AI-19986 **6.D.**

Claim of AT&T

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:53 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 03:48 PM

Final Approval Date: 02/19/2010

AI-19984 **6.E.**

Claim of AT&T

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:52 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 03:45 PM

Final Approval Date: 02/19/2010

AI-19971 **6.F.**

Claim of Margarito Tellez

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Margarito Tellez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:33 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 01:52 PM

Final Approval Date: 02/19/2010

AI-19969 **6.G.**

Claim of Jose Gonzalo Rodriguez

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Jose Gonzalo Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:32 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 01:46 PM

Final Approval Date: 02/19/2010

AI-19967 **6.H.**

Claim of Rubie R. Sweet

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Rubie R. Sweet

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:32 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 01:42 PM

Final Approval Date: 02/19/2010

AI-20010 **6.I.**

CL-10-0436-D; Jose A. Rodriguez v. County of Hidalgo and Darryn M. Caraveo
CC REGULAR

Date:	02/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause #CL-10-0436-D; Jose A. Rodriguez v. County of Hidalgo and Darryn M. Caraveo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 03:10 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Monica Badillo Started On: 02/18/2010 02:46 PM

Final Approval Date: 02/19/2010

AI-19987 **7.D.**

Claim of AT&T

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:53 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 03:50 PM

Final Approval Date: 02/19/2010

AI-19985 **7.E.**

Claim of AT&T

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:52 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 03:46 PM

Final Approval Date: 02/19/2010

AI-19972 **7.F.**

Claim of Margarito Tellez

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Margarito Tellez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:33 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 01:54 PM

Final Approval Date: 02/19/2010

AI-19970 **7.G.**

Claim of Jose Gonzalo Rodriguez

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Jose Gonzalo Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:33 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 01:49 PM

Final Approval Date: 02/19/2010

AI-19968 **7.H.**

Claim of Rubie R. Sweet

CC REGULAR

Date:	02/23/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Rubie R. Sweet

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:32 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/17/2010 01:44 PM

Final Approval Date: 02/19/2010

AI-20011 **7.I.**

CL; 10-0436-D; Jose A. Rodriguez v. County of Hidalgo and Darryn M. Caraveo

CC REGULAR

Date:	02/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause #CL-10-0436-D; Jose A. Rodriguez v. County of Hidalgo and Darryn M. Caraveo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 03:10 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 02/18/2010 02:47 PM

Final Approval Date: 02/19/2010

AI-19957 **10.B.**

Monthly Productivity and Total Cost Savings Report
CC REGULAR

Date:	02/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Facilities Management:
Presentation of Monthly Productivity and Total Cost Savings Report

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 11:33 AM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW
Form Started By: Monica Badillo			Started On: 02/17/2010 10:22 AM	
Final Approval Date: 02/19/2010				

AI-20012 **10.C.**

Request for use of town square - City of Edinburg

CC REGULAR

Date:	02/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request from City of Edinburg to use the Edinburg Town Square Area (parking lot) on Saturday, April 10, 2010 for the "All Valley Trash Bash 2010 Event"

BACKGROUND

Insurance Certificate attached

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 04:03 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 02/18/2010 03:11 PM

Final Approval Date: 02/19/2010

BUILDING & GROUNDS
County Of Hidalgo

To: Valde Guerra, Commissioners Court Executive Officer

From: Daniel Flores, Building Maintenance Manager

Date: February 17, 2010

Re: Request from the City of Edinburg to use Hidalgo County Square Parking Lot

The City of Edinburg is requesting the use of the Hidalgo County Square Parking Lot on April 10, 2010 from 8:00 a.m. to 12:00 a.m. to hold the "All Valley Trash Bash 2010". Insurance certificate of coverage attached.

Daniel Flores

Cc: Monica Badillo

3100 S. Bus. 281 ★ Edinburg, Texas 78539 ★ (956) 289-7850 ★ Fax (956) 318-2648

THE CITY OF
EDINBURG

February 12, 2010

Hidalgo County Buildings & Grounds
Mr. Rick Sunday
Infrastructure Systems Manager
3100 S. Business 281
Edinburg, TX 78539

RECEIVED
2/16/2010

Dear Mr. Sunday:

The City of Edinburg Recycling & Educational Center in conjunction with Valley Proud Environmental Council is once again promoting the All Valley Trash Bash 2010 Event and the Quarterly Clean-Up Event. We are requesting permission from the County of Hidalgo for use of the Edinburg Town Square Area on April 10, 2010. Attached you will find the Certificate of Coverage for this event.

The City of Edinburg encourages members of the community to participate in this event, which combines volunteer teams from all Valley Cities to clean city streets parks, drainage ditches and alleys in our community. The event is scheduled on Saturday, April 10, 2010 from 8:00 a.m. – 12:00 p.m. Clean Up will take place in the morning and refreshments will be available after the event to all who attend. If you should have any questions, please call me at 292-2133.

Sincerely,

Janie Chapa, Recycling Coordinator
Department of Solid Waste Management
City of Edinburg

Attachment: Certificate of Coverage



TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TML-IRP Contract Number:	9480

Member:
Edinburg
Mr Arnold Rodriguez
HR Director
PO Box 1079
Edinburg,Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
County of Hidalgo
Administration Building
100 E Cano, 2nd Floor
Edinburg, TX 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability
Effective Date: 10/1/2009
Anniversary Date: 10/1/2010
Limits of Liability (Each Occurrence): $2,000,000
Sudden Events Involving Pollution (Each Occurrence): $2,000,000
Aggregate: $4,000,000
Deductible per Occurrence: $5,000

Law Enforcement Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

Errors and Omissions Liability
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

Auto Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Deductible per Occurrence:

Auto Physical Damage
Effective Date:
Anniversary Date:
Limits of Liability:
Collision Deductible:
Comprehensive Deductible:

	Yes	No
Loss Payee:		

Real & Personal Property
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Mobile Equipment
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Boiler & Machinery - Broad Form
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Confirmation of coverage for the City of Edinburg's use of the Downtown Square parking lot during the City's Annual Trash Bash, April 2010.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail _____ days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative
Louis R. Canales, Jr.

Date Issued
11/25/2009

X102
10/15/08

AI-20030 **10.D.**

2009 Report from VIDA

CC REGULAR

Date:	02/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Valde Guerra
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation of 2009 Annual Valley Initiative Development Advancement (VIDA) Report

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 02:37 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 02/19/2010 01:48 PM

Final Approval Date: 02/19/2010

AI-20050 **10.E.**

Fee Sharing Agreement - Landmark Case (Jail)

CC REGULAR

Date:	02/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Attorney Fee Sharing Agreement (consent to association)

BACKGROUND

no budgetary impact to county

Fiscal Impact

Attachments

Link: consent

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:40 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 02/19/2010 04:22 PM

Final Approval Date: 02/19/2010

Consent to Association

RE: Cause No. C-3123-03-1; Hidalgo County, Texas vs. Landmark Organization, L.P., et al.; In the 398th Judicial District Court, Hidalgo County, Texas

Mr. Filemon Vela, Mr. Tom Rhodes, Mr. Benigno (Trey) Martinez and Mr. Antonio (Tony) Martinez formally represent Hidalgo County in the above styled litigation. Counsel wish to associate the following named lawyers in the representation of Hidalgo County in this case. These lawyers include Anthony F. Constant of Corpus Christi, Rene Ramirez of Pharr, Ricardo Salinas of Mission, and Lee Shidlofsky of Austin. The fee specified in the "Agreement for Legal Services for Hidalgo County" with respect to this litigation shall remain in effect and unchanged and the contingent fee granted in the contract will be shared amongst these attorneys on the following basis:

- Law Offices of Benigno (Trey) Martinez, P.L.L.C. and Law Offices of Tony Martinez, P.C.: 28.5 Percent
- Rhodes and Vela: 19 percent
- Anthony Constant: 9.5 percent
- Law Office of Rene Ramirez: 19 percent
- Ricardo Salinas: 19 percent
- Lee Shidlofsky: 5 percent

These lawyers assume joint responsibility for the representation of Hidalgo County in this litigation.

Hidalgo County consents to the association of the additional counsel named above in the representation of Hidalgo County in this case and consents to the fee sharing agreement.

Signed this of _____ day of January 2010.

Rene Ramirez, County Judge
Hidalgo County, Texas

Counsel who now formally represent Hidalgo County in this litigation respectfully request permission to associate the other lawyers named above on the basis described.

Benigno (Trey) Martinez

Filemon Vela

Antonio (Tony) Martinez

J. Thomas Rhodes

AI-20053 **10.F.**

2010 Budget in Brief Revision

CC REGULAR

Date:	02/23/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Budget Officer:
Presentation on the Hidalgo County 2010 Budget in Brief Revision.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Angela Garcia	02/19/2010 05:39 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			

Form Started By: Angela Garcia Started On: 02/19/2010 05:39 PM

AI-19948 **11.A.**

Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	02/23/2010
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #1:
Requesting authorization for the County Judge to execute the FY2009 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No Budgetary Impact. RC

Attachments

Link: asset report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 08:48 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/18/2010 10:41 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Blanca Sanchez Started On: 02/16/2010 03:46 PM

Final Approval Date: 02/19/2010

FY 2009
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct. 1

Reporting Period: (local fiscal year) 01-01-09 to 12-31-09

Agency Mailing Address: 1902 Joe Stephens,
Suite 303
Weslaco, TX 78596

example: 01/01/09 to 12/31/09, 09/01/08 to 08/31/09 etc.

Phone Number: 956-447-3775

County: Hidalgo

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 0

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 0

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) ..... $ 0

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0	0	0
2) REAL PROPERTY (Count each parcel seized as one item)	0	0	0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0	0	0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0	0	0
5) Other Property: Description: _____	0	0	0
Other Property: Description: _____	0	0	0
Other Property: Description: _____	0	0	0

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ 0

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ 0

B. Vehicles.- (should be a number not a currency amount)..... _____

C. Other - (should be a number not a currency amount)..... _____

V. Interest Earned on Forfeited Funds During Reporting Period..... $ 0

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds**. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 0
Overtime	$ 0
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ 0
Supplies (includes cellular air time, miscellaneous commodities)	$ 0
Travel	$ 0
Training	$ 0
Paid to or Shared with Cooperating Agency	$ 0
Confidential Informant Payments	$ 0
Prevention / Treatment Programs	$ 0
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$ 0
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).	$ 0

Other: (attach additional sheets if necessary)

Description: _____	$ 0	
Description: _____	$ 0	
Description: _____	$ 0	Other Total $ 0

TOTAL EXPENDITURES: ..... $ 0

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

renee.gray@oag.state.tx.us
(512)305-8882

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

AI-19950 **11.B.**

Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 2, Gilberto Alaniz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #2:
Requesting authorization for the County Judge to execute the FY2009 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact. rc

Attachments

Link: FY 2009 Chapter 59 Asset Forfeiture Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 09:15 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/17/2010 11:03 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Anna Galvan — Started On: 02/16/2010 04:31 PM

Final Approval Date: 02/19/2010

FY 2009
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Constable Pct 2

Agency Mailing Address: 523 S. Standard San Juan, TX. 78589

Phone Number: (956) 783-4664

County: Hidalgo

Reporting Period: (local fiscal year) 1/1/09 - 12/31/09

example: 01/01/09 to 12/31/09, 09/01/08 to 08/31/09 etc.

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 0

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 0

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) ..... $ 0

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

RECEIVED
FEB 5 2010
HIDALGO COUNTY
AUDITORS OFFICE

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)			
2) REAL PROPERTY (Count each parcel seized as one item)			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property: Description: _____			
Other Property: Description: _____			
Other Property: Description: _____			

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to **a sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $

B. Vehicles.- (should be a number not a currency amount).....

C. Other - (should be a number not a currency amount).....

V. Interest Earned on Forfeited Funds During Reporting Period..... $

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 0
Overtime	$ 0
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ 0
Supplies (includes cellular air time, miscellaneous commodities)	$ 0
Travel	$ 0
Training	$ 0
Paid to or Shared with Cooperating Agency	$ 0
Confidential Informant Payments	$ 0
Prevention / Treatment Programs	$ 0
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$ 0
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).	$ 0

Other: (attach additional sheets if necessary)

Description: _____ $_____

Description: _____ $_____

Description: _____ $_____ Other Total $ 0

TOTAL EXPENDITURES: ..... $ 0

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

renee.gray@oag.state.tx.us
(512)305-8882

kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

AI-20002 **11.C.**

Appointment of Deputy Constable Precinct 3
CC REGULAR

Date:	02/23/2010
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3
Appointment of Deputy Constable as per Texas Local Government Code Section 86.011

BACKGROUND

Deputy Constable Ruben Salinas
Copies of Texas Local Government Code Section 86.011 is attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.rc

Attachments

Link: LGC 86.11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 01:11 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/18/2010 04:29 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Rachel Cavazos — Started On: 02/18/2010 10:01 AM

Final Approval Date: 02/19/2010

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

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

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

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

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

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

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

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

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

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

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

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

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

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

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

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

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

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

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

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

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

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

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

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

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

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

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

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

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

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

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

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

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

AI-19990 **11.D.**

2009 Racial Profiling Report

CC REGULAR

Date:	02/23/2010
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Presentation and discussion of 2009 Racial Profiling Report as presented by Hidalgo County Constable Precinct 3 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary Impact. rc

Attachments

Link: 2009 Racial Profiling Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 04:38 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/18/2010 04:37 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Rachel Cavazos Started On: 02/17/2010 04:18 PM

Final Approval Date: 02/19/2010

Summary of Racial Profiling Report
Hidalgo County Constable Department Pct.3

Table 1: Detention Disposition by Race

Hispanic:

	Number	% of Race
Arrested	0	0.0%
Released	0	0.6%
Ticketed	253	72.1%
Warned (Written)	98	27.9%
Total	351	100%

Caucasian:

	Number	% of Race
Arrested	0	0.0%
Released	0	0.0%
Ticketed	3	27.3%
Warned (Written)	8	72.7%
Total	11	100%

Asian:

	Number	% of Race
Arrested	0	0.0%
Released	0	0.0%
Ticketed	1	100.0%
Warned (Written)	0	0.0%
Total	1	100%

For African, Native American, and Other there were no stops conducted.

Table 2: Search Status by Race

Hispanic:

	Number	% of Race
Consent Search	12	3.4%
No Search	324	92.3%
Probable Cause Search	15	4.3%
Total	351	100%

Caucasian:

	Number	% of Race
Consent Search	0	0%
No Search	11	100%
Probable Cause Search	0	0%
Total	11	100%

Asian:

	Number	% of Race
Consent Search	0	0.0%
No Search	1	100%
Probable Cause Search	0	0.0%
Total	1	100%

For African, Native American, and Other there were no stops conducted, therefore no Searches conducted.

Table 3: Stop Reason and Disposition by Race

Hispanic:

		Number	% of Race
Hazardous Traffic	Arrested	0	0.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	122	34.8%
Hazardous Traffic	Warned (Written)	53	15.1%
Investigation	Arrested	0	0.0%
Investigation	Released	0	0.0%
Investigation	Ticketed	70	19.9%
Investigation	Warned (Written)	4	1.4%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	58	16.5%
Non-Hazardous Traffic	Warned (Written)	43	12.3%
Total		351	100%

Caucasian:

		Number	% of Race
Hazardous Traffic	Arrested	0	0.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	3	27.3%
Hazardous Traffic	Warned (Written)	6	54.5%
Investigation	Arrested	0	0.0%
Investigation	Released	0	0.0%
Investigation	Ticketed	0	0.0%
Investigation	Warned (Written)	0	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%
Non-Hazardous Traffic	Warned (Written)	2	18.2%
Total		11	100%

Asian:

		Number	% of Race
Hazardous Traffic	Arrested	0	0.0%
Hazardous Traffic	Released	0	0.0%
Hazardous Traffic	Ticketed	1	100%
Hazardous Traffic	Warned (Written)	0	0.0%
Investigation	Arrested	0	0.0%
Investigation	Released	0	0.0%
Investigation	Ticketed	0	0.0%
Investigation	Warned (Written)	0	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%
Non-Hazardous Traffic	Released	0	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%
Total		1	100%

For African, Native American, and Other there were no stops conducted.

Table 4: Statement of the Charge

Hispanic:

	Number	% of Race
Felony	0	0.0%
Misdemeanor	73	23%
Traffic	251	77%
Total	324	100%

Caucasian:

	Number	% of Race
Felony	0	0.0%
Misdemeanor	0	0.0%
Traffic	3	100%
Total	3	100%

Asian:

	Number	% of Race
Felony	0	0.0%
Misdemeanor	0	0.0%
Traffic	1	100%
Total	1	100%

For African, Native American, and Other there were no stops conducted, therefore no Charges filed.

Table 5: Gender

Hispanic:	Number	% of Race
Male	239	68%
Female	112	32%
Total	351	100%

Caucasian:	Number	% of Race
Male	11	100%
Female	0	0.0%
Total	11	100%

Asian:	Number	% of Race
Male	1	100%
Female	0	0.0%
Total	1	100%

For African, Native American, and Other there were no stops conducted, therefore there is no Gender numbers.

Table 6: Location of Stop

Hispanic:	Number	% of Race
Pct.3	317	99%
Outside Pct.3	1	1%
Total	317	100%

Caucasian:	Number	% of Race
Pct.3	11	100%
Outside Pct.3	0	0.0%
Total	11	100%

Asian:	Number	% of Race
Pct.3	1	100%
Outside Pct.3	0	0.0%
Total	1	100%

For African, Native American, and Other there were no stops conducted, therefore there is no location numbers.

Table 7: Contraband and Disposition

For Hispanic Asian, African, Native American, Caucasian and Other there was no Contraband found.

Table 8: Type of Contraband Collected

For Hispanic, Asian, African, Native American, Caucasian and other there was no Contraband Collected.

