texas

DATE PREPARED: January 14, 2010

TO CONTRACTOR: G.A.S. Enterprises, Inc.
635 W. Edinburg Ave.
Elsa, TX 78543

CONTRACT FOR: General Construction

The Construction Contract is hereby changed as follows:

Provide labor and materials to add partition and make related changes as noted on attached drawing. Copy of Contractor's cost proposal attached.

The original Contract Sum was	$ 1,154,824.00
The change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 1,154,824.00
The Contract Sum will be **increased** by this Change Order in the amount of	$ 6,000.00
The Contract Sum including this Change Order is	$ 1,160,824.00

The Contract Time will be: Extended 30 calendar days.

ARCHITECT	**CONTRACTOR**	**OWNER**
AGA, INC.	G.A.S. Enterprises, Inc.	County of Hidalgo, Texas
1333 E. Jasmine Ave.	635 W. Edinburg Ave	100 E. Cano
McAllen TX 78501	Elsa, TX 78543	Edinburg, TX 78539
By: George A Garcia	By:	By:
Title: ARCHITECT	Title: PRESIDENT	Title:
Date: 1-14-10	Date: 1/14/10	Date:

:

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

Lic. expiration date:8-31-10

1213-451-22-123.068-0720

PROPOSAL/CONTRACT

G.A.S. ENTERPRISES, INC.
GENERAL CONTRACTOR
P.O. BOX 309
Elsa, Texas 78543
Phone (956) 262-7106
Fax (956) 262-7107

PROPOSAL SUBMITTED TO:	AGADC Attn: George Garcia	DATE: 1/4/10
STREET:	1333 E. Jasmine	JOB NAME: Meeting Hall/Pavilion
CITY, STATE AND ZIP:	McAllen, Texas 78501	JOB LOCATION: Precinct No. 3

We hereby submit specifications and estimates for:

All material and labor for the following proposed changes to Constable's Office:

New 3070 S.C. wood door, Re-locate existing door, provide new door frame, new drywall partition with sound insulation match existing finish, rework existing base cabinet and sink, provide end panel to sink module, provide new GFI wall receptacle above counter top, provide wood filler panel as required, adjust light fixture and A/C diffuser as needed, $500.00 insurance extension cost, (See Attached Bill).

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Six Thousand and No/100---------- dollars ($6,000.00)

Payment to be made as follows:

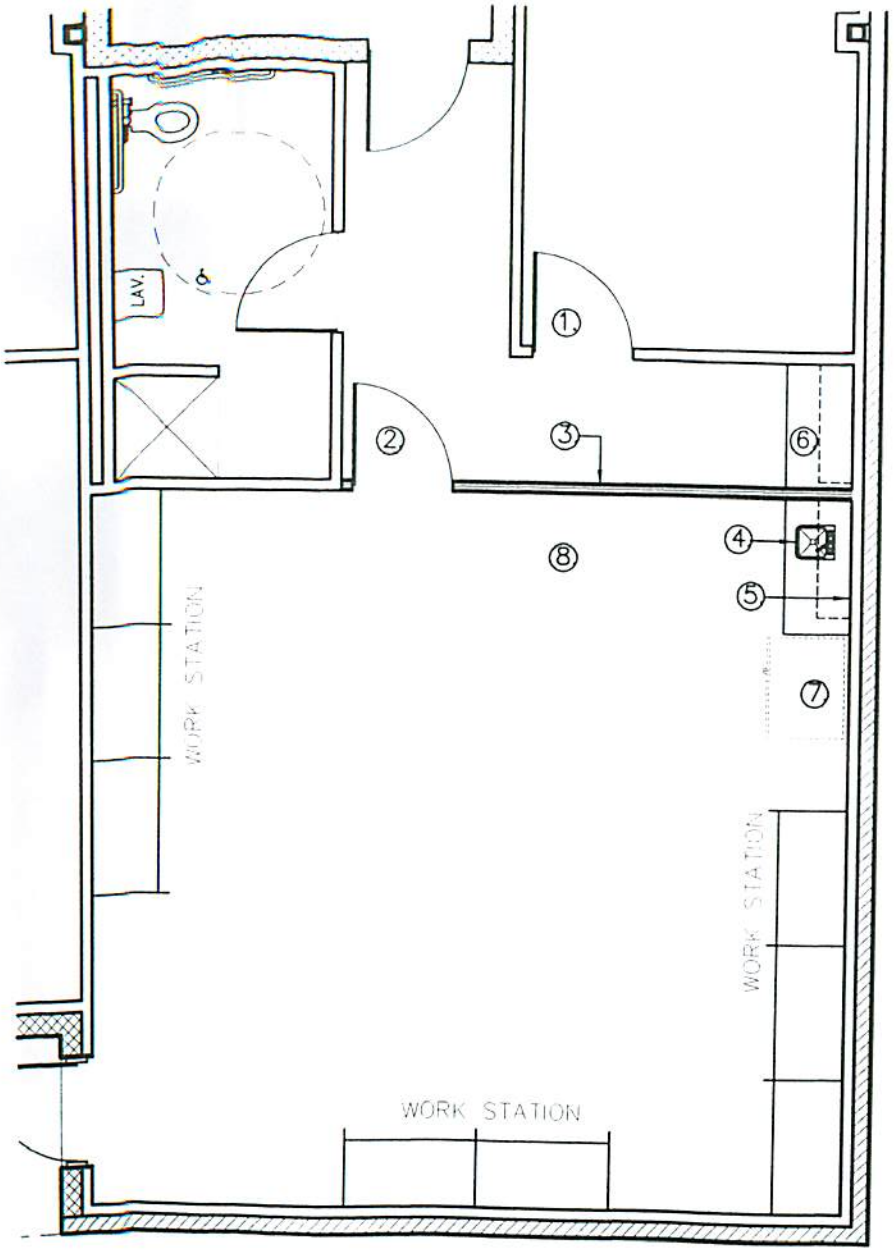
Upon Completion

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____



"EXHIBIT A"

GENERAL REMODEL NOTES

① NEW 3070 S.C. WOOD DOOR. RE-USE EXISTING DOOR FRAME

② RE-LOCATE EXISTING DOOR. PROVIDE NEW DOOR FRAME. ANCHOR AS REQUIRED

③ NEW DRYWALL PARTITION WITH SOUND INSULATION. RUN FULL HEIGHT TO BOTTOM OF EXISTING CEILING, SECURE AS REQUIRED. MATCH EXISTING FINISHES.