Hidalgo County Constable Department Pct. #3
Racial Profiling Statistical Report
1/01/2009 - 12/31/2009

Table 1: Detention Disposition by Race

	Asian	% of Race	% of Disposition	African	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	1	100.0%	0.4%	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
	1 Total	100.0% of Race	0.3% of all Detentions	0 Total	0.0% of Race	0.0% of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	Caucasian	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	0	0.0%	0.0%	0	0.0%	0.0%
Ticketed	253	72.1%	98.4%	3	27.3%	1.2%
Warned (Written)	98	27.9%	92.5%	8	72.7%	7.5%
	351 Total	100.0% of Race	96.7% of all Detentions	11 Total	100.0% of Race	3.0% of all Detentions

Disposition	Native American	% of Race	% of Disposition	Disposition	Other	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	Arrested	0	0.0%	0.0%
Released	0	0.0%	0.0%	Released	0	0.0%	0.0%
Ticketed	0	0.0%	0.0%	Ticketed	0	0.0%	0.0%
Warned (Written)	0	0.0%	0.0%	Warned (Written)	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions		0 Total	0.0% of Race	0.0% of all Detentions

Disposition	Total %	Number
Arrested	0.0%	0
Released	0.0%	0
Ticketed	70.8%	257
Warned (Written)	29.2%	106
	100.0%	363

Table 2: Search Status by Race

SearchStatus	Asian	% of Race	% of Search	African	% of Race	% of Search
Consent Search	0	0.0%	0.0%	0	0.0%	0.0%
No Search	1	100.0%	0.3%	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%	0	0.0%	0.0%
	1 Total	100.0% of Race	0.3% of all Detentions	0 Total	0.0% of Race	0.0% of all Detentions

SearchStatus	Hispanic	% of Race	% of Search	Cauacasian	% of Race	% of Search
Consent Search	12	3.4%	100.0%	0	0.0%	0.0%
No Search	324	92.3%	96.4%	11	100.0%	3.3%
Probable Cause Search	15	4.3%	100.0%	0	0.0%	0.0%
	351 Total	100.0% of Race	96.7% of all Detentions	11 Total	100.0% of Race	3.0% of all Detentions

SearchStatus	Native American	% of Race	% of Search	SearchStatus	Other	% of Race	% of Search
Consent Search	0	0.0%	0.0%	Consent Search	0	0.0%	0.0%
No Search	0	0.0%	0.0%	No Search	0	0.0%	0.0%
Probable Cause Search	0	0.0%	0.0%	Probable Cause Search	0	0.0%	0.0%
	0 Total	0.0% of Race	0.0% of all Detentions		0 Total	0.0% of Race	0.0% of all Detentions

SearchStatus	Total %	Number
Consent Search	3.3%	12
No Search	92.6%	336
Probable Cause Search	4.1%	15
	100.0%	363

Table 3: Stop Reason and Disposition by Race

StopReason	cboStopDisposition	Asian	% of Race	% of Stop	African	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	1	100.0%	0.8%	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%	0	0.0%	0.0%
		1 Total	100.0% of Race	0.3% of all Detentions	0 Total	0.0% of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Hispanic	% of Race	% of Stop	Caucasian	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Ticketed	122	34.8%	96.8%	3	27.3%	2.4%
Hazardous Traffic	Warned (Written)	53	15.1%	89.8%	6	54.5%	10.2%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Ticketed	70	19.9%	100.0%	0	0.0%	0.0%
Investigation	Warned (Written)	5	1.4%	100.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	58	16.5%	100.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	43	12.3%	95.6%	2	18.2%	4.4%
		351 Total	100.0% of Race	98.7% of all Detentions	11 Total	100.0% of Race	3.0% of all Detentions

StopReason	cboStopDisposition	Native American	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions

Table 3: Stop Reason and Disposition by Race Cont.				
StopReason	cboStopDisposition	Other	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%
Hazardous Traffic	Released	0	0.0%	0.0%
Hazardous Traffic	Ticketed	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
Investigation	Arrested	0	0.0%	0.0%
Investigation	Released	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%
Non-Hazardous Traffic	Released	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	0	0.0%	0.0%
		0 Total	0.0% of Race	0.0% of all Detentions

StopReason	cboStopDisposition	Total %	Number
Hazardous Traffic	Arrested	0.0%	0
Hazardous Traffic	Released	0.0%	0
Hazardous Traffic	Ticketed	34.7%	126
Hazardous Traffic	Warned (Written)	16.3%	59
Investigation	Arrested	0.0%	0
Investigation	Released	0.0%	0
Investigation	Ticketed	19.3%	70
Investigation	Warned (Written)	1.4%	5
Non-Hazardous Traffic	Arrested	0.0%	0
Non-Hazardous Traffic	Released	0.0%	0
Non-Hazardous Traffic	Ticketed	16.0%	58
Non-Hazardous Traffic	Warned (Written)	12.4%	45
		100.0%	363

Table 4 Statement of the Charge						
Race / Ethnicity		Statement of the Charge				
	Felony		Misdemeanor		Traffic	
	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	0%	0	0%	3	1%
African	0	0%	0	0%	0	0%
Hispanic	0	0%	73	22%	251	77%
Asian	0	0%	0	0%	1	0%
Native American	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%
Total	0		73		255	
Grand Total	328					

Table 5 Gender

Gender

Race/ Ethnicity	Contacts		Gender			
	Number	Total %	Male	Total %	Females	Total %
Caucasian	11	3%	11	3%	0	0%
African	0	0%	0	0%	0	0%
Hispanic	351	97%	239	86%	112	31%
Asian	1	0%	1	0%	0	0%
Native American	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%
Total	363		251		112	

Table 6 Location of Stop

Loccation of Stop

	Hidalgo County Pct. 3		Outside Pct. 3	
Race/ Ethnicity	Number	Total %	Number	Total %
Caucasian	11	3%	0	0%
African	0	0%	0	0%
Hispanic	317	96%	1	0%
Asian	1	0%	0	0%
Native American	0	0%	0	0%
Other	0	0%	0	0%
Total	329	Total	1	
Grand Total	330			

Table 7 Contraband and Dispoition

Race/ Ethnicity	Contraband		Disposition of Stop							
			Arrest		Ticket		Warning		Release	
	Number	Total %	Number	Total %	Number	Total %	Number	Total %	Number	Total %
Caucasian	0	0%	0	0%	0	0%	0	0%	0	0%
African	0	0%	0	0%	0	0%	0	0%	0	0%
Hispanic	0	0%	0	0%	0	0%	0	0%	0	0%
Asian	0	0%	0	0%	0	0%	0	0%	0	0%
Native American	0	0%	0	0%	0	0%	0	0%	0	0%
Other	0	0%	0	0%	0	0%	0	0%	0	0%
Total	0		0		0		0		0	

Table 8 Type of Contraband Collected

Race/ Ethnicity	NONE	
	Number	Total %
Caucasian	0	0%
African	0	0%
Hispanic	0	0%
Asian	0	0%
Native American	0	0%
Other	0	0%
Total	0	

AI-19958 **11.E.**

Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	02/23/2010
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Constable Pct 5
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #5:
Requesting authorization for the County Judge to execute the FY2009 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact. rc

Attachments

Link: Chapter 59 Asset Forfeiture Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 11:34 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/17/2010 03:38 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Anna Galvan — Started On: 02/17/2010 10:34 AM

Final Approval Date: 02/19/2010

FY 2009
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct. 5

Reporting Period: (local fiscal year) 01/01/09 - 12/31/09

Agency Mailing Address: P.O. Box 324
Elsa, TX 78543

example: 01/01/09 to 12/31/09, 09/01/08 to 08/31/09 etc.

Phone Number: (956) 262-4200

County: Hidalgo

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 0

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 0

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) ..... $ 0

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)			0
2) REAL PROPERTY (Count each parcel seized as one item)			0
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			0
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			0
5) Other Property: Description: _____			0
Other Property: Description: _____			0
Other Property: Description: _____			0

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ 0

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ 0

B. Vehicles.- (should be a number not a currency amount)..... 0

C. Other - (should be a number not a currency amount)..... 0

V. Interest Earned on Forfeited Funds During Reporting Period..... $ 0

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds**. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 0
Overtime	$ 0
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ 0
Supplies (includes cellular air time, miscellaneous commodities)	$ 0
Travel	$ 0
Training	$ 0
Paid to or Shared with Cooperating Agency	$ 0
Confidential Informant Payments	$ 0
Prevention / Treatment Programs	$ 0
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$ 0
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	$ 0

Other: (attach additional sheets if necessary)

Description: _____ $ 0

Description: _____ $ 0

Description: _____ $ 0

Other Total $ 0

TOTAL EXPENDITURES: $ 0

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

renee.gray@oag.state.tx.us
(512)305-8882

AI-19992 **12.A.**

Investment Policy

CC REGULAR

Date:	02/23/2010
Submitted By:	Fred Zamarripa, TREASURER'S OFFICE
Submitted For:	Norma Garcia
Department:	TREASURER'S OFFICE
Agenda Category:	County Treasurer

Information

CAPTION

Discussion, consideration, and action to adopt the Hidalgo County Investment Policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Payment for investment pool fees are minimal and are paid from interest earned.

Attachments

Link: Investment Policy

Link: Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:45 AM	APRV
2	Erika Zamora	Erika Zamora	02/19/2010 04:22 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/19/2010 04:39 PM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Fred Zamarripa — Started On: 02/17/2010 04:30 PM

Final Approval Date: 02/19/2010

HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the "Policy") shall be:

1. To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;

2. To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;

3. To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and

4. To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

II. STANDARD OF CARE

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

III. INVESTMENT STRATEGY

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

General Operating Funds

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

Debt Service Funds

Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

Capital Projects Funds

Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

Special and Trust Funds

Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

Proprietary Funds

Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

General Strategy

Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Section 2256, Government Code. Hidalgo County, acting through its County Treasurer shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any investment

other than investment pool funds and mutual funds, settlement will be made on a delivery versus payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than 105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

IV. DEPOSIT OF FUNDS

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

V. INVESTMENT OFFICER

As chief custodian of Hidalgo County funds, the County Treasurer of Hidalgo County shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his designated representative acting under Section VI of these Policies, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005(i), Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo County funds is vested in the Commissioners Court of Hidalgo County and said right of investment

or management is extended by the Commissioners Court to the County Treasurer in its behalf.

VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds between meetings of the Commissioners Court, official approval of which shall be made by said Court in court order form at the next official meeting of the Commissioners Court.

The County Treasurer is hereby authorized to utilize internal and external electronic means or Hidalgo County checks for between Court investments transactions and to release same as required.

VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.

2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.

3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States with a 10 year stated maximum maturity. In accordance with the provisions of Section 2256.009(b), Government Code, the following (a-d) are **not** authorized investments under this section:

    a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

    b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

    c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.

    d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Other obligations, the principal of and interest of which are unconditionally

guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.

6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity.

7. Fully collateralized repurchase agreements authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must be secured by obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.

8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

9. A bankers' acceptance (i) is an authorized instrument under Subchapter 2256.012 Government Code, which has a stated maturity of 180 days or fewer from the date of its issuance; (ii) will be, in accordance with its terms liquidated in full at maturity; (iii) is eligible for collateral for borrowing from a Federal Reserve Bank; and (iv) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1+ or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such

transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio, and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of $1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

11. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. When selecting an investment pool, the Commissioners Court shall consider the following criteria:

    a. The types of investment in which money is allowed to be invested;

    b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;

    c. The maximum stated maturity dated any investment security within the portfolio has;

    d. The objectives of the pool;

    e. The size of the pool;

    f. The names of the members of the advisory board of the pool and the dates their terms expire;

    g. The custodian bank that will safe keep the pool's assets;

    h. Whether the intent of the pool is to maintain a net asset value of $1 and the

risk of market price fluctuation;

i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

j. The name and address of the independent auditor of the pool;

k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;

l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

a. Investment transaction confirmations; and

b. A monthly report that contains, at a minimum, the following information:

1) The types and percentage breakdown of securities in which the pool has invested;

2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;

3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;

4) The book value verses the market value of the tool's portfolio, using amortized cost valuation;

5) The size of the pool;

6) The number of participants in the pool;

7) The custodian bank that is safekeeping the assets of the pool;

8) A listing of daily transaction activity of the entity participating in the

pool;

9) The yield and expense ratio of the pool;

10) The portfolio managers of the pool;

11) Any changes or addenda to the offering circular.

An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

12. To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or

b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

VIII. INVESTMENT IMPLEMENTATION

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners Court. A report of all investments made since the last formal meeting of the Court; will be presented for each regular meeting of the Hidalgo County Commissioners Court, for review, acknowledgment, and approval by the Commissioners Court. Hidalgo County Funds will be invested in time deposits within any bank

with which an agreement has been executed, in securities purchased from contracted broker/dealers, or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, Justice of the Peace and Constable Special Funds, and certain Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

IX. INVESTMENT INSTITUTIONS

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.

2. SEC and state or NASD registered broker/dealers.

3. Public Funds Investment Pools based in the State of Texas.

4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial brokers for Hidalgo County shall sign an officially approved contractual agreement which must be officially approved by the Commissioners Court and comply with the Hidalgo County Investment

Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least annually, review, revise, and recommend for adoption by the Commissioners Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and

2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

X. METHODS OF INVESTMENT

Internal Investments

The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks, with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

External Investments

Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with

Section 2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The Hidalgo County Commissioners Court shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Commissioners Court.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;

3. An Obligation, the principal of and interest of which are unconditionally guaranteed by the United States;

4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or

5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have a 10 year maximum stated maturity.

XII. LEVEL OF COLLATERAL

The market value of the pledged securities securing the time and demand deposits of public funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

XIII. POSSESSION OF COLLATERAL

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

XIV. INVESTMENT REPORTS

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;

2. A summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value during the period, the ending market value for the period, and fully accrued interest for the reporting period;

3. The book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;

4. The maturity date of each separately invested asset that has a maturity date;

5. The account or fund or pooled group fund of Hidalgo County from which each individual investment was acquired; and

6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and by all designated investment officers of Hidalgo County.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners Court by the auditor.

XV. CONTINUING EDUCATION

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256, Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10 hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

XVI. FINANCIAL REVIEW COMMITTEE

There shall be a Hidalgo County Investment Review Committee, which shall consist of the County Treasurer as Chairman, County Judge, and Budget Officer. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo

County Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Investment Policy.

XVII. REVIEW OF POLICY

The Hidalgo County Commissioners Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: _____
Date

THE STATE OF TEXAS)(
)(
COUNTY OF HIDALGO)(

ORDER

On this the ____ day of February, 2010, came on to be heard the matter of adopting the Hidalgo County Investment Policy and after discussion the following Order was adopted by the Hidalgo County Commissioners' Court:

WHEREAS, from time to time certain regulations and policies have been adopted regarding the procedures for investment of funds of Hidalgo County; and

WHEREAS, the need has now arisen for new policies and procedures to be adopted and for all prior policies and procedures to be repealed.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that all policies, procedures and regulations relating to or in any way regulating or establishing rules or policies with respect to the investment of monies owned by Hidalgo County by and hereby are repealed effective February ___, 2010; and

BE IT FURTHER ORDERED that the document attached hereto and entitled Hidalgo County Investment Policy be and hereby is adopted as the document governing all investment of funds by Hidalgo County and its departments and agencies, effective February ___, 2010; and

BE IT FURTHER ORDERED that the County Clerk enter a copy of this Order and of said Policies in the minutes of this Court.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, which motion was seconded by Commissioner _____ and adopted by the following vote: ____ "AYE", ____ "NO", all members being present.

DATED this the ____ day of February, 2010.

_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

AI-20023 **13.A.**

County Court At Law #1 - Salary Increases

CC REGULAR

Date: 02/23/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Judge Rudy Gonzalez
Department: BUDGET & MANAGEMENT
Agenda Category: County Court at Laws

Information

CAPTION

County Court At Law #1(1100):
1. Approval of salary increase for the following positions, effective next full pay period (03/01/10):

Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment
0003	Court Coordinator	$61,795.00	$64,000.00	$2,205.00
0004	Bailiff/ Interpreter	$44,100.00	$45,665.00	$1,565.00
0005	Court Administrator/ Interpreter	$44,835.00	$46,835.00	$2,000.00
T006	Court Clerk (Temporary position)	$18,720.00/yr ($9.00/hr)	$24,960.00/yr ($12.00/hr)	$6,240.00
			Total Increase:	$12,010.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-021-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Undetermined.

Attachments

Link: pars
Link: Fiscal Note
Link: MEMOs
Link: Job Descriptions
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/19/2010 04:13 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 04:18 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/19/2010 05:08 PM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Sylvia Solis

Started On: 02/19/2010 09:48 AM

Final Approval Date: 02/19/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court #1 / 021
DATE: Jan. 8, 2010
CURRENT POSITION TITLE: Court Coordinator
CURRENT SLOT. #: 0003
REQUESTED POSITION TITLE: (For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 61,794.60 (5.00 Pa) Current Budgeted Salary $ 64,000.— Proposed Budgeted Salary $ 2,205.40 (.00 Pa) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

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

TEMPORARY POSITIONS:

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

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

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

Please consider the above increase due to additional duties consisting of maintaining status on case dispositions for indigent defense caseload and maintain status with probation department regarding attorney fees and community service hours assigned to defendants.

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	1/8/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/11/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court #1 / 021
DATE: Jan. 8, 2010
CURRENT POSITION TITLE: Bailiff / Interpreter
CURRENT SLOT. #: 0004
REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 44,100.00 (Current Budgeted Salary) $ 45,665.00 (Proposed Budgeted Salary) $ 1565.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☑ fe	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑ fe
N/A	☐		

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

Please consider the above increase due to addional duties consisting of maintaining status on case dispositions for indigent defense caseload and maintain status with probation department regarding attorney fees & community service hours assigned to defendants.

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	1-8-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/11/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court #1 /021
DATE: Jan. 8, 2010
CURRENT POSITION TITLE: Court Administrator / Interpreter
CURRENT SLOT. #: 0005
REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Adjustment

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

POSITION SALARY REQUEST:

Salary Amount: $ 44,835.— (Current Budgeted Salary) $ 46,835.— (Proposed Budgeted Salary) $ 2,000.— (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)

Please consider the above increase due to additional duties consisting of maintaining status on case dispositions for indigent defense caseload and maintain status with probation department regarding attorney fees + community service hours assigned to defendants.

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	1/8/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/11/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court At Law #1 (021) DATE: 02/19/10

CURRENT POSITION TITLE: Court Clerk (Temporary) CURRENT SLOT. #: T006

REQUESTED POSITION TITLE: Court Clerk (Temporary)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 18,720.00 (Current Budgeted Salary) $ 24,960.00 (Proposed Budgeted Salary) $ 6,240.00 (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 ☐ 12.00 Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ 12.00 x 2080 = 24,960.00 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

2/16/10	6/30/10	M-F, 8-5pm	40	4-5 mos.
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

Please consider the above request due to additional qualifications and duties. Employee has a degree and will be interpreting as well.

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 2/19/10
2. HUMAN RESOURCES DIRECTOR — DATE
3. DEPARTMENT OF BUDGET & MANAGEMENT — DATE 2/19/10
4. COMMISSIONERS COURT APPROVAL — DATE

FUNDING AVAILABLE IN DEPT. BUDGET ☐ YES ☐ NO

PERSONNEL PROCEDURES COMPLETED ☐ YES ☐ NO

BUDGET PROCEDURES COMPLETED ☐ YES ☐ NO

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: 20023

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, February 23, 2010

Summary of request/proposal:
The County Court At Law No. 1 is requesting approval of salary increases for the following positions as listed below, effective next full pay period (03/01/10).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Court Coordinator	0003	113	61,795.00	64,000.00	2,205.00
1100	Bailiff/ Interpreter	0004	113	44,100.00	45,665.00	1,565.00
1100	Court Admin./ Interp.	0005	113	44,835.00	46,835.00	2,000.00
1100	Court Clerk	T006	121	18,720.00	24,960.00	6,240.00
				169,450.00	181,460.00	12,010.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0- 1100-412-00-021-001-0- 113	CCL #1 - REG F/T EMPLOYEES	$4,863.60
0- 1100-412-00-021-001-0- 121	CCL #1 - TEMP F/T EMPLOYEES	$2,127.82
0- 1100-412-00-021-001-0- 211	CCL #1 - HEALTH INSURANCE	-
0- 1100-412-00-021-001-0- 212	CCL #1 - LIFE INSURANCE	-
0- 1100-412-00-021-001-0- 220	CCL #1 - FICA	$534.85
0- 1100-412-00-021-001-0- 230	CCL #1 - RETIREMENT	$463.01
0- 1100-412-00-021-001-0- 250	CCL #1 - UNEMPLOYMENT COMP	$34.96
0- 1100-412-00-021-001-0- 260	CCL #1 - WORKER'S COMP	-
	2010 Budgetary Impact	**$8,024.24**

2011 Budgetary Impact: **$14,132.17**

Possible Funding Sources: UNDETERMINED

Budget Office Recommendation:

Memo

To: Raul Silguero
From: Judge Rudy Gonzalez, County Court at Law No. 1
Date: January 5, 2010
Subject: Budget Amendment

We are respectfully requesting our 2010 Salary Schedule be modified as follows:

1. Adjust (increase) the budgeted salary for Court Coordinator, to $64,000.
2. Adjust (increase) the budgeted salary for Court Administrator, to $46,835.
3. Adjust (increase) the budgeted salary for Bailiff, to $45.665.

The total increase for the three positions is $5770.

If you have any questions, please do not hesitate to contact our office.

RODOLFO "RUDY" GONZALEZ

JUDGE, COUNTY COURT AT LAW NO. 1
HIDALGO COUNTY COURTHOUSE
100 N. CLOSNER, 3RD FLOOR
EDINBURG, TEXAS 78539
(956) 318-2375

Toni Garcia
COURT COORDINATOR
Cindi Cavazos, CSR
OFFICIAL COURT REPORTER

Dora A. Gutierrez
COURT ADMINISTRATOR
COURT INTERPRETER
Fred L. Horner
COURT BAILIFF

February 17, 2010

Ms. Dina Trevino
Budget Dept

RE: Agenda Item on Amending Salary of Full-Time Temporary Position

Dear Ms. Trevino:

We are respectfully requesting you place the following item on next week's agenda regarding the full-time temporary position for County Court at Law No. 1 which was previously approved by Commissioner's Court:

Name of Employee:	
Title:	Court Clerk
Department:	021
Hourly Employee Rate Amendment:	$9.00/hr amended to $12.00/hr from the funds allotted by Commissioner's Court for this temporary position

The reason for this request is that the employee does have a college degree and is bilingual.