④ REWORK EXISTING BASE CABINET AND SINK. PROVIDE END PANEL TO SINK MODULE.

⑤ PROVIDE NEW 'GFI' WALL RECEPTACLE ABOVE COUNTER TOP.

⑥ PROVIDE WOOD FILLER PANEL AS REQUIRED.

⑦ REFRIGERATOR BY OWNER

⑧ ADJUST LIGHT FIXTURE AND A/C DIFFUSER AS NEEDED.

PROPOSED CHANGES TO CONSTABLE'S OFFICE DECEMBER 28, 2009

REGISTERED ARCHITECT
GEORGE A GARCIA
5476
STATE OF TEXAS

1-13-10

LIC. EXPIRES 8-31-10

EXHIBIT B

Invoice

McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570
956.565.2481

Client	G A S Enterprises,Inc. 2366
Date	01/07/2010
Client Service	Robert R Garza Jennifer Garza
Page	1 of 1

G A S Enterprises,Inc.
P. O. Box 309
Elsa, TX 78543

Payment Information	
Invoice Summary	500.00
Payment Amount	
Payment for: IHD514990561	Invoice #97233

Thank you

Please detach and return with payment

Client G A S Enterprises Inc

Invoice	Effective	Transaction	Description	Amount
			Policy #IHD514990561 02/15/2009-02/01/2010 Hanover Insurance Company Installation/Builder Risk - Extend BR Bill 2/1/10 Project: Hidalgo County Precinct No. 3 Meeting Hall/Pavillion	500.00

Total
500.00

Thank you

McAfee Insurance Agency
956.565.2481

Date
01/07/2010

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 2 PAGES

TO OWNER: County of Hidalgo
2812 S. Business 83
Edinburg, Texas 78539

PROJECT: Hidalgo County
Precinct No. 3
Meeting Hall/Pavilion

APPLICATION NO: Ten (10)

PERIOD TO: 1/20/10

Distribution to:
[X] OWNER
[X] ARCHITECT
[X] CONTRACTOR
[ ]
[ ] SIGN:
REQ# 14818
PO# 61751/0

FROM CONTRACTOR:
G.A.S. Enterprises, Inc.
P.O. Box 309
Elsa, Texas 78543

VIA ARCHITECT: AGADC
1333 E. Jasmine
McAllen, Tx 78501

PROJECT NOS:

CONTRACT FOR: General Construction

CONTRACT DATE: 1/28/09

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,154,824.00
2. Net change by Change Orders		$ -0-
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,154,824.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,154,824.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 57,741.20	
b. 0 % of Stored Material (Column F on G703)	$ -0-	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 57,741.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,097,082.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,076,750.04
8. CURRENT PAYMENT DUE		$ 20,332.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 57,741.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	-0-	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

MARICELA NICHOLS
My Commission Expires
November 17, 2013

CONTRACTOR: G.A.S. Enterprises, Inc.

By: _____ Date: 1/20/10
Rene Salinas

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 20th day of January, 2010
Notary Public: _____
My Commission expires: 11/17/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

REGISTERED ARCHITECT ★ STATE OF TEXAS ★ JORGE A. GARCIA 5476

AMOUNT CERTIFIED ..... $ 20,332.76

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 1-19-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
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INVOICE RECEIVED BY
NE ON 1/21/10
GOODS/SERVICES RECEIVED BY
Con-Elec ON 1/19/10
9-1302-451-22-133-0680-720

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NO: Ten (10)
APPLICATION DATE: 1/20/10
PERIOD TO: 1/20/10
ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Bonding/Insurance	$30,048	$30,048	$0	$0	$30,048	100%	$0	1,502.40
2	General Conditiions	$15,815	$15,024.25	$790.75	$0	$15,815	100%	$0	790.75
3	Site Prep/Grading	$19,536	$19,536	$0	$0	$19,536	100%	$0	976.80
4	Site Utilities	$47,762	$47,762	$0	$0	$47,762	100%	$0	2,388.10
5	Paving/Striping/Signage	$58,183	$58,183	$0	$0	$58,183	100%	$0	2,909.15
6	Concrete Work	$155,375	$155,375	$0	$0	$155,375	100%	$0	7,768.75
7	Termite Treatment	$1,125	$1,125	$0	$0	$1,125	100%	$0	56.25
8	CMU Work	$59,200	$59,200	$0	$0	$59,200	100%	$0	2,960.00
9	Steel/Metal Work	$98,803	$98,803	$0	$0	$98,803	100%	$0	4,940.15
10	Roofing	$40,286	$40,286	$0	$0	$40,286	100%	$0	2,014.30
11	Carpentry/Gyp Board	$42,245	$41,665	$580	$0	$42,245	100%	$0	2,112.25
12	SAC	$20,612	$20,612	$0	$0	$20,612	100%	$0	1,030.60
13	Painting	$48,369	$48,369	$0	$0	$48,369	100%	$0	2,418.45
14	Electrical	$200,229	$200,229	$0	$0	$200,229	100%	$0	10,011.45
15	HVAC	$78,575	$75,575	$3,000	$0	$78,575	100%	$0	3,928.75
16	Plumbing	$60,981	$60,981	$0	$0	$60,981	100%	$0	3,049.05
17	Flooring	$47,143	$47,143	$0	$0	$47,143	100%	$0	2,357.15
18	Millwork	$17,196	$17,196	$0	$0	$17,196	100%	$0	859.80
19	Doors/Frames/HW	$34,653	$34,653	$0	$0	$34,653	100%	$0	1,732.65
20	Storefront/Glazing	$3,659	$2,800	$859	$0	$3,659	100%	$0	182.95
21	Toilet Partitioins/Acc	$7,288	$7,288	$0	$0	$7,288	100%	$0	364.40
22	Exterior/Interior Signage	$6,280	$0	$6,280	$0	$6,280	100%	$0	314.00
23	Furniture/Fixtures	$7,015	$7,015	$0	$0	$7,015	100%	$0	350.75
24	Overhead/Counter Doors	$16,446	$16,446	$0	$0	$16,446	100%	$0	822.30
25	Allowances	$38,000	$28,106.85	$9,893.15	$0	$38,000	100%	$0	1,900.00
26	Change Order #1	Pending							
	GRAND TOTALS	$1,154,824	$1,133,421.10	$21,402.90	$0	$1,154,824.00	100%	$0.00	$57,741.20

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA @ 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

G.A.S. ENTERPRISES, INC.