Should you have any questions or concerns, please do not hesitate to contact our office at (956) 318-2375.

Thank you.

Sincerely,

Rodolfo "Rudy" Gonzalez

HIDALGO COUNTY
COUNTY COURT

Job Title: Bailiff/Interpreter **FLSA Status:** Non-Exempt

Dept. Code: 021 **Civil Service Status: Exempt**

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;
- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;

- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Bilingual

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of 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. 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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; stoop, kneel, and crouch.

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

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

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

HIDALGO COUNTY
COURT AT LAW

Job Title: Court Coordinator FLSA Status: NON-EXEMPT

Dept. No: 021 Civil Service Status: Exempt

SUMMARY:
Under general direction of County Court-At-Law Judge, inventory and manage the court's docket and calendar according to the Judge's policies and procedures. Ensures effectiveness and efficiency when assisting judge in administering courtroom procedures, providing information upon request on scheduled court proceedings within the courtroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Schedule court hearings and prepare court orders;
- Maintain court docket on civil and criminal causes;
- Make recommendations for any changes and/or solutions to the Judge concerning outdated procedure that may affect the efficiency of the court's docket and calendar as well as the personnel involved;
- Attend daily court hearings and take notes on each case;
- Ensure correct docket entries (from court hearings) are made on court files and computer system as a matter of record;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Enter dismissals, revocations of probation and nisi orders into computer system as a matter of record;
- Notify defendants, attorneys, and bondsmen of all settings;
- Make sure all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Appoint counsel in certain circumstances with the final approval of Judge;
- Ensure that all parties and/or court personnel are aware of Judge's policies and procedures and any changes that may occur;
- Assist in the courtroom, explain probationary orders to the defendant, and look up case number and/or information;
- Arrange for substitute court reporter as required;
- Assist and work with out of county docket;
- Answer a variety of questions from the public, via telephone and/or in person. Assist the public directly when possible and refer them to another office, if appropriate;
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- Not allow any unnecessary delays in case processing;
- Monitor trial settings not being reached;
- Schedule and conduct docket control conferences both telephonic and in person;
- Schedule trial settings as quickly as possible on next available trial week;

- Inventory all cases assigned to the court;
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Responsible for arraignments and notices of same;
- Assist with waiver of arraignments including dates held and dates for pre-trials and pleas of guilty;
- Address employees' complaints and/or needs and resolve problems;
- Responsible for the jury system, requesting juries, including excusing juror when they are assigned to court (with Judge's approval);
- Provide copies of jury lists and other resources to Judge;
- Maintain awareness of new developments in court administration and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- Answer all administrative questions to enable the Judge more bench time and research work time; however, any irregular problems must be discussed with the Judge and the course of action to be taken;
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;
- Administer and maintain the department's budget, processing requisitions, obtaining purchase orders;
- Assist with jail list and/or requesting inmates for hearings on a daily basis;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.);
- Keep the Judge's personal calendar updated;
- Prepare and submit time sheets, change of status, etc., and maintain personnel files of employees;
- Keep an inventory of supplies and equipment for the court;
- Schedule meetings with and for the Judge and any other task assigned by the Judge;
- Attend seminars, i.e., Court Administration series sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court;
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED;
- Bachelor of Science in Criminal Justice; and/or
- Former Probation Officer; and/or
- Former paralegal for a law office; and/or
- Any combination of experience and training which provides the required knowledge, skills, and abilities to perform the duties required;
- Must have good computer skills;
- Bilingual.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance Carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;
- Ability to train and supervise others;
- Ability to maintain effective working relationships with members of the judiciary, other county employees, and the public;
- Must possess an expertise in the field of court administration.

LANGUAGE SKILLS:

- Ability to read, analyze, and interpret legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

HIDALGO COUNTY
COURT AT LAW

Job Title: Court Administrator/Interpreter FLSA Status: NON-EXEMPT

Dept. No: 021 Civil Service Status: Exempt

SUMMARY:
Under general direction of County Court-At-Law Judge, inventory and manage the court's docket and calendar according to the Judge's policies and procedures. Ensures effectiveness and efficiency when assisting judge in administering courtroom procedures, providing information upon request on scheduled court proceedings within the courtroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Schedule court hearings and prepare court orders;
- Maintain court docket on civil and criminal causes;
- Make recommendations for any changes and/or solutions to the Judge concerning outdated procedure that may affect the efficiency of the court's docket and calendar as well as the personnel involved;
- Attend daily court hearings and take notes on each case;
- Ensure correct docket entries (from court hearings) are made on court files and computer system as a matter of record;
- Complete and review various court-related forms, assure documents are complete, i.e. dates filled in, all necessary signatures obtained in appropriate places;
- Enter dismissals, revocations of probation and nisi orders into computer system as a matter of record;
- Notify defendants, attorneys, and bondsmen of all settings;
- Make sure all documents, passes and postponements of hearings or settings are approved by the Court before notifying attorneys of same;
- Assist with printing and preparing criminal/civil docket for next scheduled day court activities;
- Appoint counsel in certain circumstances with the final approval of Judge;
- Ensure that all parties and/or court personnel are aware of Judge's policies and procedures and any changes that may occur;
- Assist in the courtroom, explain probationary orders to the defendant, and look up case number and/or information;
- Arrange for substitute court reporter as required;
- Assist and work with out of county docket;
- Answer a variety of questions from the public, via telephone and/or in person. Assist the public directly when possible and refer them to another office, if appropriate;
- Answer questions of the news media concerning policies and procedures of the court but not about specific cases that are being tried, or going to be tried, which may have a direct bearing on the outcome;
- Make arrangements for Judge and/or any other staff to attend seminars such as registration for seminar and hotel and airline reservations;
- Act as liaison between Judge and counsel;
- Take dictation and prepare correspondence to counsel;
- Review files and make sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- Not allow any unnecessary delays in case processing;
- Monitor trial settings not being reached;
- Schedule and conduct docket control conferences both telephonic and in person;
- Schedule trial settings as quickly as possible on next available trial week;

- Inventory all cases assigned to the court;
- Train employees with Judge's approval
- Plan, assign, and direct work;
- Responsible for arraignments and notices of same;
- Assist with waiver of arraignments including dates held and dates for pre-trials and pleas of guilty;
- Address employees' complaints and/or needs and resolve problems;
- Responsible for the jury system, requesting juries, including excusing juror when they are assigned to court (with Judge's approval);
- Provide copies of jury lists and other resources to Judge;
- Maintain awareness of new developments in court administration and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- Answer all administrative questions to enable the Judge more bench time and research work time; however, any irregular problems must be discussed with the Judge and the course of action to be taken;
- Report to Judge regarding any problems, suggestions, or recommendations for the efficiency of the Court;
- Administer and maintain the department's budget, processing requisitions, obtaining purchase orders;
- Assist with jail list and/or requesting inmates for hearings on a daily basis;
- Perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, typing, scheduling meetings, in-office filing, etc.);
- Keep the Judge's personal calendar updated;
- Prepare and submit time sheets, change of status, etc., and maintain personnel files of employees;
- Keep an inventory of supplies and equipment for the court;
- Schedule meetings with and for the Judge and any other task assigned by the Judge;
- Attend seminars, i.e., Court Administration series sponsored by the Texas Center for the Judiciary, whenever possible that have a direct bearing on the court and may possibly help the future management of the court;
- Serve as an interpreter for all criminal and civil cases before the court;
- Attend continuing education classes for Licensed Court Interpreters;
- Broaden the knowledge of all personnel in the court as to how their performance has a direct bearing on the efficiency of the court.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED;
- Bachelor of Science in Criminal Justice; and/or
- Former Probation Officer; and/or
- Former paralegal for a law office; and/or
- Any combination of experience and training which provides the required knowledge, skills, and abilities to perform the duties required;
- Must have good computer skills;
- Bilingual;
- Must be a Licensed Spanish Court Interpreter.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance Carrier.

OTHER SKILLS AND ABILITIES:

- Knowledge of court policy and procedures;
- Ability to communicate effectively orally and in writing;
- Ability to train and supervise others;
- Ability to maintain effective working relationships with members of the judiciary, other county employees, and the public;
- Must possess an expertise in the field of court administration.

LANGUAGE SKILLS:

- Ability to read, analyze, and interpret legal documents;
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

HIDALGO COUNTY
County Court #1

Job Title: Court Clerk **FLSA Status: Non-Exempt**

Department Code: 021 **Civil Service Status: Exempt**

SUMMARY:
Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices. Does not supervise any employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Make copies
- File forms and files
- Fax documents
- Prepare forms
- Retrieve files
- File documents in the District Clerk's Office
- Input information into the computer
- May act as receptionist; answer telephone and provide services to the general public
- Conduct limited research of records
- Merge and edit legal documents in the computer
- Contact State agencies
- Regular attendance
- Get along with co-workers

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

EDUCATION AND EXPERIENCE:
- High School diploma or general education degree (GED)
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- Must have a clear criminal record.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of 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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

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 office equipment

Maintain mental capacity, which permits:

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

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-021-001-0

AI - 20023

CCL #1

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	JUDGE COURT-AT-LAW	142,915.00	0.00	0.00	0	0.00	0.00	142,915.00	142,915.00	0.00	0.00	0.00	8,000.00	0.00	150,915.00
0002	113	COURT REPORTER	77,000.00	3,000.00	80,000.00	0	0.00	0.00	80,000.00	77,000.00	360.00	0.00	0.00	0.00	0.00	77,360.00
								PROSPOSED ADJUSTMENT $2,205.00	**PROPOSED NEW BUDGETED SALARY $64,000.00**							
0003	**113**	**COURT COORDINATOR**	**61,794.60**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~61,794.60~~**	**61,795.00**	**720.00**	**0.00**	**0.00**	**0.00**	**0.00**	**62,515.00**
								PROSPOSED ADJUSTMENT $1,565.00	**PROPOSED NEW BUDGETED SALARY $45,665.00**							
0004	**113**	**BAILIFF/INTERPRETER**	**44,100.00**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~44,100.00~~**	**44,100.00**	**480.00**	**0.00**	**0.00**	**0.00**	**0.00**	**44,580.00**
								PROSPOSED ADJUSTMENT $2,000.00	**NEW BUDGETED SALARY $ 46,835.00**							
0005	**113**	**COURT ADMINISTRATOR/INTERPRETER**	**44,835.00**	**0.00**	**0.00**	**0**	**0.00**	**~~0.00~~**	**~~44,835.00~~**	**44,835.00**	**0.00**	**6,000.00**	**0.00**	**0.00**	**0.00**	**50,835.00**
								PROSPOSED ADJUSTMENT $6,240.00	**NEW BUDGETED SALARY $ 24,960.00**							
0006	**121**	**COURT CLERK**	**0.00**	**18,720.00**	**18,720.00**	**0**	**0.00**	**~~0.00~~**	**~~18,720.00~~**	**18,720.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**50,835.00**
			370,644.60	21,720.00	21,720.00		0.00	12,010.00	404,375.00	389,365.00	1,560.00	6,000.00	0.00	8,000.00	0.00	386,205.00

AI-19955 **14.A.**

Border Security Equipment and Technology Program Grant (BSET) - Grant Period Extension

CC REGULAR

Date:	02/23/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to accept grant period extension for the Border Security Equipment and Technology Program (BSET) Grant with the Texas Division of Emergency Management, Office of the Governor. New termination date is August 31, 2010.

BACKGROUND

The prior grant period was February 15, 2008 to December 31, 2009. GDEM Grant Number: BSET-08-003.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Grant period Extension.
Before--> Feb. 15, 2008 thru Dec. 31,2009
New-----> Feb. 15, 2008 thru Aug. 31,2010

Attachments

Link: BSET.extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/17/2010 10:42 AM	APRV
2	Budget & Management	Erika Zamora	02/17/2010 11:32 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/18/2010 09:03 AM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

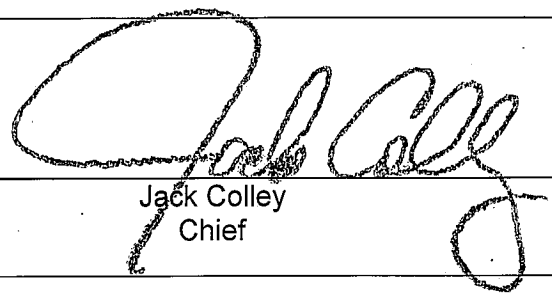
Form Started By: Emilia Uriegas — Started On: 02/17/2010 10:00 AM

Final Approval Date: 02/19/2010

GRANT ADJUSTMENT NOTICE

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Program Title:	Border Security Equipment and Technology (BSET) Program
Funding Instrument:	General Appropriations Act, Article IX, Section 19.69c, 80th Legislature
Administered by:	Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
GDEM Grant Number:	BSET-08-003
Recipient:	Hidalgo County Sheriff's Office (Hidalgo County)
Amount of Grant:	
Period of Grant:	15 February 2008 through 31 August 2010
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☐ Close-out Document ☒ Grant Period Extension
Grant Adjustment #:	2

AGENCY APPROVAL

Jack Colley Chief
Date: 12/21/2009

AI-19966 **14.B.**

Sheriff's Office Equitable Sharing Agreement And Certification Report

CC REGULAR

Date:	02/23/2010
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Requesting authorization to amend the 2008 Equitable Sharing Agreement and Certification Report and authorize the County Judge to execute said report.

2. Requesting authorization for the County Judge to execute the 2009 Equitable Sharing Agreement and Certification Report.

BACKGROUND

Amendment of the 2008 report is due to reimbursements received during January 2009, which reduced expenditures for 2008.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; for agreement execution only.

Attachments

Link: 2008 Agreement & Certification Report

Link: 2009 Agreement & Certification Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/17/2010 03:37 PM	APRV
2	Budget & Management	Erika Zamora	02/17/2010 03:38 PM	APRV
3	Manuel Chapa	Angela Garcia	02/19/2010 09:47 AM	APRV
4	Perla Lopez	Perla Lopez	02/19/2010 02:16 PM	APRV
5	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 02/17/2010 01:25 PM

Final Approval Date: 02/19/2010

AI-19961 **15.B.**

Human Services

CC REGULAR

Date:	02/23/2010
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

Approval of County Indigent Health Care Program Confidentiality Agreement for the following Human Services Division staff :

Employee ID# 078735, 051381, 157724, 147672, 052698, 138932, 065455, 083194, 078433, 147958, 160849

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: agreements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:13 PM	APRV
2	Manuel Chapa	Angela Garcia	02/19/2010 09:47 AM	APRV
3	Perla Lopez	Perla Lopez	02/19/2010 10:39 AM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 02/17/2010 10:54 AM

Final Approval Date: 02/19/2010

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
Anna B. Rios	Eligibility Specialist
County	**Telephone Number (Including Area Code)**
Hidalgo	(956)632-6586

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

I understand that I am responsible for my actions and the actions of any county staff member who may receive this information and who is under my direct control and supervision.

I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Anna B. Rios — Staff Member's Signature

2-16-10 — Date

County Judge Signature

Date

April 2008

18735

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
LAURA VILLA	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-969-5587

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

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I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Laura Villa — Staff Member's Signature

2/4/2010 — Date

County Judge Signature

Date

April 2008

051381

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
JUAN RODRIGUEZ	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-661-2441

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

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I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.



Staff Member's Signature

2-10-10
Date

County Judge Signature

Date

April 2008

151724

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
Maricela G. Cerda	Eligibility Specialist
County	**Telephone Number (Including Area Code)**
Hidalgo County	956.971.5645

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

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I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Maricela G Cerda — Staff Member's Signature

2-11-10 — Date

County Judge Signature

Date

April 2008

147672

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
ANA SALINAS	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-323-1980

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

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I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Ana Salinas — Staff Member's Signature

2/15/10 — Date

County Judge Signature

Date

April 2008

052698

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
MIRIAM GONZALEZ	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-318-2087

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

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I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

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I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Miriam Gonzalez — Staff Member's Signature

2/5/10 — Date

County Judge Signature

Date

April 2008

138932

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
NORMA SALDANA	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-318-2087

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Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

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Norma Saldana — Staff Member's Signature

2/04/10 — Date

County Judge Signature

Date

065 455

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
XAVIER GARCIA	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-682-0824

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

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Staff Member's Signature — Date: 2-4-10

County Judge Signature — Date

April 2008

083194

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
JOSE GARCIA	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO	956-682-0824

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Jose M. Garcia — Staff Member's Signature — 2/8/10 — Date

County Judge Signature — Date

0078433

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
MAYRA CANTU	**ELIGIBILITY SPECIALIST**
County	**Telephone Number (Including Area Code)**
HIDALGO	**956-682-0824**

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I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Mayra Cantu
Staff Member's Signature

2/4/10
Date

County Judge Signature

Date

April 2008

147958

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
JORGE E. GARCIA	ELIGIBILITY SPECIALIST
County	**Telephone Number (Including Area Code)**
HIDALGO COUNTY	(956) 318-2011

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Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

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I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Jorge E. Garcia — Staff Member's Signature

2/16/2010 — Date

County Judge Signature

Date

April 2008

160849

AI-19994 **16.A.**

Cell Phone Request Form

CC REGULAR

Date:	02/23/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Comm. Pct. #3:
1. Authorization to purchase through the County's membership/participation with CONTRACT: C-09-231-09-22 (REQUISITION # 170798 and 170802) with awarded vendor HEB WIRELESS for the following service:

Quantity:	Description:	Department:	Employee:	Cell Phone Number:
1	UT Starcomm CDM7025	Comm. Pct. 3	Eduardo Martinez	New Activation

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-123-001-0-619

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

BUDGETARY IMPACT:

Available funds in Requisition #170798 as of 2/18/10 is $55.00 for HEB Wireless, Inc.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-432-00-123-001-0-532

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

BUDGETARY IMPACT:

Available funds in Requisition #170802 as of 2/18/10 is $275.00 for HEB Wireless, Inc. Service from March - December (10 months).

Attachments

Link: request form

Link: Requisitions 170798 & 170802

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:47 AM	APRV
2	Perla Lopez	Perla Lopez	02/18/2010 09:40 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Griselda Salazar

Started On: 02/17/2010 04:37 PM

Final Approval Date: 02/19/2010

CELLULAR PHONE REQUEST FORM - W.1.3
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service
☐ Equipment Replacement
☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Martinez, Eduardo #084891 Signature Eduardo Martinez

Quantity: 1

Service: $ 27.50 /mo (x) 12 months = $330.00 Account: 10-1100-432-00-123-001-0 -532

Service: $ 55.00 / mo (x) 1 months = $55.00 Account: 10-1100-432-00-123-001-0 -619/664

Requisition Total: $385.00 Requisition Number:

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

Signature Joe M. Flores Print Name 2-11-2010 Date

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

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance

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.

Requisition

Req # 00170798

PO #

Date: 02/17/10

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: **GEORGE**
956-585-4509

Contract No: **C-09-231-09-22**

Special Instructions:
REQ. 2102

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVED BY GEORGE OCANA DO NOT DUPLICATE ORDER		
1.00	EACH	PURCHASE OF CEL PHONE (EDUARDO MARTINEZ)	35.00	35.00
1.00	EACH	PHONE CASE	10.00	10.00
1.00	EACH	PHONE CHARGER	10.00	10.00
		Account No	Encumbrance	
		0-1100-432-00-123-001-0-619	55.00	
			Freight	.00
			Total	55.00
		PURCHASE OF CELL PHONE FOR EDUARDO MARTINEZ		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00170802

PO #

Date: 02/17/10

Bill To: x
x

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

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: GEORGE
956-585-4509

Contract No: C-09-231-09-22

Special Instructions:
REQ. 2109

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		APPROVED BY GEORGE OCANA DO NOT DUPLICATE ORDER		
10.00	MONTH	MONTHLY CELL SERVICE FOR EDUARDO MARTINEZ	25.00	250.00
10.00	EACH	FEDERAL TAXES AND FEES (@2.50 PER LINE PER MONTH)	2.50	25.00
		Account No	Encumbrance	
		0-1100-432-00-123-001-0-532	275.00	
			Freight	.00
			Total	275.00
		SERVICE FOR 1 PHONE (EDUARDO MARTINEZ)		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-20007 **16.B.**

Cell Phone Request

CC REGULAR

Date:	02/23/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Comm. Pct. #3:
1. Authorization to purchase through the County's membership/participation with CONTRACT: HGAC CW05-02 (REQUISITION # 170942) with awarded vendor SPRINT for the following service:

Description:	Department Name:	Employee Name:	Cell Phone Number:	Service Provider:	Service Plan:	Equipment:
Transferring From	Comm. Pct. 3	Domingo Villarreal	956-279-4010	HEB Wireless	POCKET $25/ Unlimited Talk, Text & US Long Distance	UT Starcomm CDM7025
Transferring To:	Comm. Pct. 3	Domingo Villarreal	956-279-4010	SPRINT	SPRINT BE1000 Plan $55.00	IC 502

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-532

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

BUDGETARY IMPACT:

Available funds in Requisition #170942 as of 2/19/10 is $660.00 for Sprint.

Attachments

Link: request form

Link: requisition 170942

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 01:14 PM	APRV
2	Perla Lopez	Perla Lopez	02/19/2010 09:19 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Griselda Salazar

Started On: 02/18/2010 11:27 AM

Final Approval Date: 02/19/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

XX County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Domingo Villarreal Jr. Employee ID# 019135 Signature: Domingo Villarreal Jr.

DEPARTMENT: Hidalgo County Precinct3 DEPT #: 123

Quantity: 1

Service: $55.00/mo (x) 12 months = 660 Account: 0-1203-431-00-123-005-0 -532

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

Requisition Total: 660.00 Requisition Number: 170942

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

Signature | Print Name | Date: 2/18/10

(4) Executive Office Authorization:

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees -or-

☒ SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees

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

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 1/21/2009

Requisition

Req # 00170942

PO #

Date: 02/18/10

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: **Mingo Villarre**
956-585-4509

Contract No: **HGAC-CW05-02**

Special Instructions:
Req#1019

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
11.00		Sprint BE1000 Plan For Domingo Villarreal Jr. Coordinator	55.00	605.00
11.00		Monthly Tax and Fees	5.00	55.00
		Account No	Encumbrance	
		0-1203-431-00-123-005-0-532	660.00	
			Freight	.00
			Total	660.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-19976 **17.A.**

FY 2009 Annual Asset Forfeiture Reports
CC REGULAR

Date:	02/23/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Requesting authorization for the County Judge to execute the following:
1. FY 2009 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency - Hidalgo County HIDTA Task Force
2. FY 2009 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency - Hidalgo County Constable Precinct 3
3. FY 2009 Equitable Sharing Agreement and Certification Report - Hidalgo County HIDTA Task Force
4. FY 2009 Equitable Sharing Agreement and Certification Report - Hidalgo County District Attorney's Office

BACKGROUND

The annual reports being submitted are prerequisites as per grant terms, state and federal guidelines. Reports are being submitted to the Texas Attorney General, U.S. Department of Justice, and the U.S. Department of Treasury, respectively. The Hidalgo County Auditor's Office reviewed said reports.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Submittal of annual reports to agencies does not require funding; no fiscal impact.

Attachments

Link: FY2009 Chapter 59-HIDTA

Link: FY2009 Chapter 59-Constable3

Link: FY 2009 Equitable Sharing-HIDTA

Link: FY 2009 Equitable Sharing-DA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 01:10 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/18/2010 04:41 PM	APRV

3	Auditor's Office	02/19/2010 05:15 PM	NEW
Form Started By: Nelda Olivarez		Started On: 02/17/2010 02:51 PM	
Final Approval Date: 02/19/2010			

FY 2009
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: **Hidalgo County High Intensity Drug Trafficking Area (H.I.D.T.A.) Task Force**

Reporting Period: (local fiscal year) **01/01/09 - 12/31/09**

Agency Mailing Address: **P.O. Box 5719**
McAllen, Texas 70502-5719

example: 01/01/09 to 12/31/09, 09/01/08 to 08/31/09 etc.

Phone (1) Number: **(956) 381-0444**

County: **Hidalgo County**

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ **1,723,996.00**

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ **144,642.00**

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to be a pace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest)..... $ **98,597.00**

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ **3,000.00**

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold, is to be sold, list under "Proceeds Received by Reporting Agency from Sales of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note- this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.	**27**	**25**	**1**
2) REAL PROPERTY (Count each parcel seized as ONE (1) item)	**0**	**0**	**0**
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as ONE (1) item)	**0**	**0**	**0**
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	**1**	**0**	**0**
5) Other Property: Description: **See Attachment A**	**52**	**47**	**0**
Other Property: Description:			
Other Property: Description:			

III Proceeds Received by Reporting Agency from Sale of Above-Listed property (Categories 1 through 5)..... $ **56,306.00**

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the Total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ 0.00

B. Vehicles.- (should be a number not a currency amount)..... 0

C. Other - (should be a number not a currency amount)..... 0

V. Interest Earned on Forfeited Funds During Reporting Period..... $ **6,775.00**

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category .

Salaries	$	347,653.00
Overtime	$	40,544.00
Equipment (includes vehicles, computers & software, maintenance costs, etc.	$	1,742.00
Supplies (includes cellular air time, miscellaneous commodities	$	0.00
Travel	$	0.00
Paid to or Shared with Cooperating Agency	$	0.00
Confidential Informant Payments	$	0.00
Prevention / Treatment Programs	$	0.00
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$	0.00
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	$	0.00

Other: (attach additional sheets if necessary)

Description: _____ _____

Description: _____ _____

Description: _____ _____ Other Total $ 0.00

TOTAL EXPENDITURES: $ 389,939.00

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: Rene A. Ramirez

TITLE: Hidalgo County Judge

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

renee.gray@oag.state.tx.us
(512) 305-8882

kent.richardson@oag.state.tx.us
(512)936-1348
FAX(512)494-8283

B) Other Property

Please note- this should be a number not a currency amount.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
5) Other Property: Description: *MISCELLANEOUS*	52	47	

Case No.	SEIZED ITEMS	Other Description	Seized Date	TF CASE No.	Date Awared to HIDTA	Remarks
0079-09-H	16 BOXES MISC - AUTO PART		12/22/08	08-12-023	05/05/09	SOLD
3614-09-B	WATCH, MEN'S MOVADO BLACK		12/15/09	09-12-015		**PENDING JUDGMEN**
3623-09-H	ONE (1) TV PANASONIC LCD	SN#MA91971037	12/08/09	9-12-009		**PENDING JUDGMEN**
3623-09-H	TREADMILL, HORIZON	SN#SNTM204F06111659	12/08/09	9-12-009		**PENDING JUDGMEN**
3623-09-H	PLAY STATION 3,	SN#CG214036826-CDCH-2001A	12/08/09	9-12-009		**PENDING JUDGMEN**
3623-09-H	ONE (1) GPS GARMIN NUVI	SN#1ED263570	12/08/09	9-12-009		**PENDING JUDGMEN**
1036-09-I	FORTY-SIX(46) MISCELLANEOUS APPLIANCES			09-03-022	09/30/09	PENDING AUCTION
	ONE (1) -ELECTRIC COFFEE MAKER			09-03-022	09/30/09	PENDING AUCTION
	TWELVE (12)-ELEC STAINLESS TELL MEAT SLICER COOKS			09-03-022	09/30/09	PENDING AUCTION
	THREE (3) -6 BURGER GRILL COKS			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-FLEISCHWOLF NEAT GRINDER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-COFFEE ON THE RUN COOKS			09-03-022	09/30/09	PENDING AUCTION
	THREE (3)-BELGIAN WAFFLE COOKS			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-7 CUP STAINLESS STEEL ELECTRIC TEA KETTLE			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-10 CUP THERMAL COFFEE MAKER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-5 / 1 POWER BLENDER COOKS			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-AERO GARDEN			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-12 CUP PROGRAMMABLE COFFEE MAKER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-ELECTRIC MEAT GRINDER COOKS			09-03-022	09/30/09	PENDING AUCTION
	TWO (2)-BOXES OF MISCELLANEOUS ORNAMENTS			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-IONIC PRO AIR PURIFIER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-LASER BEAM SAFE TOY			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-FARBERWARE STEAM ESPRESSO MAKER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-MARGARITA OASIS BLENDER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-HARD ANODIZED PRESSURE COOKS			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-WAFFLE MAKER (NO BOX)			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-ELECTRIC MOTOR			09-03-022	09/30/09	PENDING AUCTION
	THREE (3)-MEAT SLICERS			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-KEG DISPENSER			09-03-022	09/30/09	PENDING AUCTION
	THREE (3)-COFFEE POTS			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-PRESSURE COOKER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-COOKER			09-03-022	09/30/09	PENDING AUCTION
	ONE (1)-ICE CREAM MAKER			09-03-022	09/30/09	PENDING AUCTION

FY 2009
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name:	**Constable Lazaro Gallardo** **Hidalgo County Constable Precinct 3**	Reporting Period: (local fiscal year)	**01/01/09 - 12/31/09**
Agency Mailing Address:	**730 N. Breyfogle Suite 8** **Mission, TX 78574**	example:	01/01/09 to 12/31/09, 09/01/08 to 08/31/09 etc.
Phone Number:	**(956) 581-6800**		
County:	**Hidalgo County**		

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ **19,792.00**

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0.00

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ **0.00**

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to be a pace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest)..... $ **0.00**

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ **0.00**

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold, is to be sold, list under "Proceeds Received by Reporting Agency from Sales of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note- this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.	**0**	**0**	**0**
2) REAL PROPERTY (Count each parcel seized as one item)	**0**	**0**	**0**
3) COMPUTERS (Include computer and attached system components such as printers and monitors, as one item)	**0**	**0**	**0**
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	**0**	**0**	**0**
5) Other Property: Description:_____	**0**	**0**	**0**
Other Property: Description:_____			
Other Property: Description:_____			

III Proceeds Received by Reporting Agency from Sale of Above-Listed property (Categories 1 through 5)..... $ **0.00**

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the Total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ **0.00**

B. Vehicles.- (should be a number not a currency amount)..... 0

C. Other - (should be a number not a currency amount)..... 0

V. Interest Earned on Forfeited Funds During Reporting Period..... $ **68.00**

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries		$ 0.00
Overtime		$ 0.00
Equipment (includes vehicles, computers & software, maintenance costs, etc		$ 10,317.00
Supplies (includes cellular air time, miscellaneous commodities		$ 0.00
Travel		$ 2,355.00
Paid to or Shared with Cooperating Agency		$ 0.00
Confidential Informant Payments		$ 0.00
Prevention / Treatment Programs		$ 0.00
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)		$ 0.00
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)		$ 0.00

Other: (attach additional sheets if necessary)

Description:	Wireless/Cell phone monthly service expense	$829.00	
Description:		$0.00	
Description:			Other $829.00
			Total $ 12,672.00
TOTAL EXPENDITURES:			$ **13,501.00**

CERTIFICATION

NAME OF AGENCY OFFICIAL: Rene A. Ramirez

TITLE: Hidalgo County Judge

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

renee.gray@oag.state.tx.us kent.richardson@oag.state.tx.us
(512)936-1348
FAX(512)494-8283

ATTACHMENT 1

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Other: (attach additional sheets if mecessary) **$ 829.28**

Check Amount	*Vendor*	*Check Number*	*Check Date*	*Invoice Number*
$ 149.12	Sprint	349396	1/26/2010	767543384
420.08	Sprint	349397	1/26/2010	767543384
260.08	Sprint	349398	1/26/2009	767543384

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

○ Police Department ○ Sheriff's Office ◉ Task Force (Complete Table A, page2)
○ Prosecutor's Office ○ Other (specify) _____

Agency Name: Hidalgo County HIDTA Task Force

NCIC/ORI/Tracking Number: T X 1 0 8 2 7 0 0

Street Address: P.O. Box 5718

City: McAllen **State:** TX **Zip:** 78502

Contact: Title: Commander First: Dora L. Last: Munoz

Contact Phone: (956) 381-0444 **Contact Fax:** (956) 381-8722

Contact e-mail: dmunoz@stx.hidta.net

Last Fiscal Year End: 12/31/2009

○ **New Participant:** Read the Equitable Sharing Agreement (page 6) and sign the Affidavit (page 7)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 6), and sign the Affidavit (page 7)

○ **Change in Administration:** Select to report change to Agency or Governing Body head DURING the current fiscal year. Read the Equitable Sharing Agreement (page 6) and sign the Affidavit (page 7).

○ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 6), and sign the Affidavit (page 7).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$440,127.51	$240,349.23
2	Federal Sharing Funds Received	$132,170.44	$86,234.72
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 3)		
4	Other Income	$0.00	$0.00
5	Interest Income Accrued Check box if non-interest-bearing account ☐	$1,251.94	$1,467.70
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$573,549.89	$328,051.65
7	Federal Sharing Funds Spent (total of lines a - n below)	$0.00	$101,706.17
8	Ending Balance (difference between line 7 and line 6)	$573,549.89	$226,345.48

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees (See Guide to Equitable Sharing)	$0.00	$0.00
b	Total spent on overtime	$0.00	$0.00
c	Total spent on informant and "buy money"	$0.00	$17,000.00
d	Total spent on travel and training	$0.00	$12,108.43
e	Total spent on communications and computers	$0.00	$16,464.32
f	Total spent on firearms and weapons	$0.00	$18,498.36
g	Total spent on body armor and protective gear	$0.00	$0.00
h	Total spent on electronic surveillance equipment	$0.00	$0.00
i	Total spent on building and improvements	$0.00	$0.00
j	Total spent on other law enforcement expenses (complete Table C, page 3)	$0.00	$37,635.06
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 4)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 4)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 4)		
n	Total spent on matching grants (complete Table G, page 4)		
	Total	$0.00	$101,706.17

Miscellaneous Data

o	Agency's budget for current fiscal year	$1,440,684.44	
p	Jurisdiction's budget for current fiscal year	$248,902,582.81	
q	Appraised Value of Other Assets Received		

Table A: Members of Task Force

Agency Name	Address
Hidalgo Count HIDTA Task Force	P.O. Box 5719 McAllen, TX 78502
Hidalgo County Criminal District Attorney	100 N. Closner Edinburg, TX 78539
Hidalgo County Constable's Office Prct 3	730 N. Breyfogle Suite B Mission, TX 78592
McAllen Independent School Dist PD (K-9)	2000 N. 23rd St. McAllen, TX 78501
Texas Alcohol & Beverage Commission	McAllen, TX
Texas National Guard	McAllen, TX

Bureau of Alcohol,Tobacco&Firearms (ATF	McAllen, TX
Drug Enforcement Administration (DEA)	McAllen, TX
Federal Bureau of Investigation (FBI)	McAllen, TX
Internal Revenue Service (IRA)	McAllen, TX
U.S. Marshal's Service (USMS)	McAllen, TX
Immigration & Customs Enforcment (INC)	McAllen, TX

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State		Justice Funds	Treasury Funds
Date	Agency Name		
	NCIC/ORI/Tracking Number		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Hauling & Freight Service (seized vehicles)	$0.00	$630.00
Repair & Maintenance Services - equipment and vehicles	$0.00	$1,891.95
Rental of equipment and vehicles	$0.00	$122.00
Postage and express mail charges	$0.00	$657.59
Advertising - legal ads	$0.00	$8,163.20
Printing - business cards,letterhead, case binders	$0.00	$1,623.13
Office Supplies	$0.00	$4,325.24
Police Supplies	$0.00	$691.00
Safety Supplies	$0.00	$304.00
Gasoline	$0.00	$36.80
Bottle Water / Office use	$0.00	$189.75
Reference Materials	$0.00	$38.80
Repairs and Maintenance Supplies - Tires	$0.00	$1,086.54

Office Furniture - Rotary Action Filing Cabinets	$0.00	$6,000.00
Court Cost - payable to District Clerk	$0.00	$9,974.05
Court Cost - Civil Processing fee	$0.00	$197.00
Late fee, penalties, and finance charges	$0.00	$182.83
Other - associated with destruction of evidence destruction (	$0.00	$869.18
Other -associated with investigation and seizure expense	$0.00	$502.00
Dues and Memberships - annual fee for ORCIC (data base)	$0.00	$150.00

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State		Justice Funds	Treasury Funds
Date	Agency Name		
	NCIC/ORI/Tracking Number		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Civil Rights Cases

	Name of Case	Type of Discrimination Alleged				Status
		☐ Race	☐ Color	☐ National Origin	☐ Gender	○ Settled
		☐ Disability	☐ Age	☐ Other		○ Pending

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 7) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide.*

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency? ○ **Yes** ◉ **No**

If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.

Agency Head		**Governing Body Head**	
Signature:		Signature:	
Name:	Rene Guerra	Name:	Rene Ramirez
Title:	District Criminal Attorney	Title:	County Judge
Date:		Date:	

Final Instructions:

Step 1: Click button to save in PDF format for your records
Step 2: Click button to save in XML format
Step 3: E-mail the XML file as attachment to aca.submit@usdoj.gov
Step 4: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344

Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.

FOR AGENCY USE ONLY
Entered by _____

Entered on _____

FY End: 12/31/2009

NCIC: TX1082700 Agency: Hidalgo County HIDTA Task Force Phone: (956) 381-0444

State: TX Contact: Dora L. Munoz E-mail: dmunoz@stx.hidta.net

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◉ **Prosecutor's Office** ◯ **Other (specify)** _____

Agency Name: Hidalgo County District Attorney's Office

NCIC/ORI/Tracking Number: T X 1 0 8 0 1 5 A

Street Address: 100 N. Closner

City: Edinburg **State:** TX **Zip:** 78539

Contact: Title: Mr. First: Roy Last: Cazares

Contact Phone: (956) 318-2300 **Contact Fax:** (956) 318-2078

Contact e-mail: roy.cazares@da.co.hidalgo.tx.us

Last Fiscal Year End: 12/31/2009

◯ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◯ **Change in Administration:** Select to report change to Agency or Governing Body head DURING the current fiscal year. Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5).

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$0.00	$0.00
2	Federal Sharing Funds Received	$0.00	$0.00
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$0.00	$0.00
5	Interest Income Accrued Check box if non-interest-bearing account ☐	$0.00	$0.00
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$0.00
7	Federal Sharing Funds Spent (total of lines a - n below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$0.00	$0.00

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees (See Guide to Equitable Sharing)		
b	Total spent on overtime		
c	Total spent on informant and "buy money"		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on firearms and weapons		
g	Total spent on body armor and protective gear		
h	Total spent on electronic surveillance equipment		
i	Total spent on building and improvements		
j	Total spent on other law enforcement expenses (complete Table C, page 3)		
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
n	Total spent on matching grants (complete Table G, page 3)		
	Total	$0.00	$0.00

Miscellaneous Data

o	Agency's budget for current fiscal year	$7,812,351.61	
p	Jurisdiction's budget for current fiscal year	$248,902,582.81	
q	Appraised Value of Other Assets Received		

Table A: Members of Task Force

Agency Name	Address

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State		Justice Funds	Treasury Funds
Date	Agency Name		
	NCIC/ORI/Tracking Number		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State		Justice Funds	Treasury Funds
Date	Agency Name		
	NCIC/ORI/Tracking Number		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Civil Rights Cases

	Name of Case	Type of Discrimination Alleged				Status
		☐ Race	☐ Color	☐ National Origin	☐ Gender	◯ Settled
		☐ Disability	☐ Age	☐ Other _____		◯ Pending

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice and/or Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency? ○ Yes ◉ No

If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.

Agency Head		**Governing Body Head**	
Signature:		Signature:	
Name:	Rene Guerra	Name:	Rene Ramirez
Title:	District Criminal Attorney	Title:	County Judge
Date:		Date:	

Final Instructions:

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Entered by _____

Entered on _____

FY End: 12/31/2009

NCIC: TX108015A Agency: Hidalgo County District Attorney's Office Phone: (956) 318-2300

State: TX Contact: Roy Cazares E-mail: roy.cazares@da.co.hidalgo.tx.us

AI-19980 **18.A.**

Subrecipient Agreement amendment

CC REGULAR

Date:	02/23/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of an amendment to the Subrecipient Agreement with Mid Valley Boys & Girls Club (Youth Services) in the total amount of $66,640.00 for the Urban County Program Year 22 (2009).