P.O. BOX 309
ELSA, TEXAS 78543
TEL: (956) 262-7106 * FAX: (956) 262-7107

CERTIFICATION

PROJECT: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

There are no known mechanic's liens, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractural, statuatory, or constitutional, outstanding or known to exist at the date of this **Application for Payment No. Ten**; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanic's, materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractural, statuatory, or constitutional, on the work; and waivers and releases from all Subcontractors, laborers, and materialman for the work done and materials furnished will be obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the next Application for Payment.

Rene Salinas, President

State of Texas County of Hidalgo
Subscribed and sworn to before me this 20th day of January, 2010
Notary Public _____
My Commission Expires 11/17/13

ALLOWANCE LINE ITEMS

Reduce Testing Allowance by	$181.15
Reduce HVAC Allowance by	$1,000.00
Reduce Electrical Allowance by	$1,000.00
Reduce Plumbing Allowance by	$488.80
Reduce Landscaping Allowance by	$5,712.00
Total Reductions	$8,381.95

Refer to Construction Change Directive No. Five previously approved.

Reduce Plumbing Allowance by	$511.20
Reduce Betterment Allowance by	$1,000.00
Total Reductions	$1,511.20

Refer to Construction Change Directive No. Six attached

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT FORMS

Following are the Unconditional Waivers and Releases Upon Progress Payments for the period covering the previous Application for Payment No. Nine (9)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

The undersigned has been paid and has received a progress payment in the sum of $ 5,065.96 paid on Check No. 8408 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

through 10/30/09 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 11/19/09

RDZ Electric
(Company Name)

By: Royelio Reyes
(Signature)

Royelio Reyes
(Printed Name/Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of $ 2,764.06 paid on Check No. 8403 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

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Dated: 11/9/09

Advance Door Service and Spc.
(Company Name)

By: _____
(Signature)

Ernesto Barrera
(Printed Name/Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of $ 8,071.20 paid on Check No. 8405 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

through 10/30/09 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 11/20/09

Grande Valley Builders
(Company Name)

By: _____
(Signature)

Manuel Perez
(Printed Name/Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of $ 2,346.56 paid on Check No. 8411 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

through 10/30/09 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 11/20/09

Rocky's Plumbing
(Company Name)

By: _____
(Signature)

Manager / Joe Flores
(Printed Name/Title)

UNCONDITIONAL WAIVER AND
RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of $ 23,598.00 paid on Check No. 8410 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

through 10/30/09 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 11/2/09

Rene Guerra & Son Hauling & Paving
(Company Name)

By: _____
(Signature)

Rene Guerra / Owner
(Printed Name/Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of $ 850.59 paid on Check No. 8409 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

through 10/30/09 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 12-01-09

Lifetime Industries, Inc.
(Company Name)

By: _____
(Signature)

Michael Schroeder, Vice-President
(Printed Name/Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of $ 6,407.75 paid on Check No. 8407 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
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G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

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Dated: 12/2/09

Intertech Flooring
(Company Name)

By: Celeste Garza
(Signature)

Celeste Garza Administrative Assistant
(Printed Name/Title)

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project Name: Hidalgo County Precinct No. 3 Meeting Hall/Pavilion

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The undersigned has been paid and has received a progress payment in the sum of $ 1,966.90 paid on Check No. 8412 for labor, services, equipment, or material furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

on the Project of Hidalgo County Precinct No. 3 for Hidalgo County (Owner) at the Meeting Hall/Pavilion
and does hereby release any lien, stop notice, or bond right, that the undersigned has on the above referenced Project to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

G.A.S. Enterprises, Inc.
(Name of Contractor or Subcontractor)

through 10/30/09 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: 11/20/09

M.A. Moreno Painting
(Company Name)

By: M A M
(Signature)

Maria A. Moreno / Owner
(Printed Name/Title)

AI-19529 **18.C.1.**

Engineering Services for Pct# 4 Projects - Ingle Rd from FM 2812 to 1/4 mile west...

CC REGULAR

Date:	01/26/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services in connection with Precinct No _4__ Projects.

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Precinct No _4_ Projects Ingle Rd - from FM 2812 to 1/4 mile West, Sandy Ridge - from subdivision E to Doolittle Rd, Sunflower Rd - from Mile 17.5 to Fm 1925, and Trenton Rd - from Dillon Rd W to pavement. 1st._____;2nd._____;3rd. _____

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct No __4___ Projects

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funds will be appropriated as Work Authorizations are issued.

Attachments

Link: Memo

Link: Scoring Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/21/2010 01:37 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 02:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/21/2010 04:00 PM	APRV

4	Auditor's Office	01/22/2010 05:50 PM	NEW
Form Started By: Nielda Cavazos		Started On: 01/20/2010 01:00 PM	
Final Approval Date: 01/22/2010			

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

January 20, 2010

Martha L. Salazar, CPPB/Purchasing Agent
c/o Mrs. Darlene H. Bentacourt, Procurement Process & Data Mgr.
Hidalgo County Purchasing Department
2812 S Business 281
Edinburg, Texas 78539

Dear Mrs. Bentacourt,

Be advised that we have reviewed and evaluated the statements of qualifications of the three engineering firms, which we requested. We have concluded that the firm of **J.E. Saenz & Associates, Inc.** is the best suitable firm for services for the following Paved/Unpaved road projects;

1. Sandy Ridge Subdivision unnamed road between 1st St & Doolittle Rd.
2. Trenton Rd W of Dillion Rd to pavement
3. Sunflower Rd between Mile 17.5 & FM 1925
4. Ingle Rd W of FM 2812 to ¼ mile

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

Should you have any questions or require additional information please feel free to contact me at (956) 383-3112.