BACKGROUND

Additional funding will be utilized for the reimbursement of salaries for recreational leaders, program coordinators, and unit directors providing direct services to members from the City of Weslaco to include, but not limited to the purchase of recreational equipment / supplies. The amended agreement shall be effective on February 23, 2010 and terminate on May 31, 2010. (See the attached exhibits)

Subrecipient:	Mid Valley Boys & Girls Club	
Weslaco Unit:	Hidalgo County Precinct #1	$10,000.00
	City of Weslaco (Pct 1)	$46,640.00
		$56,640.00
Donna Unit:	Hidalgo County Precinct #1	$10,000.00

Agreement Amount:	$20,000.00
Amended Amount:	$46,640.00
Total Agreement Amount:	$66,640.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed amendment is utilizing Urban County Funds. Contract amount will increase by $46,640.00 with a new contract amount of $66,640.00.

Attachments

Link: youth services agreements

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 03:52 PM	APRV
2	Perla Lopez	Perla Lopez	02/18/2010 09:24 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Estella Webber Started On: 02/17/2010 03:29 PM

Final Approval Date: 02/19/2010

Exhibit A
STATEMENT OF WORK
City of Weslaco (Pct 1)

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

Provide Guidance in behavior and promote, computer, social education, vocational character development in Boys and Girls. Provide Community wide sports programs such as, Flag Foot Ball, Volleyball, Basketball, Baseball, Enhance leadership skills, Provide opportunities for Career explorations; provide a enriched remedial program which concentrates in Tutoring, arts & crafts, outdoor sports and environmental education, Provide Preventative Programs such as" Smart Moves "which deals with alcohol abuse, Drug Abuse, pregnancy Prevention, Violence and gang prevention, school dropouts, Provide Guidance and Counseling for the youth who are referred to Club for the community

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 46,640.00 Awarded By: Precinct One (Weslaco Unit)

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

Salaries and Fringe benefits for staff to include, but not limited to, Unit Director and Recreational Leaders, Officials, equipment and supplies.

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

Promote membership, expend the number of members participating daily, and Help at risk youth Realize their potential growth and development, Extend services to teens, Teen outreach Program, Violence prevention program, and on the job training

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

Tutoring and "Smart Moves" programs daily at all sites, Sports program Flag football, Volleyball, Basketball, and base ball for 5-12 yr olds, Provide guidance and counseling

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

At risk youth 5-18 years of age, 312 members at Horton, Cleckler, Gonzalez, Mary Hoge and Silva Units, Low income children who in the City of Weslaco

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

Horton Unit- 500 S. Kansas, Cleckler Heald Unit - 1610 W Sugarcane Dr ,Raul Gonzalez Unit - 3801 North 5 112 Mile 10 – Mary Rage Unit 2302 N International Blvd. - Silva Unit- 1001 W. Mile 10

Exhibit B-1
GRANT BUDGET
City of Weslaco (Pct 1)

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

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salaries and fringe benefits of staff providing direct services to the youth	$ 39,075.17
Supplies and Equipment	$ 7,564.83
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 46,640.00**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE
City of Weslaco (Pct 1)

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

200_9_- 20_10_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March	$ 11,751.73	Salaries and Fringe Benefits Purchase of equipment / supplies
April	$ 20,266.78	Salaries and Fringe Benefits Purchase of equipment / supplies
May	$ 14,621.49	Salaries and Fringe Benefits
TOTAL:	**$46,640.00**	

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

Exhibit C
SCHEDULE OF ACTIVITY
City of Weslaco (Pct 1)

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

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

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March	302	Five Service Core Areas
April	10	Five Service Core Areas
May		
Total for the Year:	**312**	

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

Exhibit D
RECORDS & REPORTS

REPORTS

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

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

RECORDS

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

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

(a) Beneficiary Files

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

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

(b) Program Files

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

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

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

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

Exhibit E
REQUEST FOR PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF TEXAS }
}
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the ____ day of_____, 20___, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as **"ENTITY"**, and _____, hereinafter referred to as **"SUBRECIPIENT"**.

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of $_____, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

SECTION III
Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2010) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY.**

SECTION VI
Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII
Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A–21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A–133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A–110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A–87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A–133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter within the allotted time.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars ($500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars ($500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial Audit or

Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT.** Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, ***(i.e., timely submittal of monthly reports and/or reimbursements)***, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT. SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT,** which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and _____.

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with CDBG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII
Procurement

SUBRECIPIENT agrees to follow the statues and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV
Conflict of Interest

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XII
Legal Action and Venue

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII
Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THIE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.rr.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

_____
_____
_____
_____
_____
_____
_____

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT.** **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT.**

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XVII
Effective Date

The effective date of this agreement shall be the _____ such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st day of May 2010.**

Approved and signed this _____ day of _____ 20__.

_____ _____
Print or Type Name of Authorized Official Signature of Authorized Official

Name of SUBRECIPIENT: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20_____ .

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____
Witness: **Diana R. Serna, UCP Director**

Exhibit A
STATEMENT OF WORK

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

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$_____ Awarded By: _____

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

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

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

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

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

Exhibit B-1
GRANT BUDGET

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

TYPE OF EXPENDITURES		BUDGETED AMOUNT
		$
		$
		$
		$
		$
		$
TOTAL GRANT BUDGET:		**$**

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

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

200__ - 20__ For the Months of...	**Estimated** Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTAL:		

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

Exhibit C
SCHEDULE OF ACTIVITY

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

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

200__ - 20____ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total for the Year:		

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

Initials _____

Exhibit D
RECORDS & REPORTS

REPORTS

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

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

RECORDS

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

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

(a) Beneficiary Files

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

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

(b) Program Files

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

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

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

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

Exhibit E
REQUEST FOR PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

(1) Subpart A—"General";

(2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";

(3) Subpart C—"Post-Award Requirements," except for:

(i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;

(ii) Section 84.23, "Cost Sharing and Matching";

(iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;

(iv) Section 84.25, "Revision of Budget and Program Plans";

(v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;

(vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:

(A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and

(B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;

(vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";

(viii) Section 84.52, "Financial Reporting";

(ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:

(A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and

(B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;

(x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and

(4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

(1) Section 85.3, "Definitions";

(2) Section 85.6, "Exceptions";

(3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";

(4) Section 85.20, "Standards for financial management systems," except paragraph (a);

(5) Section 85.21, "Payment," except as modified by §570.513;

(6) Section 85.22, "Allowable costs";

(7) Section 85.26, "Non-federal audits";

(8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;

(9) Section 85.33, "Supplies";

(10) Section 85.34, "Copyrights";

(11) Section 85.35, "Subawards to debarred and suspended parties";

(12) Section 85.36, "Procurement," except paragraph (a);

(13) Section 85.37, "Subgrants";

(14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);

(15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);

(16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;

(17) Section 85.43, "Enforcement";

(18) Section 85.44, "Termination for convenience";

(19) Section 85.51 "Later disallowances and adjustments" and

(20) Section 85.52, "Collection of amounts due."

AI-19995 **18.B.**

Advisory Council BY-LAWS

CC REGULAR

Date:	02/23/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of By-Laws for the Urban County Community Development Advisory Council.

BACKGROUND

The Urban County Community Development Advisory Council met on Thursday, December 03, 2009 in the City of Hidalgo, and recommended that the By-Laws be amended to conduct monthly meetings instead of quarterly meetings.

Fiscal Impact

Attachments

Link: Advisory Council BY-Laws

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 08:48 AM	APRV
2	Perla Lopez	Perla Lopez	02/18/2010 09:44 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW
Form Started By: Hilda Bazan			Started On: 02/17/2010 04:43 PM	
Final Approval Date: 02/19/2010				

ARTICLE IV
MEETINGS

Section 4.1 Regular Meeting Date. The regular meeting of the Advisory Council shall be held on a ~~quarterly~~ basis.

Section 4.1 Regular Meeting Date. The regular meeting of the Advisory Council shall be held on a monthly basis.**

See Page # 4 Section 4.1

COUNTY OF HIDALGO
COMMUNITY DEVELOPMENT
ADVISORY COUNCIL

BY-LAWS

ARTICLE 1
PURPOSE AND POWERS

Section 1.1 **Purpose.** The County of Hidalgo Commissioners' Court established the Community Development Advisory Council, hereinafter referred to as the "Advisory Council," by resolution on July 11, 1988 in order to ensure a broad base of assistance and input from the member cities and its' citizens in Community Development for the respective parts of the County, including the County of Hidalgo Urban County Program.

One of the Advisory Council's purposes is to provide guidance and recommendations to the Hidalgo County Commissioners' Court on the distribution and allocation of funds to its members and the administration fee of the Urban County Program.

Section 1.2 **Powers.** In fulfillment of its purpose, the Advisory Council shall be governed by these By-Laws, the Hidalgo County Commissioners' Court and all applicable local, state and federal laws and regulations, subject to the limitation prescribed therein and herein and to the provisions thereof and hereof.

Section 1.3 **Function.** The Advisory Council will function as a vehicle that promotes citizen participation and makes recommendations to the Hidalgo County Commissioners' Court on matters affecting the Hidalgo County Urban County Program, including but not limited to the following:

1. Change in status of members and membership criterion;
2. Review and recommend yearly allocations and annual budgets;
3. Changes to the Cooperation Agreement and Interlocal Agreements;
4. Review of any continuation for funding application to HUD;
5. Review of fiscal year expenditures of the applicable Programs;
6. Amendments and changes to the Advisory Council By-Laws; and
7. Receive and review information and reports from Hidalgo County residents or citizen participation groups at Advisory Council meetings or public hearings.

Section 1.4 **Informational Purposes - Hidalgo County Urban County Program.** Established in 1988, by approval of its application to the United States Department of Housing and Urban Development (HUD) for funding and recognition as an Urban County as defined by the Housing Act of 1947, as amended, and the Code of Federal Regulations, the Hidalgo County Urban County Program administers and oversees the grants approved by HUD for Hidalgo County. The Community Development Block Grant (CDBG) Program funds, which are allocated to the Urban County Program on a yearly basis that are of great interest to the Advisory Council because the amount

received by each city directly affects each city and precinct's ability to develop its community. The Advisory Council makes recommendations on the yearly allocations including the administration fee of the Hidalgo County Urban County Program, as stated in Section 1.3 above.

ARTICLE II
MEMBERSHIP

Section 2.1 **Members.** The membership of the Advisory Council shall consist of cities that have agreed to and entered into a Cooperation Agreement with the County of Hidalgo and the Hidalgo County Urban County Program for addressing the needs of Community Development and related eligible activities within the County under HUD Community Development Block Grant (CDBG) and other related HUD programs. The Cooperation Agreement must be current and signed by the Mayor of the participating city. Hidalgo County Commissioners' Court shall have at least two (2) members on the Advisory Council.

Section 2.2 **Voting Members.** The Advisory Council shall consist of voting members and non-voting members. The two (2) representatives from Commissioners' Court shall be voting members. Each qualified city shall have only one (1) voting member. Each voting member shall have only one (1) vote.

Section 2.3 **Voting Members Defined.**

A. In order to qualify as a voting member each city must be incorporated for at least five (5) years. (Cities not meeting this minimum criterion shall be non-voting members of the Advisory Council.)

B. A city must have an Ad Valorem tax levy of at least twenty-five (25) cents per one hundred dollars ($100) of property valuation.

C. Cities not meeting these criteria will be reported to the Hidalgo County Commissioners' Court, who will determine the city's eligibility and funding allocation, if any. The Advisory Council will file its recommendation on any additional cities requesting membership and CDBG funding allocation to The Hidalgo County Commissioners' Court.

Section 2.4 **City Representative.** Each member city shall select a city representative that will have the authority to vote and act on behalf of the city. The city shall also select an alternative city representative that will vote and act on behalf of the city at Advisory Council meetings, but only in the absence of the city representative. The city representative and the city alternate may be an elected official or a designee of the city.

Section 2.5 **City Resolution Required.** The city representative and alternate city representative must be selected by resolution approved by the governing board of the city. The city resolution must be filed with the Urban County Program Department at least three (3) days before any meeting.

Section 2.6 **County Representatives.** The two (2) county representatives and 2 alternates shall be selected by resolution approved by the Hidalgo County Commissioners' Court. Each representative from Commissioners' Court shall be an elected official and have one (1) vote.

Section 2.7 **Urban County Program Director.** The Director of the Urban County Program Department is responsible for the day-to-day management of the Urban County Department and as such shall be an Advisor to the Advisory Council. The Director shall have no voting privileges.

Section 2.8 **Proxy Representative.** If neither the city representative nor the alternate city representative is able to attend a meeting of the Advisory Council, the city representative may designate a representative from the city by a signed written proxy. The proxy representative will have the voting privileges of the city representative.

Section 2.9 **Current Voting and Nonvoting Members.**

A. Voting Members (7-26-01):

Alton	Elsa	La Villa	Progreso
Alamo	Granjeno	Mercedes	San Juan
Donna	Hidalgo	Palmview	Sullivan City (02-25-04)*
Edcouch	La Joya	Peñitas	Weslaco

County Representatives (as per Section 2.6)

B. Nonvoting Members:

Palmhurst Progreso Lakes

ARTICLE III
OFFICERS

Section 3.1 **Titles and Terms of Office.**

A. The Officers of the Advisory Council shall be the Chairperson, Vice-Chairperson and the Secretary. One person may not hold more than one (1) office. Officers shall serve for a one (1) year term or until a successor is elected or appointed. Upon the expiration to the terms, each officer shall have the right to be re-elected or re-appointed.

B. A vacancy in the office of any officer shall be filed by a vote of a majority of the Advisory Council.

Section 3.2 **Duties of the Officers.**

A. Chairperson. The Chairperson shall preside at all meetings of the Advisory Council.

B. Vice-Chairperson. The Vice-Chairperson shall assist the chairperson in

directing the affairs and business of the Advisory Council and shall act in the absence of the Chairperson. The Vice-Chairperson shall be responsible for determining proper parliamentary procedures in all matters.

C. Secretary. The Secretary shall attest to the minutes of the meetings of the Advisory Council. The minutes shall be typed and presented for approval at the following meeting or subsequent meeting thereafter.

Section 3.3 **Resignations of Officers and Vacancies.** Any officer may resign the position held after written notification to the members or the Director of the Urban County Program. In case of a vacancy, the ranking officer may call a special meeting to elect a new officer to fill the vacant officer.

Section 3.4 **Absences of Officers.** In the absence of the Chairperson, the Vice-Chairman, shall preside, then the Secretary or, in the absence of all three, a member of the Advisory Council elected by the majority of the members present may preside as Chairperson.

Section 3.5 **Compensation of Officers and Members.** Neither the officers nor members of the Advisory Council shall receive any salary, compensation or reimbursement of expenses from the Hidalgo County Commissioners' Court or the Urban County Program.

ARTICLE IV
MEETINGS

Section 4.1 **Regular Meeting Date.** The regular meeting of the Advisory Council shall be held on a monthly basis.**

Section 4.2 **Quorums.** Meetings shall be held only upon the determination that a quorum of the voting members is present and accounted. A quorum shall consist of the presence of at least 50% plus one of the voting members of the Advisory Council. If at any meeting of the Advisory Council there ceases to be less than a quorum present, a majority of those members present may adjourn the meeting.

Section 4.3 **Special Meetings.** Special meetings shall be held at the request of the Chairperson, the Vice-Chairperson, the Secretary, and the Director of the Urban County Program or by a majority of the members.

Section 4.4 **Open Meetings and Public Notices.** All meetings and deliberations of the Advisory Council shall be called, conducted and notice given to the public in accordance to with the Texas Open Meetings Act, as amended, Chapter 551, Texas Local Government Code.

ARTICLE V
PARLIAMENTARY PROCEDURE:

Section 5.1 Parliamentary Procedures shall be followed as established by Russell's The "How" in Parliamentary Procedures and will be administered by the Vice-Chairperson of the Community Development Advisory Council.

ARTICLE VI
PROCUREMENT POLICIES

Section 6.1 All member cities will have to adhere to written procurement policies adopted by the County of Hidalgo Urban County Program whenever making expenditures with Urban County funds.

ARTICLE VII
AMENDMENT OF BY-LAWS

Section 7.1 These By-Laws may be amended by the County Commissioners' Court only upon the recommendation of the Advisory Council at a regularly scheduled meeting.

ARTICLE VIII
APPROVAL OF BY-LAWS

Section 8.1 These By-Laws shall become effective upon approval of the Commissioners' Court of the County of Hidalgo.

Approved and Adopted by County Commissioners' Court on **January 29, 2002**.
* Approved and Adopted by Advisory Board Member's on **February 25, 2004**.
Approved and Adopted by Advisory Board Member's on **December 03, 2009.
Approved and Adopted by County Commissioners' Court on _____

AI-20004 **18.C.**

Library equipment purchase - City of Penitas

CC REGULAR

Date:	02/23/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Peñitas is requesting authority to purchase twelve (12) computer systems and programs, one (1) printer, two (2) VCR/DVD Combo Players, two (2) CD players with headphones, one (1) 52" LCD Flat Panel Television with a tilt mount through Hidalgo County's membership and participation with TCPN (The Cooperative Purchasing Network) approved vendor M & A Technology (contract #R4721) in the amount of $10,314.69 (quote attached hereto) to include fees and accessories as requested by the City of Peñitas for the Public Library. City of Peñitas UCP Year 22 (2009) Public Facilities Program Income funds will be utilized.

BACKGROUND

The Library equipment will be purchased to establish the new City of Peñitas Public Library. All the equipment will provide for audio and visual education programs, current events activities and reading reward programs for residents of the City of Peñitas. M & A Technology is an approved vendor through TCPN (The Cooperative Purchasing Network) Contract #R4721. Payment in the amount of $10,314.69, will include warranties, customer assistance, delivery, co-op fees and accessories. Delivery is expected within 3 to 6 weeks.

Vendor: M & A Technology
Purchase Amount: $10,314.69
Funds Available: $53,306.19 Year 22 (2009) Peñitas Public Facilities Program Income funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 22 (2009) Penitas Public Facilities Program Income funds will be utilized for the purchase of library equipment.

Attachments

Link: equipment purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 01:12 PM	APRV
2	Perla Lopez	Perla Lopez	02/18/2010 02:24 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Estella Webber

Started On: 02/18/2010 10:22 AM

Final Approval Date: 02/19/2010

Monica Luna

From: Penitas Public Library [penitaspubliclibrary@hotmail.com]
Sent: Wednesday, February 17, 2010 6:06 PM
To: monica luna
Cc: Ana; Dina Garcia; juan ortiz
Subject: 52' Flatscreen TV Info

Hello Monica. I received your email and here is the information you requested. The TV will be hung on the wall behind my desk in the library. We plan to use it to keep the public updated on current events. Slideshows/Powerpoints with information on what is happening in the City of Penitas as well as in the surrounding cities. We will also be using it to have movie nights for those kids that reach their reading goals during the summer. If there is anything else you need, any help I can assist you in, please don't hesitate to send me an email. Have a great day! :)

Armida Mercado
Peñitas Public Library Manager

Hotmail: Trusted email with powerful SPAM protection. Sign up now.

M & A Technology Inc
3370 NACODOCHES ROAD SUITE 152
SAN ANTONIO, Texas 78217
United States
http://www.macomp.com

Quotation

Date
Feb 2, 2010 10:48 AM CST

Doc #
21448 - rev 1 of 1

Description
12 Desktop Dell computers & Sony TV (Peñitas)

SalesRep
Garfunkel, Anthony (P) 210-946-5103 ext. 17 (F) 210-946-4794

Customer Contact
MERCADO, ANA
(P) 956-581-3345 (F) (956)581-3346
ana.mercado2010@yahoo.com

Customer
CITY OF PEÑITAS (2726)
1111 South Main Street
PEÑITAS, Texas 78576
(P) (956)581-3345

Bill To
CITY OF PEÑITAS
Mercado, Ana
1111 South Main Street
City Hall
PEÑITAS, Texas 78576
(P) (956)581-3345

Ship To
CITY OF PEÑITAS Public Library
Mercado, Ana
1111 South Main Street
Public Library
PEÑITAS, Texas 78576
(P) (956)581-3345

Customer PO:
None

Terms:
Unknown

Ship Via:
UPS Ground

Special Instructions:
M&A is a certified State of Texas historically underutilized Business (HUB) vendor
Certified by both the North Central Texas Regional Certifications Agency (NCTRCA) and the D/FW Minority Business Development Council as a small-disadvantage business. M&A is a member of the Educational Purchasing Cooperatives for Regions I,IV,VII.XI and Region XX
GSA#GS-35F-4038G . DIR#SDD-590 CMBL Registered

Carrier Account #:
TCPN CONTRACT NUMBER # R4721

Item	Description	Part #	Qty	Tax	Unit Price	Total
1	Dell - KIT VOSTRO 220 MT C2D E7500 2.93G 3GB 250GB WVHP/XPP 18.5IN LCD DELL CPU DESKTOP COMPUTER AND 19IN DELL LCD MONITOR **Note:** XP PRO OPERATING SYSTEM	464-2010-KIT-19IN	12	No	$569.99	$6,839.88
2	Microsoft Office Home and Student 2007 License - 1 PC - OEM, non-commercial, MLK - Win - English International - V.2	79G-01153	12	No	$116.99	$1,403.88
3	HP LaserJet P1505n Printer - B/W - laser - Legal - 1200 dpi x 1200 dpi - up to 24 ppm - capacity: 260 sheets - USB, 10/100Base-TX	CB413A#ABA	1	No	$199.99	$199.99
4	JVC HR XVC11B DVD/VCR combo - black	HR-XVC11B	2	No	$79.99	$159.98
5	COBY CX-CD114 CD player - black	CX-CD114BLK	2	No	$16.99	$33.98
6	Sony KDL-52VE5 52" BRAVIA VE5 Eco LCD TV - 120Hz - widescreen - 1080p (FullHD) - HDTV - piano black	KDL52VE5	1	No	$1,599.99	$1,599.99
7	Peerless PARAMOUNT Universal Tilt Wall Mount PT660 Mounting kit (wall plate, tilt bracket) for LCD / plasma panel - cold-rolled steel - gloss black - screen size: 32" - 60"	PT660	1	No	$76.99	$76.99

Subtotal:	$10,314.69
Tax (0.000%):	$0.00
Shipping:	$0.00
Total:	**$10,314.69**

Prices subject to change without notice.
Our prices get updated daily, please update your quote to get the current prices.

AI-19973 **19.A.**

Planning Department

CC REGULAR

Date:	02/23/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Preliminary Approval of Subdivision Plat with Variance Request:
1. El Toro Acres Subdivision – Pct. 3 (Norberto Salinas)

BACKGROUND

Fiscal Impact

Attachments

Link: El Toro Acres;Preliminary

Link: El Toro Acres;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:34 PM	APRV
2	Olga Garza	Olga Garza	02/18/2010 10:29 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW
Form Started By: Nora Cavazos			Started On: 02/17/2010 02:19 PM	
Final Approval Date: 02/19/2010				

PLANNING DEPARTMENT
County Of Hidalgo

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

TO: Judge Rene Ramirez
County Commissioner's Court

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

DATE: February 17, 2010

RE: **El Toro Acres Subdivision – Pct. 3**
Preliminary Approval with Variance Request

El Toro Acres Subdivision is a fifty two (52) lot subdivision located on the West side of El Pinto Road approximately 2.84 miles North from US Expressway 83.

The proposed Subdivision lies within the City of Sullivan E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on November 24, 2009. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on El Pinto Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF.

Water Services will be provided by Agua S.U.D. There is an existing eight (8") inch waterline on El Pinto Road that will serve as the primary source of water for the proposed development.

The Engineer is requesting a variance from the Street Offsets. The street centerline offset from the proposed El Toro Avenue and La Nina Street is 25 feet. The requirement is a minimum of 125 feet. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 16, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Sullivan.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **El Toro Acres 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-09-10	JRT
A	**1ST SHEET COMMENTS:** Submit warranty deed.		
B	**2ND SHEET COMMENTS:** Provide dimension street offset from the existing center line of La Niña Street to the proposed El Toro Ave.		
C	Please align the centerline of the proposed El Toro Avenue with the existing centerline of La Niña Street. Centerline offset does not meet the minimum 125 feet distance.		
D	**3RD SHEET COMMENTS:** Provide instrument document number for the 15' A.S.U.D. exclusive easement outside the subdivision platted area.		
E	**4TH SHEET COMMENTS:** Label for water well to be abandoned by this plat and remove outside easement.		
F	**5TH SHEET COMMENTS:** Please simplify water distribution routing description on engineering report.		
G	Submit copy of the original soil evaluation report.		

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Registration Number F-1513

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

February 5, 2010

Mr. Raul Sesin, P.E.
Planning Administrator
County of Hidalgo
1304 S. 25TH St.
Edinburg, Texas 78539

Re: El Toro Acres Subdivision

Dear Mr. Sesin:

On behalf of the developer Mr. Norberto Salinas, I am hereby respectfully requesting the following variance from the Hidalgo County Subdivision Regulations, Chapter 2 Section 2.4D Street Offsets.

The street centerline offset from the proposed El Toro Ave. and La Niña Street is 25.0 feet. The requirement is a minimum of 125.0 feet.

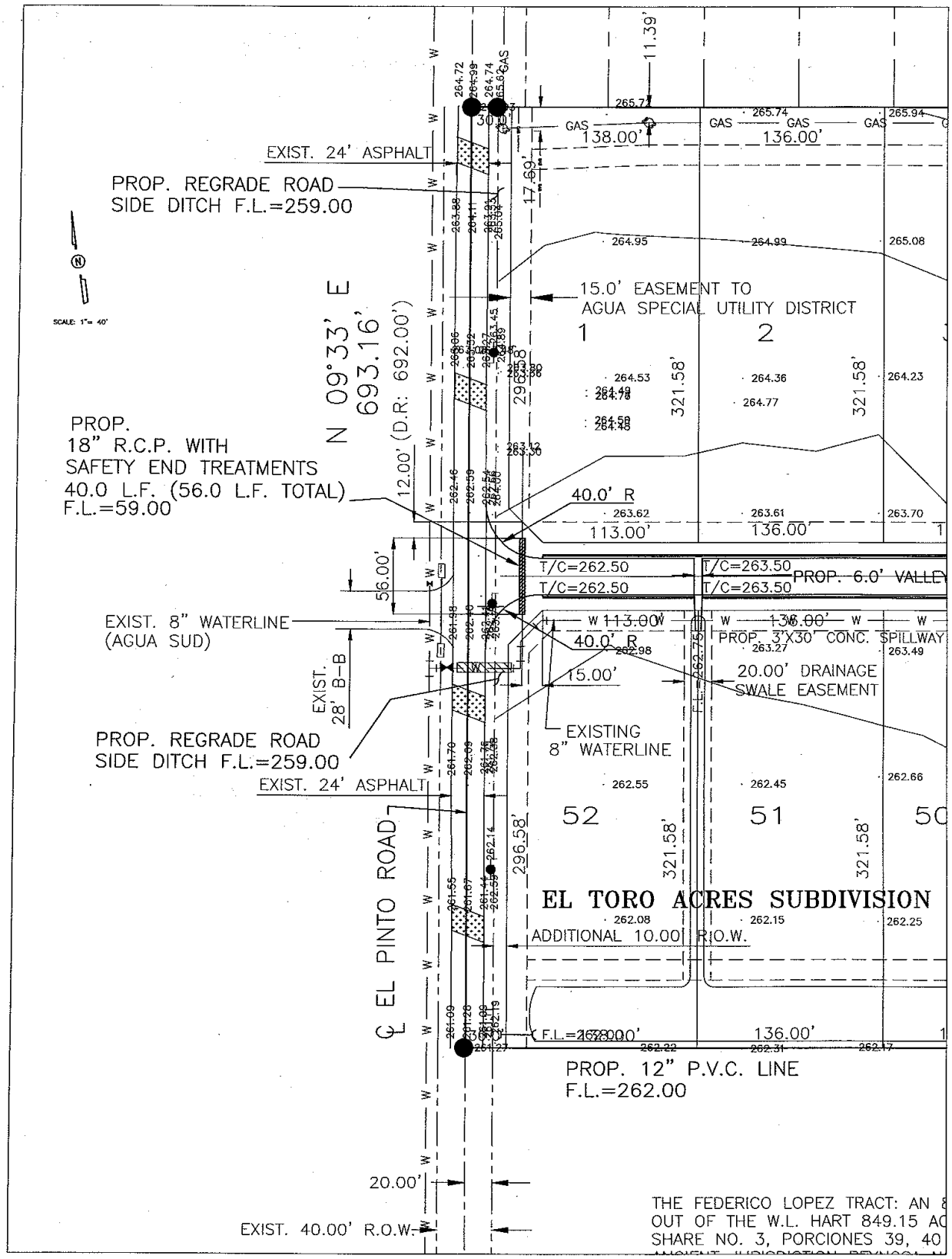
La Niña Street is a minor street that provides access to 11 lots, and is a cul-de-sac street.

Please present this request to the Hidalgo County Subdivision Advisory Committee and to the Commissioners' Court for their consideration. Should you have any questions or need more information, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

Copy: Mr. Norberto Salinas, Developer


EXIST. 24' ASPHALT
PROP. REGRADE ROAD
SIDE DITCH F.L.=259.00
N 09°33' E
693.16'
(D.R: 692.00')
PROP.
18" R.C.P. WITH
SAFETY END TREATMENTS
40.0 L.F. (56.0 L.F. TOTAL)
F.L.=259.00
12.00'
56.00'
EXIST. 8" WATERLINE
(AGUA SUD)
EXIST.
28' B-B
PROP. REGRADE ROAD
SIDE DITCH F.L.=259.00
EXIST. 24' ASPHALT
℄ EL PINTO ROAD
20.00'
EXIST. 40.00' R.O.W.
15.0' EASEMENT TO
AGUA SPECIAL UTILITY DISTRICT
138.00'
136.00'
17.69'
296.58'
321.58'
40.0' R
113.00'
T/C=262.50
T/C=262.50
T/C=263.50
T/C=263.50
PROP. 6.0' VALLE
PROP. 3'X30' CONC. SPILLWAY
15.00'
20.00' DRAINAGE
SWALE EASEMENT
EXISTING
8" WATERLINE
52
51
EL TORO ACRES SUBDIVISION
ADDITIONAL 10.00' R.O.W.
F.L.=262.00
PROP. 12" P.V.C. LINE
F.L.=262.00
THE FEDERICO LOPEZ TRACT: AN
OUT OF THE W.L. HART 849.15 AC
SHARE NO. 3, PORCIONES 39, 40
SCALE: 1"= 40'

EL TORO ACRES SUBDIVISION

A 57.09 ACRE TRACT OF LAND OUT OF TRACT NO. 126, PORCIONES 38, 39 AND 40, AND OUT OF SHARE NO. 3, PORCION 41, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP RECORDED IN VOLUME 4, PAGES 16 THRU 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, ACCORDING TO DEED OF GIFT RECORDED IN VOLUME 2411, PAGE 293, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF STARR

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

ALFONSO QUINTANILLA
P.E. No. 98534

2-9-10
DATE

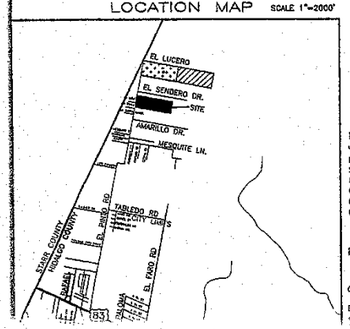
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4658

11-1-09
DATE

LOCATION MAP SCALE 1"=2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

EL TORO ACRES SUBDIVISION IS LOCATED 4± WEST HIDALGO COUNTY ON THE NORTH SIDE OF US BUS. 83 AND EAST SIDE OF EL PINTO ROAD, APPROXIMATELY 2.64 MILES NORTH OF ITS INTERSECTION WITH (BUS. 83) THE ONLY NEARBY MUNICIPALITY IS THE CITY OF SULLIVAN. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF SULLIVAN (POPULATION 4,292), EL TORO ACRES SUBDIVISION LIES APPROXIMATELY 1 1/4 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021. LIES IN PCT. No 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	EL TORO BUILDERS & DEVELOPERS, L.L.C. NORBERTO SAENZ, PRESIDENT	500 E. 9TH ST.	MISSION, TX. 78572	(956) 584-5555	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

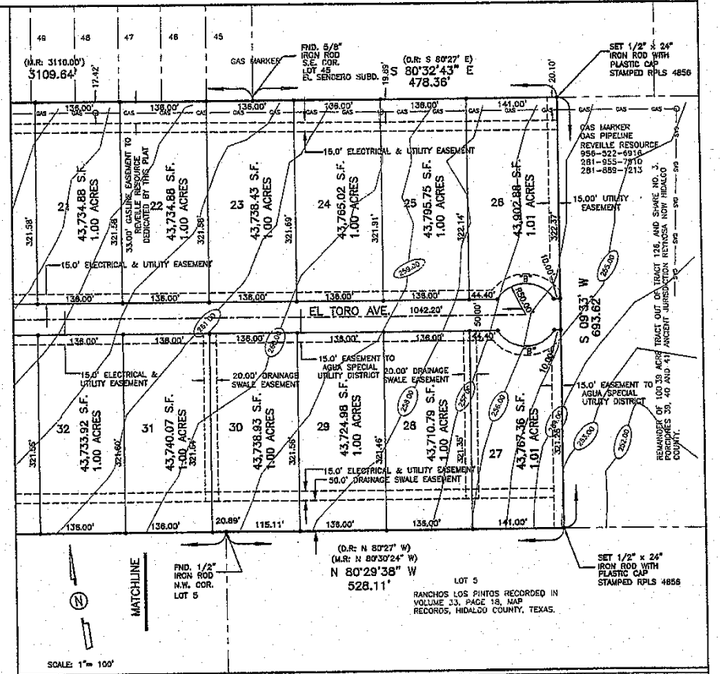
CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	60°00'00"	50.00'	52.36'
"B"	120°00'00"	50.00'	104.72'

LINE DATA		
LINE	BEARING	DISTANCE
L1	N 54°33' E	35.36'
L2	N 35°27' W	35.36'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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



SHEET NO. 2 OF 5 SHEETS	FILENAME T:\PLATS\SUBDIVISION\SULLIVAN \EL TORO ACRES\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	NOV 11, 2009	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

AI-20026 **19.B.**

Subdivision Enforcement Protocol and Policy

CC REGULAR

Date:	02/23/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Planning Department

Information

CAPTION

Approval of Hidalgo County Subdivision Statutes, Regulations and Rules Enforcement Protocol and Policy

BACKGROUND

Fiscal Impact

Attachments

Link: policy

Link: memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 01:04 PM	APRV
2	Auditor's Office		02/19/2010 05:15 PM	NEW
Form Started By: Monica Badillo			Started On: 02/19/2010 11:04 AM	
Final Approval Date: 02/19/2010				

COUNTY OF HIDALGO
SUBDIVISION STATUTES, REGULATIONS AND RULES ENFORCEMENT PROTOCOL AND POLICY

RENE A. RAMIREZ
COUNTY JUDGE

COMMISSIONER SYLVIA HANDY
HIDALGO COUNTY PRECINCT No. 1

COMMISSIONER HECTOR "TITO" PALACIOS
HIDALGO COUNTY PRECINCT No. 2

COMMISSIONER JOE M. FLORES
HIDALGO COUNTY PRECINCT No. 3

COMMISSIONER OSCAR L. GARZA, Jr.
HIDALGO COUNTY PRECINCT No. 4

HIDALGO COUNTY SUBDIVISION STATUTES, REGULATIONS AND RULES ENFORCEMENT PROTOCOL

Mission Statement

The enforcement of the statutes, regulations and rules governing county subdivisions, including the Model Subdivision Rules, in addition to achieving the legislative purposes associated with the adoption of the statutes and regulations, preserve and improve the safety, health and general welfare of all Hidalgo County (the "County") residents and visitors, and the livability of the community as a whole. Accordingly, within parameters of existing law, the County through the Planning Department will proactively require enforcement of the subdivision statutes, regulations and rules, including the Model Subdivision Rules, and plat note compliance, from all County residents in unincorporated areas of the County and will promptly respond to citizen complaints. The County will assure compliance both by encouraging voluntary compliance and by seeking punishment for those who fail to comply.

Purpose

The purpose of this Protocol is to provide written guidelines for:

A. The initiation and investigation of alleged violations of subdivision statues, rules, and regulations, including the Model Subdivision Rules and plat note violations (collectively, the "Subdivision Requirements");

B. The enforcement of Subdivision Requirements through voluntary compliance; and

C. The prosecution and punishment of Subdivision Requirements violators who do not comply.

Background

In Subchapter J of Chapter 16 and the Texas Water Code, the Texas Legislature outlined the framework for the "Model Subdivision Rules," which the County has adopted. One of the purposes of Subchapter J and the Model Rules is to assure that safe and sanitary water and sewer services are available in residential areas. The Model Rules prohibit, among other things, the establishment of residential developments with lots of five acres or less without adequate water supply and sewer services, prohibit more than one single family detached dwelling to be located on each subdivision lot, and establish minimum setbacks to ensure proper operation of water supply and sewer services and reduce the risk of fire hazards. Subchapter J also includes several enforcement provisions, which may be utilized by political subdivisions that have adopted the Model Rules. For example, Section 16.352 provides:

A person who violates a rule adopted by a municipality or county under this subchapter or under Subchapter B or C, Chapter 232, Local Government Code, is liable to the municipality or county for a civil penalty of not less than $500 and not more than $1,000 for each violation and for each day of a violation. The maximum civil penalty that may accrue each day is $5,000. The appropriate attorney representing the municipality or county may sue to collect the penalty. The recovered penalty shall be deposited in the general fund of the municipality or county.

Moreover, Section 16.353 states

(a) In addition to any other remedy, the attorney general, the municipal attorney of the municipality in which a violation under Section 16.352 occurs, or the county or district attorney of the county in which a violation under Section 16.352 occurs may apply to a district court for, and the district court may grant, the state or the political subdivision an appropriate prohibitory or mandatory order, including a temporary restraining order or a temporary or permanent injunction, enjoining a violation of this subchapter, the rules described by Section 16.352, or Subchapter B or C, Chapter 232, Local Government Code.

(b) An injunction issued under this section may be issued without the requirement of a bond or other undertaking.

It is the County's position that Subchapter J not only expressly provides the County the authority to enforce the Model Rules, it also provides the County the implied authority to enforce plat note requirements that are consistent with and further the Model Rules. Accordingly, the County, through the Planning Department, will take all steps available under Subchapter J to enforce the Model Rules, including plat notes that are consistent with and further the Model Rules.

Similarly, it is the County's position that Subchapter I of Chapter 16 of the Texas Water Code allows the County to enforce the Model Rules, including plat notes, that relate to flood management and are necessary for planning and appropriate to protect public health and safety. Under Subchapter I, political subdivision may take "all necessary and reasonable actions to comply with the requirements and criteria of the National Flood Insurance Program ("NFIP")...."This includes, but is not limited to:

- Making appropriate land use adjustments to constrict the development of land which is exposed to flood damage and minimize damages caused by flood loss;
- Assisting in minimizing damage caused by floods;
- Engaging in flood plain management and adopting and enforcing permanent land use and control measures consistent with the criteria established under the NFIP;
- Declaring property, when such is the case, to be in violation of local laws, regulations, or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas and notify the director... of such property;
- Adopting permanent land use and control measures with enforcement provisions which are consistent with the criteria for land management and use; and
- Adopting more comprehensive flood plain management rules that the political subdivision determines are necessary f or planning and appropriate to protect public health and safety.

Subchapter I also allow political subdivisions that have qualified for the NFIP (such as the County) to "adopt and promulgate reasonable rules which are necessary for the orderly effectuation of the respective authorizations" Tex. Water. Code § 16.318. To enforce these rules, political subdivisions are authorized to "institute a civil suit in the appropriate court for:

1. injunctive relief to restrain the person from continuing the violation or threatened violation, including an order directing the person to remove illegal improvements and restore preexisting conditions;

2. the assessment and recovery of a civil penalty provided by Section 16.322; or

3. both injunctive relief and the civil penalty."