Sincerely,

O. L. Garza, Jr. /mb

Oscar L. Garza Jr
Commissioner Hidalgo County Precinct 4

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services on these projects

Sandy Ridge subdivision unnamed road between 1 St & Doolittle Rd.

Trenton Rd W of Dillion Rd to pavement

Sunflower Rd between Mile 17.5 & Fm 1925

Ingle Rd W of FM 2812 to ¼ mile

Scoring & Evaluation GRID

Engineering Services

Total Scores	Quintanilla, Headley & Associates	JE Saenz & Associates	Noe Garza Engineering
Grader 1	93	95	91
Grader 2	91	93	90
Average	92	94	90.50
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

AI-19539 **18.C.2.**

Surplus of and Sale & Exchange & Removal of Excavated Soil from Dickerson and Fike Pond San Carlos Drainge Improvement Project Pct. #4

CC REGULAR

Date:	01/26/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting authority to surplus TOP SOIL and/or FILL DIRT (as approximated by Quintanilla, Headley & Associates Project Enigineer to be excavated at the following Pct. #4 locations:

1. **Dickerson Pond**: consists of 200 acres of soil to be removed and hauled out located at the corner of Dillon Rd & Tex-Mex Rd with approximately 350,000 cubic yards of TOP SOIL and approximately 2,150,000 cubic yards of FILL DIRT, for a combined total of 2 ½ Million cubic yards of soil;
2. **Fike Pond**: consists of 55 acres of soil to be removed and hauled out located at the SE corner of Mile 17 and Holmes Rd. with approximatesly 170,000 cubic yards of TOP SOIL and approximately 450,000 cubic yards of FILL DIRT, for a combined total of 620,000 cubic yards of soil; for the purposes of disposition through sealed bids (for sale or exchange) in connection with the "Precinct No. 4 San Carlos Drainage Improvements Project" #2010-042-02-17-OGG;

b. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the: "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt to be Excavated" as described in section (A) in connection with the "Precinct No.4 San Carlos Drainage Improvements" Project #2010-042-02-17-OGG

BACKGROUND

Project is a continuation of proposed "San Carlos Drainage Improvements" for Precinct No.4 area.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Project Will Have No Budgetary Impact.

Attachments

. . .

Link: 10-042

Link: 10-042

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/20/2010 09:24 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 08:13 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/22/2010 10:52 AM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Oscar Garza — Started On: 01/20/2010 02:45 PM

Final Approval Date: 01/22/2010

MEMORANDUM

To: Oscar Garza Jr., Commissioner Pct. #4 — via fax: (956) 318-2648
Via: gloria.beltran@co.hidalgo.tx

Attn: Alfonso Quintanilla — via: (alfonsoquintanilla@sbcglobal.net)
Quintanilla, Headley & Associates

From: Oscar Garza, Procurement Specialist

RECEIVED
By Oscar Garza at 1:37 pm, Jan 20, 2010

Date: **January 19, 2010**

Re: **Bid No. 2010-042-02-17-OGG-** (SEE ATTACHMENT)
Approval of Specifications for "Removal of Excavated Soil to Dickerson Pond and Fike Pond" upon approval by Commissioners Court for publication.

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ✓ ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify) **NO FUNDING REQUIRED FOR THIS PROJECT**

BUDGET ACCOUNT #:_____

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	ALFONSO QUINTANILLA, P.E.	1-20-10

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than WEDNESDAY, JANUARY 20, 2010 at 10:00 A.M.

Enclosures

EXHIBIT "A"
SPECIFICATIONS
HIDALGO COUNTY PRECINCT NO. 4
"REMOVAL OF EXCAVATED SOIL FROM DICKERSON POND AND FIKE POND"
BID NO.: 2010-042-02-17-OGG
San Carlos Drainage Improvement Project

The following are the minimum specifications for **"(Removal of Excavated Soil from Dickerson Pond located at corner of Dillon Rd & Tex-Mex Rd and Fike Pond located at SE Corner of Mile 17 and Holmes Rd.)"**.

PROJECT OVERVIEW:

Hidalgo County Precinct #4 is in the process of excavating on the following locations:

1. **Dickerson Pond**: consists of 200 acres of soil to be removed and hauled out located at the corner of Dillon Rd & Tex-Mex Rd with approximately 350,000 cubic yards of **TOP SOIL** and approximately 2,150,000 cubic yards of **FILL DIRT**, for a combined total of 2 ½ Million cubic yards of soil
2. **Fike Pond**: consists of 55 acres of soil to be removed and hauled out located at the SE corner of Mile 17 and Holmes Rd. with approximatesly 170,000 cubic yards of **TOP SOIL** and approximately 450,000 cubic yards of **FILL DIRT**, for a combined total of 620,000 cubic yards of soil.

Proposed bid will be based on removal of approximately 84,300 cubic yards of **TOP SOIL** and approximately 331,600 cubic yards of **FILL DIRT** for an approximate combined total of 415,900 cubic yards.

Qualified participants must currently possess all licenses, permits and any other applicable requirements before entering said premises for the removal and hauling of excavated soil.

Hidalgo County Precinct No. 4 will load excavated soil on awarded participant's trucks.

Award of bid will be to participant meeting all requirements on a "Per Cubic Yard" bid price **PAYABLE** to Hidalgo County.

Term of contract will be until project completion of excavated soil on proposed 40 acre tract, as identified as per attachment and as described below:

1. **Bid price:** must be on a per cubic yard basis **PAYABLE** in $_____ to Hidalgo County.
2. **Bidder(s):** will be responsible for providing equipment for hauling soil necessary for project.
3. **Bid Award:**
   Bid award will be to the best bid meeting all requirements. 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 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. **Contract Terms:** will be upon completion of project. The **bidder(s)** awarded the contract must **furnish proof of ownership of vehicles provide evidence of** the required insurance identifying vehicles used for project as outlined in Exhibit "C", all necessary licenses and permits. Copies of all licenses, permits and insurance coverage's must be submitted to the Hidalgo County Purchasing Department upon bid award.

5. Hidalgo County Precinct #4 reserves the right to award the bid to one bidder or multiple bidders if the Hidalgo County Precinct #4 determines it is in its best interest to do so.