Tex. Water. Code §16.323

Accordingly, the County, through the Planning Department, will take all available steps under Subchapter I to enforce the Model Rules, including plat notes, that relate to flood management and that are necessary for planning and appropriate to protect public health and safety in areas that are within designated flood hazard areas, and all other Subdivision Requirements.

The County believes that Subchapter B of Chapter 232 of the Local Government Code provides the County the necessary authority to enforce the Subdivision Requirements in residential subdivisions that relate to statutory subdivision requirements, such as road construction and drainage. Under Subchapter B, subdividers of land in affected counties must have a plat prepared. Tex. Loc. Gov't. Code §232.023 (a). The plat "must (among other things)… provide for drainage in the subdivision to:

1. avoid concentration of storm drainage water from each lot to adjacent lots;

2. provide positive drainage away from all buildings; and

3. coordinate individual lots drainage with the general storm drainage pattern for the area."

Tex. Loc. Gov't Code §232.023 (b)(8). The plat must also include "a description of the drainage requirements as provided" above. Tex. Loc. Gov't Code §232.023 (b)(9). If the plat fails to do so, the County is obligated to "refuse to approve" the plat. Tex. Loc. Gov't Code §232.024 (a).

The County, pursuant to its Subchapter B obligations, requires that all residential subdivision plats have on their face certain plat note requirements, including notes related to drainage issues such as minimum floor elevations. Under the County's view, the plat note requirements are necessary to ensure that Section 232.023 (8) is satisfied. That is, without the plat note requirements, Section 232.023 (8) would not remedy the drainage issues that the Legislature targeted because property owners might disregard the drainage requirements and build homes in violation of the plat notes. Accordingly, under the County's view, Subchapter B of Chapter 232 of the Local Government Code provides the County the necessary authority to enforce the Subdivision Requirements in residential subdivision that relate to the statutory subdivision requirements.

The County, pursuant to the Texas Health & Safety Code, including Chapters 341 and 343 of such Code, acting through its County Health Department Enforcement officers, also has the authority to enforce minimum standards of sanitation and health protection measures, and to abate public nuisances. Enforcement of the Subdivision Requirements, and the applicable provisions of the Texas Health & Safety Code, compliment each other, and remedies under both statutory and regulatory schemes are available to the County to preserve and improve the safety, health and general welfare of all County residents and visitors, and the livability of the community as a whole.

In sum, the County, through the Planning Department and the County Health Department will seek to:

1. Enforce the Subdivision Requirements through the enforcement provisions of Subchapter J of Chapter 16 of the Texas Water Code;

2. Enforce the Subdivision Requirements through the enforcement provisions of Subchapter I of Chapter 16 of the Texas Water Code;

3. Enforce the Subdivision Requirements through the enforcement provisions of Subchapter B of Chapter 232 of the Texas Local Government Code and

4. Enforce the Subdivision Requirements, when appropriate, through the use of applicable provisions of the Texas Health & Safety Code, including applicable provisions of Chapters 341and 343.

Enforcement

It is the County's intent to enforce compliance with the Subdivision Requirements, in all cases of reported and discovered violations. However, the County has limited enforcement resources. Consequently, the County has established, through this Protocol, procedures designed to maximize available enforcement resources. It is the County's intention that enforcement should follow the enforcement levels set forth below. The ranking below, however, is flexible enough to allow the level of enforcement that best fits the type and circumstances of the violation(s).

A. **Enforcement Levels**. The levels of enforcement of the County are:

1. Notice of Violation (hereafter "NOV");

2. Obtaining voluntary compliance; and

3. Forwarding files to the Hidalgo County District Attorney or the Office of the Attorney General, State of Texas, for prosecution.

B. **Sequence of Enforcement**. The levels of enforcement are not mutually exclusive, and may be used alone or in sequence or combination with other levels. However, in most enforcement cases, the County will use the enforcement levels in the sequence they appear in Paragraph A above.

C. **Criteria for Choosing Level of Enforcement**. Some violation cases may have aggravating circumstances requiring a different sequence for enforcement activity than that set forth in Paragraph A. The Planning Department, in consultation with the County Health Department, may choose a different sequence if one or more of the following circumstances is present:

1. The violation is severe;

2. The actions leading to the violation(s) were deliberate;

3. The violation poses a significant threat to the public health and safety, or to the environment;

4. The violation may cause economic harm to individuals or to the County as a whole;

5. The alleged violator is receiving significant economic benefit from continuing the violation;

6. The physical size or extend of the violation is significant;

7. The violation has existed uncorrected for a significant period;

8. There is a previous history of complaints and enforcement on the subject property and/or with the alleged violator; or

9. There is little likelihood of obtaining voluntary compliance.

Compliance Procedure

Preliminary Matters.

Investigations must be initiated by the Planning Department and/or the County Health Department if potential violations are found during routine observation by County personnel or if they are reported by citizens. At the beginning of each investigation, a file on the violation shall be opened and, to the extent possible, the following information must be determined and included in the file:

A. Jurisdiction. The property upon which the alleged violation has occurred must be land over which the County has jurisdiction.

B. Permit Status. The status of any land use, environmental health and construction permits on the subject property shall be determined.

C. Property Ownership. All persons with a recorded legal interest in the subject property should be identified. Theses persons should include the owners, and if reasonably discoverable, contract purchasers, lessees and lien holders or other security interest holders.

D. Other Potentially Responsible Persons. In addition to the persons listed in subparagraph C above, any other persons potentially responsible for the alleged violation(s) should be identified. These persons could include tenants, construction and landscape contractors and excavators.

E. Identification of Applicable Plat Notes and Water Code, Local Government Code and/or Texas Health & Safety Code Provisions. The Planning Department, with the assistance of the County's Health Department, and the County's legal counsel whenever necessary, shall identify the pertinent statute(s), regulation(s) and/or plat note(s) alleged to have been violated and the applicable enforcement provisions of the Texas Water Code, Texas Health and Safety Code and/or Texas Local Government Code.

F. Prior Complaint History. The Planning Department and County Health Department shall examine its records to determine the existence and status of any prior or existing violation complaints on the subject property or concerning the alleged violator.

Assignment of Investigation and Enforcement Responsibility.

A. Assignment. After the file on a violation has been opened, the Planning Department Director will, on a case-by-case basis, assign the matter to a Planning Department officer, and/or refer the matter to the County's Health Department Enforcement Officer(s) for co-ordination of the investigation with the County's Health Department. The following criteria shall be used for assignment of responsibility:

1. the nature of the alleged violation(s);

2. the knowledge and expertise needed to investigate the alleged violation;

3. the history of prior enforcement on the subject property or with the alleged violator;

4. the status of permits and approvals on the subject property; and

5. the projected timeline for investigation and resolution of the complaint.

B. Field Investigation. After the Planning Department Director assigns an alleged violation case to a Planning Department officer, and/or refers an alleged violation case to the County's Health Department Enforcement Officer(s), the applicable officer(s) shall promptly conduct a field investigation. The purposes of field investigations are:

1. to verify the existence and severity of the violations;

2. to document violations by means of written notes, photographs, witness interviews, etc.;

3. to obtain supporting evidence, such as the names and statements of potential witnesses; and

4. if possible, to discuss with the property owner, occupant or other responsible person:

A. The nature of the violation(s)
B. Methods for complying with the statutes, regulations and plat note(s);
C. Timelines for compliance;
D. Enforcement procedures; and
E. Potential consequences for failure to comply.

C. Preparations and Precautions. It is the County's intention that Planning Department officers, the County Health Department Enforcement officers, and other assigned County staff, as well as members of the public, not be exposed to unreasonable risks of violent confrontation or injury during the course of field investigations. Accordingly, County staff shall take whatever actions are reasonable and necessary to minimize the known risk of violent confrontation or injury to themselves or others in conducting field investigations.

1. Law Enforcement Assistance. When appropriate, the Planning Department officer, the County Health Department Enforcement officers, or other assigned County staff should contact the sheriff's office to determine if there have been previous criminal complaints or investigations concerning the subject property or alleged violator, and whether, in the opinion of the sheriff's office, a field investigation would be present any threat to the

safety of the Planning Department officer, the County Health Department Enforcement officer, or other staff, by a contact with the alleged violator or other persons present during a field investigation. The Planning Department officer, County Health Department Enforcement officer, or other assigned County staff person may request law enforcement assistance in conducting the field investigation, and may postpone such investigation until law enforcement assistance is available.

2. Announced/Unannounced Field Visits. At the discretion of the Planning Department officer, the County Health Department Enforcement officer, or other assigned County staff, a field visit to the vicinity of the subject property may be conducted with or without prior notice to the property owner, occupant or alleged violator. The determination of whether or not to give prior notice shall be made on the basis of the following criteria

    A. the nature of the alleged violation;
    B. whether or not prior notice will make detection and documentation of the alleged violation more difficult; and
    C. whether or not prior notice will unnecessarily increase the known risk of violent confrontation or injury to the Planning Department officer, the County Health Department Enforcement officer, or other assigned County staff.

3. Entering Upon Property or Premises. It is the County's intent that the Planning Department officers, the County Health Department Enforcement officers, and other assigned County staff shall not enter upon private property or premises to conduct a field investigation without authority to enter. Planning Department officers, County Health Department Enforcement officers and other assigned staff may enter unposted property to seek permission to investigate on the premises. Unless permission is granted, the investigation shall be conducted from public roads or property where permission to enter has been granted. If the Planning Department officer, County Health Department Enforcement officer or other assigned County staff does not have permission or other authority to enter upon the property or premises, and entry upon the property or premises is necessary to conduct the investigation, the Planning Department officer, the County Health Department Enforcement officer or other assigned County staff shall consult with County legal counsel about obtaining a search warrant.

4. Report of Field Investigation. Upon completion of the field investigation, the Planning Department officer, County Health Department Enforcement officer or other assigned County staff shall prepare an investigation report to be placed in the file. The report shall include the following information:

A. Name of investigator;
B. Date, time and place of field visit;
C. Violation(s) observed;
D. If no violation(s) observed, an explanation;
E. Witnesses, if any interviewed;
F. Evidence, if any, obtained (e.g., photographs);
G. Discussion, if any, of violation with owner, occupant or other responsible person;
H. Action necessary to correct violation; and
I. Recommended enforcement action.

Establishing the Elements of a Violation.

Before a NOV is sent, the Planning Department officer, or the County Health Department Enforcement officer, with the assistance of County legal counsel as necessary, and after any necessary field investigation, shall determine if the following elements have been established:

1. Responsible Person. The person or persons who are reasonably believed to have committed the violation, or who are or may be legally responsible for the alleged violation, have been identified; and

2. Alleged Violation Occurred or is Occurring. The Planning Department officer, or the County Health Department Enforcement officer, shall determine whether there are reasonable grounds to believe that a violation does or does not exist. Such grounds may be established either by personal observation by a Planning Department officer, County Health Department Enforcement officer, or by other reliable evidence.

If the Planning Department officer, or the County Health Department Enforcement officer determines that reasonable grounds do not exist, no enforcement action should be taken until the Planning Department officer or the County Health Department Enforcement officer has had a reasonable opportunity to develop such grounds. If no reasonable grounds are developed within a reasonable period, the case should be resolved by file closure. If reasonable grounds of a violation do exist, the Planning Department officer, or the County Health Department Enforcement officer shall prepare an NOV and follow the procedure below.

Notice of Violation.

1. When Sent. Promptly after a Planning Department officer, County Health Department Enforcement officer, or other assigned County staff determines there are reasonable grounds to believe a violation exists, an NOV shall be sent on a standard form developed by the Planning Department Director or the County Health Department Director depending on which department within the County is conducting the investigation. The NOV must, at a minimum provide:

   A. the name of the investigator assigned to the matter and his or her contact information;
   B. a description of the property;
   C. the alleged violation;
   D. the potential consequences for failing to remedy the violation in question;
   E. the relevant Water Code, Local Government Code and/or Health and Safety Code provisions; and
   F. the date for final compliance.

2. To Whom Sent. An NOV shall be sent to the subject property owner(s). A separate NOV shall be sent to each additional person who is or may be responsible for the alleged violation.

3. How Sent. NOV's shall be sent by first-class mail to the best available address for the property owner(s) and other responsible person(s). If necessary, NOV's may be hand delivered.

Voluntary Compliance

It is the County's intention to encourage voluntary compliance with the Subdivision Requirements by providing violators and other responsible persons with the opportunity during the enforcement procedure to comply with the Subdivision Requirements. The County believes that voluntary compliance generally is less expensive for all parties and of a more satisfactory and lasting nature than involuntary compliance. Nevertheless, the County believes that allowing violators the opportunity to voluntarily comply any time during the enforcement procedure, or outside reasonable time limits for such compliance, may actually result in abuse of this opportunity in order to delay compliance. Therefore, it is the County's intention to limit the time frame during which violators may come into voluntary compliance.

1. Limited Time Frames. Opportunities for voluntary compliance, where provided, shall be of limited duration. The time frame for voluntary compliance shall be established, on a case-by-case basis, by the Planning Department Director or the County Health Department Director depending on which County Department is investigating the violation.

2. Time Extended by Agreement to Abate. Following the issuance of an NOV, extensions of time may be granted only if the alleged violator signs an "Agreement to Abate" and admits to the violation(s). The agreement shall provide that, in exchange for the extended time for voluntary compliance, the alleged violator agrees to abate the violation(s) by a specified time.

Forwarding File to Hidalgo County District Attorney and/or Office of the Attorney General of Texas.

If a violator fails to remedy the violation by the date set out in the NOV (or where applicable, in an Agreement to Abate), the Planning Department officer or the County Health Department Enforcement officer shall forward a "Final Compliance" letter to the property owner (and others where applicable). The letter shall state that the officer will be forwarding the violator's name and file to the Hidalgo County District Attorney and/or the Office of the Attorney General of Texas for prosecution, unless the violation is corrected within three(3) business days of the date of the letter. If the violator fails to remedy the violation within the three (3) business days, the Planning Department officer or the County Health Department Enforcement officer, as the case may be, shall forward the file to the Hidalgo County District Attorney and/or the Office of the Attorney General of Texas for prosecution. A copy of the letter from the officer to the Hidalgo County District Attorney and/or the Office of the Attorney General of Texas shall be forwarded to the property owner. To the extent necessary, the Planning Department officer and/or the County Health Department Enforcement officer, shall cooperate with the Hidalgo County District Attorney and/or the Office of the Attorney General of Texas to ensure compliance.

PLANNING DEPARTMENT
County Of Hidalgo

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

MEMORANDUM

To: **Hidalgo County Commissioners Court**

From: **Raul E. Sesin, P.E., C.F.M., Planning Administrator**

Date: **February 19, 2010**

Via: **E-mail**

Re: **County of Hidalgo Subdivision Statutes, Regulations and Rules Enforcement Protocol and Policy**

Xc: **Eduardo Olivarez, Chief Administrative Officer, Hidalgo County Health Department**

Attached please find the above mentioned protocol that Hidalgo County will be utilizing for enforcement of violations with regard to the Model Subdivision Rules, TCEQ regulations, and other Plat Note violations. If approved by the Court, the County shall utilize this protocol to seek penalties through the assistance of the District Attorney's Office and/or the Attorney General's Office for individuals who fail to comply with the previously mentioned regulations and statutes.

Please contact me at 318-2840 with any questions or comments.

Thank You.

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

AI-19928 **20.A.**

Bid Awards and Contracts

CC REGULAR

Date:	02/23/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Bid Awards and Contracts to Lowest Bidder Meeting all Specifications for Roof Repairs as Follows:

1. Bid#2010-001-01-26: Roof Repair - Donna II Head Start Center
2. Bid#2010-002-01-26: Roof Repair - Hidalgo Head Start Center
3. Bid#2010-003-01-26: Roof Repair - Pharr Head Start Center
4. Bid#2010-004-01-26: Roof Repair - Progreso Head Start Center

BACKGROUND

Policy Council Approval: 02.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Bid Awards

Link: DONNA CONTRACT

Link: HIDALGO CONTRACT

Link: PROGRESSO CONTRACT

Link: PHARR CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2010 09:24 AM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2010 03:22 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Linda Galaviz — Started On: 02/12/2010 02:40 PM

Final Approval Date: 02/19/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 17, 2010

SUBJECT: Discussion/Approval of Bid Awards and Contracts to Lowest Bidder Meeting All Specifications for Roof Repairs as Follows:

1. Bid #2010-001-01-26:Roof Repair- Donna II
2. Bid #2010-002-01-26:Roof Repair- Hidalgo
3. Bid #2010-003-01-26:Roof Repair- Pharr
4. Bid #2010-004-01-26:Roof Repair- Progreso

RATIONALE/NEED: Repairs of roofs on buildings are needed.

RECOMMENDATION: Administration recommends approval of bid awards to:

1. Bid #2010-001-01-26:Roof Repair- Donna II -TBA
2. Bid #2010-002-01-26:Roof Repair- Hidalgo - TBA
3. Bid #2010-003-01-26:Roof Repair- Pharr -TBA
4. Bid #2010-004-01-26:Roof Repair- Progreso - TBA

COST: Not To Exceed $100,000.00

RELATED INFORMATION INCLUDED: Memo/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director AT

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director EG

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 381-0439

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: February 4, 2010

SUBJ: Bid Award for Roof Repairs

The bid opening for these projects will be on Tuesday, February 16, 2010, the day before the policy council meeting.

The bid numbers for each Roof Repairs Project are as follows:

Donna II.....	Bid #2010-001-01-26	Roof Repairs
Hidalgo.....	Bid #2010-002-01-26	Roof Repairs
Pharr.....	Bid #2010-003-01-26	Roof Repairs
Progreso.....	Bid #2010-004-01-26	Roof Repairs

We will have the names of the contractors submitting the best and lowest bid price at the meeting.

Should you have any questions please let me know.

Thank you.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-001-_____

THIS CONTRACT is made and entered into _____, 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 _____ 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

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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.

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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,

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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.

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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: _____
_____
_____
_____

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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

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(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

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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

.

DRAFT

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 Manuel Perez dba Grande Valley Builders (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 February 23, 2010 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: Grande Valley Builders
Attn: Manuel Perez
3602 N. McColl
McAllen, TX 78501

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:_____
Grande Valley Builders, Inc.

By:_____
Manuel Perez

By:_____
Owner

By:_____
Rene Ramirez, County Judge

By:_____
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

.

EXHIBIT “A”

RFB PACKET

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, 2010
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.

1. 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)
- 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)
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 30 year composition shingles
- 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.

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)

Please print or type

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.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

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.

Form **MA- W-9** (Rev. April 2009)

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.

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: GRANDE VALLEY BUILDERS

Address: 3602 N. McColl

McALLEN, TX. 78501

By: M

Printed Name: MANUEL PEREZ

Title: OWNER

17

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: $ 5,950.00

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: GRANDE Valley Builders

ADDRESS: 3602 N. Main

CITY/STATE/ZIP CODE: Mcallen, TX. 78501

PHONE NUMBER: 956-778-7750 FAX NUMBER: 956-687-1902

AUTHORIZED SIGNATURE: [signature]

TITLE: Owner

DATE: 2/16/10

*******It is Mandatory that Bid Page be included in Bid Package*******

EXHIBIT “C”
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, Manuel Perez authorized representative for Rio Grande Valley Builders

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.

M. Perez
Authorized Representative

2/16/10
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

21

DEBARMENT FORM

Certification For
Primary Covered Transactions

1. The Grande Valley Blds (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 Grande Valley Blds (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: M

Print Name: Manuel Perez

Title: Owner

Telephone No.: 956-778-7752 Date: 2/16/10

CONFLICT OF INTEREST FORM

W-9 FORM

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 (as shown on your income tax return). Enter your name. If a joint account, list first and then circle the name of the person whose TIN you enter in Part I. See specific instruction on page 2.

MANUEL PEREZ

Business name, if different from above. (See specific instruction on page 2.)

GRANITE VALLEY BUILDERS

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.)
3602 N. McColl	
City, state and ZIP code McALLEN, TX 78501	City, state and ZIP code

Phone # (956) 778-7750 Fax # (956) 584-0499 Email address: MPgv5@aol.com

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 instructions 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
[redacted]
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 Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts 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 ▶ [signature] | Date ▶ 2/16/10

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.