6. The bidder(s) awarded the contract **cannot** engage the services of a subcontractor **without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverage as outlined in Exhibit "C".

7. **Equipment:** requesting a minimum of Forty (40) Tandem Trucks available for proposed by to Hidalgo County Precinct No.4. Please note the make, year, model on Exhibit "D"

8. **Time of completion** for project will be in accordance to the work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 4; proposed soil must be hauled out as per scheduling in accordance with project Director.

Quintanilla, Headley & Associates, Inc.

124 E. Stubbs Street, Edinburg, Texas 78539
Phone (956) 381-6480 Fax (956) 381-0527

Letter of Transmittal

To: H.C. Purchasing Dept.
2802 S. Hwy 281
Edinburg, TX 78539

Date: January 20, 2010
Attention: Oscar Garza
Re: Dickerson Pond

RECEIVED
By Oscar Garza at 1:40 pm, Jan 20, 2010

Description
Memorandum.

Remarks:

Received By (Print): Cynthia de la Cruz Time: Received by Purchasing Department at 9:58 AM January 20, 2010

Delivered By Sent by: Neyda for Alfonso Quintanilla, P.E.

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this____day of_____; **201** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. 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

DRAFT

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, 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.

3. This Contract shall be in accordance to work performance, excavation and scheduling as coordinated by Hidalgo County Precinct No. 4; proposed soil will be loaded by Precinct No. 4 and awarded vendor is responsible for soil to be hauled out as per scheduling and in accordance with project Director; project termination will be upon completion.

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 Vendor agrees to pay Hidalgo County the amounts specified in Exhibit "A" and "B" attached hereto.

7. Company shall provide insurance in force on all its vehicles and all persons connected

DRAFT

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 _____
_____
_____
_____

DRAFT

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 either party 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.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 201___.

Approved by Commissioners Court on, _____day of _____, 201___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT

MONTE CHRISTO ROAD

1925

MONTE CRISTO DRAIN

P14 P16 P15 P13

256 259

MILE 18 NORTH ROAD

SKINNER

SAN CARLOS DRAIN

P12 P10 P9 P11

VAL VERDE ROAD

SCALE 1" = 500'

493

P7 P8

MILE 17 1/2 NORTH ROAD

SAN CARLOS DRAIN

SAN CARLOS DRAIN
SAN CARLOS DRAINAGE PROJECT
HIDALGO COUNTY PRECINCT No. 4
COMMISSIONER OSCAR GARZA, JR.

SCALE: 1" = 500'

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

K:\DATA\PROJECTS\C-HIDALGO COUNTY\PRECINCT 4 SAN CARLOS DRAINAGE PROJECT\SAN CARLOS DRAIN\MASTER PLAN

NORTH 3RD ROAD

P5 P6

SUNFLOWER

SOUTH MAIN DRAIN

253 260

P3 P4

MILE 17 NORTH ROAD

P2 P1

SAN CARLOS

266

107

AI-19432 **18.D.1.**

Work Authorization #3- Consulting Services-Hon. Rolando Rios
CC REGULAR

Date: 01/26/2010
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Elections

Information

CAPTION

Requesting approval of Work Authorization #3 (for Tasks 8 through 11) through contract with Hon. Rolando L. Rios in connection with Consulting Services for Redistricting Plan for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 10 **ACCT. #:** 0-1100-414-00-130-001-0-339
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Ref: AI-19594 CC 01/26/10 for $41,000.00

$36,000.00 plus estimated reimbursables of $5,000.00.

Refer to AI-16576 CC 08/18/09 (Letter of Engagement)

Attachments

Link: WA3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 04:37 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 04:54 PM	APRV
3	Roland Garcia	Rolando Garcia	01/15/2010 03:25 PM	APRV
4	Auditor's Office	Angela Garcia	01/20/2010 01:18 PM	APRV
5	Roland Garcia	Rolando Garcia	01/22/2010 04:19 PM	APRV
6	Becky Morales		01/22/2010 05:50 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/13/2010 04:55 PM

Final Approval Date: 01/22/2010

HIDALGO COUNTY
PROFESSIONAL LEGAL SERVICES
Contract # C-09-145-08-18
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, ***"Rolando L. Rios and Associates, PLLC",*** professional legal services of San Antonio, Texas, hereinafter called the ***"Law Firm".***

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the *Law Firm* to provide ***SEE ATTACHMENT B-AMENDED as attached hereto – TASK 8 – 11.***

The scope of services to be provided by the *Law Firm* is identified in ***ATTACHMENT "A" – Services to be Provided by the Law Firm a/k/a TASKS*** *as* attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is ***$ 36,000.00***. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as the agreement ***ARTICLE D-FEE STRUCTURE- 1. a.)****and* ***ATTACHEMENT B -AMENDED-SCHEDULE OF WORK PRODUCT DELIVERABLES.***

PART 3. PAYMENT
Compensation and payment to the *Law Firm* for the services established under this Work Authorization shall be made in accordance with ***Article***/Part/Section ***D. e.)*** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 3 shall be funded through funding source:
Account No. **10-1100-414-00-130-001-0-339**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of schedule of work product deliverables under this work authorization for *Tasks 8-11.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACCEPTANCE AND APPROVAL

This Work Authorization No. 3 is hereby accepted, approved by Hidalgo County Commissioners' Court on *01-19-10* as indicated below and effective as of *19th* day of *January, 2010.*

THE LAW FIRM:
ROLANDO L. RIOS and ASSOCIATES, PLLC

_____
Rolando L. Rios, Owner

THE OWNER:
HIDALGO COUNTY

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service (TASKS) to be Provided by the Law Firm
ATTACHMENT "B" - Schedule of Work Product Deliverables
ATTACHMENT "C" - Fee Schedule under (*ARTICLE D-FEE STRUCTURE- 1. a)* of the Redistricting Legal Services Retainer Agreement

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3. Download and analyze voter registration and turn out for general elections from 2000 to present.

4. Download existing single commissioner districts and provide analysis of population with demographics.

5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turn out using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive experience in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

A M E N D E D

SCHEDULE OF WORK PRODUCT DELIVERABLES:

2009: ***delivery of work product for Task 1 through 5 as follows:***

1 Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2 Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3 Download and analyze voter registration and turn out for general elections from 2000 to present.

4 Download existing single commissioner districts and provide analysis of population with demographics.

5 Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

2009: ***delivery of work product for Task 6 through 7 as follows:***

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turnout using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

2010: *delivery of work product for Task 8 through 11 as follows:*

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

2011: ***delivery of work product for Task 12 through 24 as follows***:

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

D. FEE STRUCTURE

1.) With a population of approximately **752,909** (latest average estimate) the Jurisdiction agrees to pay **$ 225,000.00** as total fee for redistricting services plus costs not to exceed **$15,000.00**. Said project is to use the latest census data available. The fee will be paid as described follows:

a.) Payments of $9,000 for the first 22 Tasks with deliverables as described in **Attachment A** and two final payments of $13,500 each upon completion of **Task 23 and 24.**

b.) Seven of the Tasks are to be completed in 2009 as proposed in **Attachment B**;

c.) Four of the Tasks are to be completed in 2010 as proposed in **Attachment B**;

d.) The remaining thirteen Tasks are to be completed in 2011 as proposed in **Attachment B**; however, Tasks described for completion in late 2010 or early 2011 may be modified depending upon availability of the census block data and agreed to by the parties.

e.) All work described in **Attachment B** will not proceed until **Hidalgo County** has approved and issued a **Work Authorization**.

f.) Cost and expenses will be billed as incurred with each Task and will include costs for the following activities and as further described in **Attachment C**:

A. Printing Maps – color or black and white.
B. Travel expenses for meetings with clients and staff.
C. Costs associated with conducting public hearings as recommended by clients.
D. Copying, document preparation, faxes and scanning.
E. Postage and fed express.
F. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm

ATTACHMENT C

SCHEDULE OF COSTS:

A. Printing Maps – color or black and white.

i. Color – Letter or legal size .95
ii. Color – Ledger 2.30
iii. Black and white – letter or legal size .10
iv. Color wall size 15.00

B. Travel expenses for meetings with clients and staff.

i. Travel .58¢ per mile or cost of most economical airline tickets
ii. Air Travel most economical travel
iii. Hotel not to exceed $100 per day
iv. Meals not to exceed $39 per day

C. Costs associated with conducting public hearings as recommended by clients.

i. Travel (see para h above)
ii. Document preparation (see para j below)
iii. Rental of hearing rooms and audio equipment (as billed)

D. Copying, document preparation, faxes and scanning.

i. Copies .10¢
ii. Tabs, Alpha or Numeric .25¢
iii. Binding
    1. 1 inch $3.25
    2. 2 inch $5.25
    3. 3 inch $8.25

E. Postage and express mail.

i. US Mail as billed
ii. Express Mail as billed

F. Costs associated with purchasing data sets from US Census Bureau.

i. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense.)

ROLANDO L. RIOS AND ASSOCIATES, PLLC

www.riosredistricting.com rrios@rolandorioslaw.com

SCOPE OF SERVICES FOR WORK AUTHORIZATION # 3

PURSUANT TO REDISTRICTING CONTRACT # C-09-145-08-18

Scope of Work for 2010 for the Redistricting of Hidalgo County Commissioner Precincts :

A. PROJECT OVERVIEW FOR TASKS 8 THROUGH 11:

SCOPE OF WORK: Pursuant to Redistricting Contract focusing on the following tasks:

8 Identify communities of interest / local interest groups for commission precincts with narrative description and geo-coding.

9 Analysis of existing redistricting and census undercount law.

10 Interview incumbents and document priorities of respective precincts and identify communities of interest.

11 Obtain input from incumbents on potential changes to respective commissioner precincts

MILAM BUILDING 115 E. TRAVIS SUITE 1645 SAN ANTONIO, TEXAS 78205
PHONE: (210) 222-2102 • FAX: (210) 222-2898
WWW.ROLANDORIOSLAW.COM

Name of Insurer: Twin City Fire Insurance Company Indianapolis, IN

THE HARTFORD

LAWYERS' PROFESSIONAL LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY. COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED IN WRITING TO THE COMPANY IMMEDIATELY BUT IN NO EVENT LATER THAN SIXTY (60) CALENDAR DAYS AFTER THE EXPIRATION DATE OF THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES. PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT, BROKER, OR REPRESENTATIVE.

POLICY NUMBER: LT 1615837

PRODUCER: Target Underwriting Management Co.
35 Tower Lane
Avon, CT 06001

SERVICE OFFICE: Target Insurance Services
40 Shuman Boulevard, Suite 330
Naperville, IL 60563

RENEWAL OF:

DECLARATIONS

ITEM # 1. **NAMED INSURED AND MAILING ADDRESS:**

Rolando L. Rios, Attorney at Law

115 E. Travis, Suite 1645
Milam Building
San Antonio, TX 78205

ITEM # 2. **POLICY PERIOD EFFECTIVE DATES:** **FROM:** 09/28/2009 **TO:** 09/28/2010
(12:01 A.M. standard time at the address shown in Item #1.)

ITEM # 3. **RETROACTIVE DATE:** 09/28/2009

ITEM # 4. **LIMITS OF LIABILITY:**

LIMIT OF LIABILITY EACH CLAIM	$250,000
AGGREGATE LIMITS OF LIABILITY	$500,000

ITEM # 5. **DEDUCTIBLE:**

DEDUCTIBLE EACH CLAIM	$5,000
AGGREGATE DEDUCTIBLE	N/A

ITEM # 6. **PREMIUM PER POLICY PERIOD:** $1,673.00

If applicable { State Surcharge:

ITEM # 7. **ENDORSEMENTS:** (See attachments.)

Authorized Representative

September 30, 2009
Date

© 2005, The Hartford

AI-19547 **18.E.1.**

Old Administration Building / Parking Lot Paving /Resurfacing

CC REGULAR

Date:	01/26/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services in connection the Executive Office Projects.

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Executive Office project (Old Admin. Bldg) - Parking Lot Paving /Resurfacing Project.
1st._____;2nd._____;3rd. _____

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Executive Office Project.

BACKGROUND

Will provide handout at Comm. Court

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-027-0-739

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

BUDGETARY IMPACT:

$ 164,812.55 available balance pending interdepartmental transfer. See AI 19575 CC 01/26/10.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/21/2010 01:40 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 02:08 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/22/2010 11:49 AM	APRV
4	Auditor's Office		01/22/2010 05:50 PM	NEW

Form Started By: Nielda Cavazos

Started On: 01/20/2010 04:48 PM

Final Approval Date: 01/22/2010

AI-19483 **18.F.1.**

BCAP Application for Payment #3 Retainage Release & Certificate of Construction Completion-Monica Acres Subdivision Pct. No. 3

CC REGULAR

Date:	01/26/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Acceptance and approval of:
a. Application for Payment No. 3 (Retainage Release) in the amount of $8,283.70;
b. “Certificate of Construction Completion” reflecting the completion date of November 11, 2009;

from Total Commitment, LLC for Monica Acres as reviewed and submitted by project engineer, Javier Hinojosa Engineering-(C-CAP 09-256-07-21).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 20099 **ACCT. #:** 9-1312-206-00-000-005-0-000

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

BUDGETARY IMPACT:

Available funds in P.O. #627751 for Retainage Payable as of 1/21/10 is $8,283.70.

Attachments

Link: Application for Payment No.3 Retainage Release

Link: Certificate of Construction Completion Monica Acres

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	01/19/2010 02:13 PM	APRV
2	Purchasing Department	Marty Salazar	01/20/2010 08:56 PM	APRV
3	Budget & Management	Erika Zamora	01/21/2010 08:10 AM	APRV
4	Perla Lopez	Perla Lopez	01/21/2010 08:51 AM	APRV
5	Auditor's Office	Linda Fong	01/21/2010 03:30 PM	APRV

Form Started By: Marcie Jackson Started On: 01/15/2010 11:30 AM

Final Approval Date: 01/21/2010

AI-19483 1/26/10

APPLICATION FOR PAYMENT NO. 3 (RETAINAGE)

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR MONICA ACRES SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR MONICA ACRES SUBDIVISION
Owner's Contract No. C-CAP-09-256-07-21 Engineer's Project No. 081005
For Work accomplished through the date of: October 28, 2009

1. Original Contract Price:		$72,295.00
2. Net change by Change Order No. 1 and Written Agreements(+):		$10,542.00
3. Current Contract Price (1 plus 2):		$82,837.00
4. Total completed and stored to date:		$82,837.00
5. Retainage (per Agreement):		
0% of completed Work:	$0.00	
_____ of stored material		
Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)		$82,837.00
7. Less previous Application for Payments:		$74,553.30
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$8,283.70

Accompanying Documentation:

1. **Punch List**
2. **Certificate of Construction Completion**
3. **Contractor' Affidavit of Release**
4. **Affidavit of Payment of Debts**
5. **Consent of Surety to Final Payment**

REQ# 160141 P.O.# 627751
9-1312-206-00-000-005-0-000→$8,283.70

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 1-04-2010

TOTAL COMMITMENT, LLC
(CONTRACTOR)
By: _____
Armando Gutierrez, Jr.

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 4th day of January 2010.

Claudia N. Ybarra
Notary Public
My Commission expires: 3-23-2012

NOTARY PUBLIC STATE OF TEXAS
CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 1/5/10

JAVIER HINOJOSA ENGINEERING
(ENGINEER)
By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: Maricela Tacha ON 1/5/10
GOODS/SERVICES RECEIVED BY: Maricela Tacha ON 1/5/10

TOTAL COMMITMENT, LLC	Contractor Name
8/24/2009	Starting Date
11/21/2009	Project Ending Date
0%	Retainage Percent

Application No.	**3 (Retainage)**
Application Date:	**12/1/2009**
Period To:	**9/29/09 - 10/28/09**
Engineer Firm	**JAVIER HINOJOSA ENGINEERING**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
M1080470	Monica Acres	$72,295.00	$82,837.00	$47,592.67	$26,960.63	$8,283.70	$0.00	$82,837.00	$0.00	$0.00	$82,837.00	$74,553.30	$8,283.70

TOTAL COMITMENT, LLC — Contractor Name

8/24/2009 — Starting Date

11/21/2009 — Project Ending Date

ROAD & DRAINAGE - MONICA ACRES SUBD. — Engineer's / County Project Description

Application No.: 3 (Retainage)

Application Date: 12/1/2009

Period To: 9/29/09 - 10/28/09

Engineer's / County Project No.: C-CAP-09-256-07-21

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Fourth Month Monthly Quan	Fourth Month QTY to Date	Fourth Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																						
		MONICA ACRES SUBDIVISION																						
1	100	Preparig ROW	STA	$ 350.00	8.29	$ 2,901.50	$ 350.00	8.29	$ 2,901.50	-	0.00	$ -	8.29	8.29	$ 2,901.50	-	8.29	$ -	-	8.29	$ -	$ 2,901.50	0	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 3.50	2972.00	$ 10,402.00	$ 3.50	3395.00	$ 11,882.50	-	0.00	$ -	3395	3395	$ 11,882.50	-	3,395.00	$ -	-	3,395.00	$ -	$ 11,882.50	0	$ -
3	251	Reworking BS Mtrl. (DC)	SY	$ 2.00	2972.00	$ 5,944.00	$ 2.00	3395.00	$ 6,790.00	-	0.00	$ -	3395	3395	$ 6,790.00	-	3,395.00	$ -	-	3,395.00	$ -	$ 6,790.00	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 3.60	545.00	$ 1,962.00	$ 3.60	545.00	$ 1,962.00	-	0.00	$ -	0	0	$ -	545.00	545.00	$ 1,962.00	-	545.00	$ -	$ 1,962.00	0	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 6.25	2602.00	$ 16,262.50	$ 6.25	3025.00	$ 18,906.25	-	0.00	$ -	-	0	$ -	3,025.00	3,025.00	$ 18,906.25	-	3,025.00	$ -	$ 18,906.25	0	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 300.00	3.00	$ 900.00	$ 300.00	3.00	$ 900.00	-	0.00	$ -	2	2	$ 600.00	1.00	3.00	$ 300.00	-	3.00	$ -	$ 900.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 6.50	30.00	$ 195.00	$ 6.50	30.00	$ 195.00	-	0.00	$ -	0	0	$ -	30.00	30.00	$ 195.00	-	30.00	$ -	$ 195.00	0	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 1.75	340.00	$ 595.00	$ 1.75	340.00	$ 595.00		0.00	$ -	340	340	$ 595.00	-	340.00	$ -	-	340.00	$ -	$ 595.00	0	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 0.75	340.00	$ 255.00	$ 0.75	340.00	$ 255.00	-	0.00	$ -	0	0	$ -	340.00	340.00	$ 255.00	-	340.00	$ -	$ 255.00	0	$ -
11	C/1	Unc. Excavation	CY	$ -	0.00	$ -	$ 4.00	1212.00	$ 4,848.00	-	0.00	$ -	1212	1212	$ 4,848.00	-	1,212.00	$ -	-	1,212.00	$ -	$ 4,848.00	0	$ -
		Total Roadway MONICA ACRES SUBDIVISION				$ 39,417.00			$ 49,235.25			$ -			$ 27,617.00			$ 21,618.25			$ -	$ 49,235.25		$ -
16		**DRAINAGE**																						
17	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 11.00	758.00	$ 8,338.00	$ 11.00	758.00	$ 8,338.00	-	0.00	$ -	-	0.0	$ -	758.00	758.00	$ 8,338.00	-	758.00	$ -	$ 8,338.00	0	$ -
18	530	Driveway (Concrete 3000 PSI)	SY	$ 30.00	318.00	$ 9,540.00	$ 30.00	318.00	$ 9,540.00	-	0.00	$ -	318.00	318.0	$ 9,540.00		318.00	$ -	-	318.00	$ -	$ 9,540.00	0	$ -
19	556	15" ADS Culvert Pipe	LF	$ 24.00	625.00	$ 15,000.00	$ 24.00	0.00	$ -	-	0.00	$ -			$ -			$ -	-		$ -	$ -	0	$ -
10	C/1	18" Low Profile Curb & Gutter	LF	$ -	0.00	$ -	$ 9.25	1635.00	$ 15,123.75	-	0.00	$ -	1635	1635	$ 15,123.75		1,635.00	$ -	-	1,635.00	$ -	$ 15,123.75	0	$ -
12	C/1	48" Concrete Spillway	LF	$ -	0.00	$ -	$ 20.00	30.00	$ 600.00	-	0.00	$ -	30.00	30	$ 600.00		30.00	$ -	-	30.00	$ -	$ 600.00	0	$ -
		Total Drainage MONICA ACRES SUBDIVISION				$ 32,878.00			$ 33,601.75			$ -			$ 25,263.75			$ 8,338.00			$ -	$ 33,601.75		$ -

Grand Total for Monica Acres Sub. $ 82,837.00

APPROVED BY: Javier Hinojosa P.E. (Print Name) — Signature — 1/14/10 (Date)

INVOICE RECEIVED BY: Marcie Jackson ON 1/14/10

GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 1/14/10

Exhibit E-D

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 11th DAY OF November, 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 7-21-09
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Total Commitment, LLC
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Monica Acres Subdivision

CONTRACT NO: C-CAP-09-256-07-21
Located in or near the City/Precinct Of Mission - Hidalgo County Pct#3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$72,295.00
Present Amount of Contract	$82,837.00
Total Amount of earned to Date	$82,837.00
Less: previous payments	$74,553.30
Balance	$8,283.70
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$8,283.70

6. That the final payment in the amount of Eight Thousand - Two Hundred Eighty Three Dollars and Seventy Cents ($8,283.70) is now due and payable.

Engineer's Signature
Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:

Contractor's Name - Total Commitment, LLC

By: Pedro A. Gutierrez Jr.

Title: Member

CONCURRED BY:

City/Precinct

By: _____

Title: _____

AI-19530 **18.G.1.**

Professional Physicians Services for Inmates

CC REGULAR

Date:	01/26/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Presentation of the scoring grid in connection with the Statements of Qualifications (responses) received for the purposes of ranking by Commissioners Court in order to proceed to the next phase of procurement process for : "Professional Physicians Services for Inmates for Hidalgo County Adult Detention Facility (Jail)" - RFP No. 2009-461-12-09-otm;

b. Requesting authority for Purchasing Department to enter into negotiations with two qualified/ranked physicians in order to finalize contracts for consideration and award by CC for: "Professional Physicians Services for Inmates at the Hidalgo County Adult Detention Facility (Jail)" - RFP No. 2009-461-12-09-otm;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Funding available as of 1-21-10.

Attachments

Link: evaluation grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/21/2010 01:37 PM	APRV
2	Budget & Management	Erika Zamora	01/21/2010 02:07 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/21/2010 02:41 PM	APRV
4	Auditor's Office	Linda Fong	01/21/2010 03:38 PM	APRV

Form Started By: Olga Montero Started On: 01/20/2010 01:10 PM

Final Approval Date: 01/21/2010

EVALUATION/GRADING GRID
RFP NO: 2009-461-12-09-otm
"PROFESSIONAL PHYSICIANS SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

EVALUATION CRITERIA	DR. MARIN GARZA			DR. GUMARO GARZA		
	GRADERS					
	1	2	3	1	2	3
1. **PHYSICIAN(S) QUALIFICATIONS/CERTIFICATIONS & OTHER CREDENTIALS: (30)** The Physician(s) should provide information related to its qualifications, experience. The "Physicians(s") must be registered and licensed to practice in the State Of Texas. Physician(s) must provide a copy of certificates and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in response.	30	30	30	30	30	30
2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20)** The "Physician(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required for the "Professional Physicians Services for Inmates-Hidalgo County Adult Detention Facility (Jail). If the "Physician(s)" currently has an active practice, the "Physician(s)" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Physician(s)" should include any local issues or concerns that directly affect the "Physician(s)" understanding of the project.	20	20	20	15	18	10
3. **EXPERIENCE: (20)** The Physician(s) meets the five (5) year practice required.	20	20	20	20	20	20
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES": (30)** The "Physician(s)" should provide as much background information as to it's experiences in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.	30	30	30	25	28	20
TOTAL	100	100	100	90	96	80
AVERAGE	100			88.67		
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)						