Form MA- W-9 (Rev. April 2009)

BIDDER/VENDOR APPLICATION

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 GRANDES VALLEY BUILDERS	Telephone No. (956) 778-7750
Mailing Address 3602 N. McColl	Fax No. (956) 584-0497
City, State, Zip McAllen, TX 78501	Tax I.D. No.
E-Mail Address: MPGVB@AOL.com	Website Address:
Representative(s) Name(s) & Title(s): MANUEL PEREZ	
Type of Organization (check one): Individual ___ Partnership ___ Corporation ✓ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.	
State of Incorporation: TEXAS	Other:
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker ___ Distributor ___ Service Organization ✓ Other, Specify: CONSTRUCTION	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: MANUEL PEREZ	

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

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 Maria de la Fuente dba Del Sol Homes (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 February 23, 2010 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: Del Sol Homes
Attn: Maria de la Fuente
1422 E. Thompson
Edinburg, TX 78542

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:_____
Del Sol Homes

By:_____
Maria de la Fuente

By:_____
Owner

By:_____
Rene Ramirez, County Judge

By:_____
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

.

EXHIBIT “A”

RFB PACKET

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.

1. 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)
- 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)
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 30 year composition shingles
- 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.

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)

Please print or type

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.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

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.

Form **MA- W-9** (Rev. April 2009)

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.

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: Del Sol Homes

Address: 1422 E. Thompson

Edinburg, TX 78542

By: [signature]

Printed Name: Maria De la Fuente

Title: Owner

17

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: $ 6,768.45

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: Del Sol Homes

ADDRESS: 1422 E. Thompson

CITY/STATE/ZIP CODE: Edinburg TX, 78542

PHONE NUMBER: (956)272-3112 FAX NUMBER: _____

AUTHORIZED SIGNATURE: [signature]

TITLE: OWNER

DATE: February 11, 2010

*****It is Mandatory that Bid Page be included in Bid Package*****

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE

DATE 11/30/2009

PRODUCER
Myron F. Steves & Company
6800 Park Ten Blvd., Suite 160-S
San Antonio, TX 78213

INSURED
Maria Dela Fuente dba
Del Sole Homes Construction
1422 E. Thompson

Edinburg, TX 78539

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

INSURER A: Markel Essex Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN AGGREGATE LIMIT APPLIES PER ☑ POLICY ☐ PROJECT ☐ LOC	3CW3879	11/20/2009	11/20/2010	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	$ 2,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $ 1,000
	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	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS ☐ OTHER EACH ACCIDENT DISEASE - EACH EMPLOYEE DISEASE - POLICY LIMIT	$ $ $
	OTHER					$ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: 11-30-09

CERTIFICATE HOLDER

Hidalgo County Headstart
1901 W Hwy 107
Mcallen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Fred Steves

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2009

PRODUCER
XPRESS INSURANCE AGENCY
3608 Buddy Owens Blvd Ste C
McAllen, TX 78504
(956)686-2400

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
MARIA DE LA FUENTE
DBA: DEL SOL HOME CONST.
1422 EAST THOMPSON
EDINBURG, TX 78542
956-272-3112

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D: TEXAS MUTUAL INSURANCE	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE $
	CLAIMS-MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) $
					MED EXP (Any one person) $
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY $
	POLICY PRO-JECT LOC				GENERAL AGGREGATE $
	AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG $
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) $
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
	SCHEDULED AUTOS				BODILY INJURY (Per accident) $
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) $
	NON-OWNED AUTOS				
	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 $				$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TX 504751	12/09/09	12/09/10	WC STATU-TORY LIMITS X OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y				E.L. EACH ACCIDENT $ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE $ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
HIDALGO COUNTY HEAD START
1901 W STATE HIGHWAY 107
MCALLEN, TX 78504

ATTN:ANGELICA SALINAS

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
Tyrell Cowan

ACORD 25 (2009/01)

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MARBURGER-HOLT INC
PO BOX 1198
EDINBURG, TX 78540
956-383-0117

PROGRESSIVE

Policy number: 04452508-0
Underwritten by:
Progressive County Mutual Ins Co
November 25, 2009
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDAGO CTY HEADSTA 1901 W HWY 107 MCALLEN, TX 78504	MARIA E DELA FUENTE DEL SOL HOME CONSTRUCTION 1422 E. THOMPSON EDINBURG, TX 78542	MARBURGER-HOLT INC PO BOX 1198 EDINBURG, TX 78540

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 25, 2009	Policy Expiration Date: Nov 25, 2010
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$500,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only
2007 FORD F150 1FTPW14587KD53688

Certificate number
32509SIC508

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5240 (0607)

DEBARMENT FORM

Certification For
Primary Covered Transactions

1. The Del Sol Homes (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 incligible, 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 Del Sol Homes (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: [signature]

Print Name: Maria De la Fuente

Title: owner

Telephone No.: (956) 272-3112 Date: February 11, 2010

CONFLICT OF INTEREST FORM

2054057

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.

Del Sol Home Construction

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.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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]

Signature of person doing business with the governmental entity

11/23/09

Date

EXHIBIT D

W-9 FORM

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Maria De La Fuente

Business name, if different from above
Del Sol Homes

Check appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶ ☐ Exempt payee

Address (number, street, and apt. or suite no.)
1422 Thompson

Requester's name and address (optional)

City, state, and ZIP code
Edinburg Texas 78542

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ ___ ___

or

Employer identification number: 27 1470239

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Maria De La Fuente Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: 11/17/09

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name D&L Sol Construction Telephone No. (956) 272-3112

Mailing Address 1122 E. Thompson Fax No. ( )

City, State, Zip Edinburg, TX Tax I.D. No.

E-Mail Address: dlconstructions@yahoo.com 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.

SS. 591-96-3630

State of Incorporation: _____ Other:

Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker
___ Distributor ___ Service Organization ✓ Other, Specify

Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Maria DeLa Fuente Owner Jose Dela Fuente Supervisor

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

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

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 Maria de la Fuente dba Del Sol Homes (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 February 23, 2010 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:
Del Sol Homes
Attn: Maria de la Fuente
1422 E. Thompson
Edinburg, TX 78541

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:_____
Del Sol Homes

By:_____
Maria de la Fuente

By:_____
Owner

By:_____
Rene Ramirez, County Judge

By:_____
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

.

EXHIBIT “A”

RFB PACKET

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.

1. 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)
- 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)
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 30 year composition shingles
- 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, 2010.

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 _____, 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.

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)

Please print or type

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.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

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.

Form **MA- W-9** (Rev. April 2009)

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 — 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.

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: Del Sol Homes

Address: 1422 E. Thompson

Edinburg, TX 78542

By: [signature]

Printed Name: Maria De la Fuente

Title: Owner

17

SELECTION PROCE RES: The SEALED BID shall be s mitted 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: $ 6,769.45

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: Del Sol Homes

ADDRESS: 1422 E. Thompson

CITY/STATE/ZIP CODE: Edinburg, TX 78542

PHONE NUMBER: (956) 272-3112 FAX NUMBER:

AUTHORIZED SIGNATURE:

TITLE: owner

DATE: 2/11/2010

*****It is Mandatory that Bid Page be included in Bid Package*****

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE

DATE 11/30/2009

PRODUCER
Myron F. Steves & Company
6800 Park Ten Blvd., Suite 160-S
San Antonio, TX 78213

INSURED
Maria Dela Fuente dba
Del Sole Homes Construction
1422 E. Thompson

Edinburg, TX 78539

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

INSURER A: Markel Essex Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN AGGREGATE LIMIT APPLIES PER ☑ POLICY ☐ PROJECT ☐ LOC	3CW3879	11/20/2009	11/20/2010	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	$ 2,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $ 1,000
	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	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS ☐ OTHER EACH ACCIDENT DISEASE - EACH EMPLOYEE DISEASE - POLICY LIMIT	$ $ $
	OTHER					$ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: 11-30-09

CERTIFICATE HOLDER

Hidalgo County Headstart
1901 W Hwy 107
Mcallen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Fred Steves

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2009

PRODUCER
XPRESS INSURANCE AGENCY
3608 Buddy Owens Blvd Ste C
McAllen, TX 78504
(956)686-2400

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
MARIA DE LA FUENTE
DBA: DEL SOL HOME CONST.
1422 EAST THOMPSON
EDINBURG, TX 78542
956-272-3112

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D: TEXAS MUTUAL INSURANCE	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE $
	CLAIMS-MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) $
					MED EXP (Any one person) $
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY $
	POLICY PRO-JECT LOC				GENERAL AGGREGATE $
	AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG $
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) $
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
	SCHEDULED AUTOS				BODILY INJURY (Per accident) $
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) $
	NON-OWNED AUTOS				
	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 $				$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TX 504751	12/09/09	12/09/10	WC STATU-TORY LIMITS X OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y				E.L. EACH ACCIDENT $ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE $ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
HIDALGO COUNTY HEAD START
1901 W STATE HIGHWAY 107
MCALLEN, TX 78504

ATTN:ANGELICA SALINAS

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
Tyrell Cowan

ACORD 25 (2009/01)

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PROGRESSIVE

MARBURGER-HOLT INC
PO BOX 1198
EDINBURG, TX 78540
956-383-0117

Policy number: 04452508-0
Underwritten by:
Progressive County Mutual Ins Co
November 25, 2009
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO CTY HEADSTA 1901 W HWY 107 MCALLEN, TX 78504	MARIA E DELA FUENTE DEL SOL HOME CONSTRUCTION 1422 E. THOMPSON EDINBURG, TX 78542	MARBURGER-HOLT INC PO BOX 1198 EDINBURG, TX 78540

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 25, 2009	Policy Expiration Date: Nov 25, 2010
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$500,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2007 FORD F150 1FTPW14587KD53688

Certificate number

32509SIC508

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5240 (08/2)

DEBARMENT FORM

Certification For
Primary Covered Transactions

1. The Del Sol Homes (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 incligible, 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 Del Sol Homes (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: [signature]

Print Name: Maria De la Fuente

Title: owner

Telephone No.: (956) 272-3112 Date: February 11, 2010

CONFLICT OF INTEREST FORM

2054057

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.

Del Sol Home Construction

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.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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

11/23/09
Date

EXHIBIT D

W-9 FORM

Form **W-9** (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Maria De La Fuente

Business name, if different from above
Del Sol Homes

Check appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1422 Thompson

Requester's name and address (optional)

City, state, and ZIP code
Edinburg Texas 78542

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ___ ___ ___

or

Employer identification number: 27 1470239

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Maria De La Fuente Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: 11/17/08

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name D&L Sol Construction Telephone No. (956) 272-3112

Mailing Address 1022 E. Thompson Fax No. ( )

City, State, Zip Edinburg, Tx Tax I.D. No.

E-Mail Address: dlconstructions@yahoo.com 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.

SS. 591-96-3630

State of Incorporation: _____ Other:

Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker
___ Distributor ___ Service Organization ✓ Other, Specify

Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Maria Dela Fuente (owner) Jose Dela Fuente (Supervisor)

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

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 Adolfo Vela dba Adelco Enterprises (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 **February 23, 2010** 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:
Adelco Enterprises
Attn: Adolfo Vela
301 Quamasia Ave.
McAllen, TX 78504

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the 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:_____
Adelco Enterprises

By:_____
Adolfo Vela

By:_____
Owner

By:_____
Rene Ramirez, County Judge

By:_____
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

.

EXHIBIT “A”

RFB PACKET

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.

1. 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)
- 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)
- Install new 30 weight roofing felt
- Replace defective studs and moldings where applicable
- Install new 30 year composition shingles
- 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 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 –
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 _____, 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.

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)

Please print or type

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.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

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.

Form **MA- W-9** (Rev. April 2009)

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 — 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.

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: ADELCO ENTERPRISES

Address: 301 Quamasia Ave McAllen, TX. 78504

By: [signature]

Printed Name: [signature]

Title: OWNER

17

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: $ 7500

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: ADELCO ENTERPRISES

ADDRESS: 3201 QUAMASIA AVE.

CITY/STATE/ZIP CODE: MCALLEN TX 78504

PHONE NUMBER (956) 358-3228 FAX NUMBER (956) 630-0250

AUTHORIZED SIGNATURE:

TITLE: OWNER

DATE: 2-16-10

*****It is Mandatory that Bid Page be included in Bid Package*****

EXHIBIT “C”
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, Adolfo J. Vela authorized representative for ADELCO Enterprises

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

2-16-10
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.

21

DEBARMENT FORM

Certification For
Primary Covered Transactions

1. The ADELLO Enterprises (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: Adolfo L. Vela

Title: Owner

Telephone No.: (956) 368 3228 Date: 8. 16. 10

CONFLICT OF INTEREST FORM

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.

Hoff. J. Veh

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.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local 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.

N/A

4

Signature of person doing business with the governmental entity

2-16-10

Date

31

W-9 FORM

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 (As 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)
Adolfo J. Vela ADSLCO Enterprises

Business name, if different from above. (See Specific Instruction on page 2)
ADSLCO Enterprises

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.
301 Quamasia Ave	
City, state and ZIP code	**City, state and ZIP code**
McAllen, Tx 78504	

Phone # (956) 358-3228 Fax # (956) 630-0250 Email address: jvelaquamasia@aol.com

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
456-78-3620
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 ▶** [signature] **Date ▶** 2-16-10

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.

Form **MA- W-9** (Rev. April 2009)

BIDDER/VENDOR APPLICATION

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 ADALID Enterprises Telephone No. (956) 358 3228

Mailing Address 3201 Alamania Fax No. (956) 630 0250

City, State, Zip McAllen, Tx 78504 Tax I.D. No. 459 78 3627

E-Mail Address: Website Address:

jtvaquera@aol.com

Representative(s) Name(s) & Title(s)

ADOLFO I VELA - OWNER

Type of Organization (check one): ✓ Individual ___ Partnership ___ Corporation _ LLC ___ Other, Specify

Federal Identification No. or (if individual) SS No.

459 78 3627

State of Incorporation: N/A Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer____ broker
____ Distributor ____ Service Organization ✓ Other, Specify

GEN. CONTRACTOR

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Adolfo I. Vela

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- ✓ Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- ☐ Black American
- ☐ Native American
- ✓ Hispanic American
- ☐ Women
- ☐ Asian Pacific American
- ☐ Other

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?: General Construction

Would you like to be provided with requirements for procurements of such products?: ✓ Yes No

AI-19940 **20.B.**

Approval of Certificate of Payment #1
CC REGULAR

Date:	02/23/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Presentation and Discussion of Certificate of Payment #1 to Rigney Construction & Development, LLC, for the Construction of Three (3) Portable Two (2) Classroom Buildings, under Purchase Order No. 78991

BACKGROUND

Policy Council Approval: 02.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact to the County.

Refer to : AI-18932 CC 12/15/09 Reg

Attachments

Link: Certificate of Payment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2010 10:38 AM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2010 02:03 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW
Form Started By: Linda Galaviz			Started On: 02/16/2010 09:41 AM	
Final Approval Date: 02/19/2010				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 17, 2010

SUBJECT: Presentation for Discussion and Approval of Certificate of Payment #1 to Rigney Construction & Development, LLC, for the Construction of Three (3) Portable Two Classroom Buildings, Under Purchase Order № 78991

RATIONALE/NEED: This is the first partial payment for the construction work performed by Rigney Construction & Development LLC, on the three (3) portable two classroom buildings.

RECOMMENDATION: Administration recommends approval.

COST: Approximately $40,568.79

RELATED INFORMATION INCLUDED: Application & Certification for Payment

* *

INITIATED BY: Ambrosio Tovar, Procurement Director AT

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director EG

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores .

rofa
architects

rike
ogden
figueroa
allex

February 11, 2010

Mr. Ambrosio Tovar
Hidalgo County Headstart
P.O. Box 0117
Edinburg, Texas 78540

Re: Hidalgo County Head Start Program Three Portable Classroom Addition

Dear Mr. Tovar:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment" No. 1 submitted by Rigney Construction & Development, LLC in the amount of **$40,568.79.**
2. Statement of Surety Company for Review of Application for Payment #1 dated February 8, 2010.
3. Stored Material list from Rigney Construction & Development, LLC
   - Invoice from ProBuild dated February 3, 2010.
   - Invoice from ProBuild dated February 2, 2010.
   - Invoice from ProBuild dated February 3, 2010.
   - Invoice from Innovative Block of South Texas, Ltd dated February 1, 2010.

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

APPLICATION AND CERTIFICATE FOR PAYMENT

SUBMITTED TO: Hidalgo County Head Start Program
1901 W. State Hwy 107
Edinburg, TX 78540

PROJECT: HC Head Start Program 3 Portable Buildings

APPLICATION NO: 01
PERIOD TO: 2/28/10
PROJECT NO: 09.112
ARCH PROJ NO: 29009
CONTRACT DATE:
APPLICATION DATE: 2/4/10
INVOICE NO: 01

Distribution To:
OWNER
ARCHITECT
CONTRACTOR

SUBMITTED FROM: Rigney Construction & Development, LLC
7011 N. Seminary Rd.
Edinburg, Texas 78541

ARCHITECT: Rike Ogden Figueroa Allex Architects
1007 Walnue Ave.
McAllen, TX 78501

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	$	350,000.00
NET CHANGE BY CHANGE ORDERS	$	
CONTRACT SUM TO DATE	$	350,000.00
TOTAL COMPLETED AND STORED TO DATE	$	42,704.00
RETAINAGE:		
5% OF COMPLETED WORK	$	1,121.86
5 % OF STORED MATERIAL	$	1,013.35
TOTAL RETAINAGE	$	2,135.21
TOTAL EARNED LESS RETAINAGE	$	40,568.79
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$	
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	
CURRENT PAYMENT DUE	$	40,568.79
BALANCE TO FINISH INCLUDING RETAINAGE	$	309,431.21

(See Attached Pages for Original Contract and Change Order Breakdown.)

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 payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Rigney Construction & Development, LLC

By: Carlos Ozuna Date: February 4, 2010

State of: Texas

County of: Hidalgo

Subscribed and sworn to before me this February 4, 2010

NOTARY PUBLIC: Rosalinda Rodriguez

My Commission Expires: 3/30/2013

NOTARY PUBLIC STATE OF TEXAS
ROSALINDA RODRIGUEZ
My Commission Expires
March 30, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 40,568 79

(Attach explanation if amount certified differs from the amount applied for. initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

ARCHITECT: Rike Ogden Figueroa Allex Architects

By: Date: 2-11-10

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.

AI-19930 **20.C.**

Purchase Instructional/Teaching Materials

CC REGULAR

Date:	02/23/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Purchase Instructional/Teaching Materials Through the Hidalgo County's Membership/Participation with Texas Association School Boards (TASB) Buyboard's Awarded Vendor Hatch, Contract #:328-09

BACKGROUND

Policy Council Approval: 02.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Purchase Instructional Materials

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2010 09:24 AM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2010 03:45 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW
Form Started By: Linda Galaviz			Started On: 02/12/2010 02:55 PM	
Final Approval Date: 02/19/2010				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 17, 2010

SUBJECT: Discussion/Approval on Request to Purchase Instructional/Teaching Materials Through the Hidalgo County's Membership / Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors Hatch, Inc., Contract #328-09

RATIONALE/NEED: This contract would allow the purchasing of the lowest and best pre-bided prices on instructional/ teaching materials under the Buy Board program. This item incorporates fundamental skills and strategies into hands-on activities with a software program designed for three and four year old children. This will be furnished to the classrooms which do not yet have the program.

RECOMMENDATION: Administration recommends approval.

COST: Budget: Classroom Supplies - $38,186.82

RELATED INFORMATION INCLUDED: Memo/Proposal

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
P.O. Box 0117•Edinburg, TX. 78540•Tel: (956) 383-0706•Fax: (956) 380-2588

Date: February 9, 2010

To: Mrs. Teresa Flores, Executive Director
Mrs. Nora Muñoz Assistant Program Director
Mr. Edmundo Garcia, Assistant Program Director

From Mrs. Janie Navarro, Area Education Director

Subject: Curriculum Purchase Proposal: Journeys

Presently, Hidalgo County Head Start Program utilizes Journeys Into Early Literacy as one of the resources to supplement our curriculum. Journeys into Early Literacy incorporates fundamental skills and strategies into hands-on activities with a software program designed for three and four year old children. Initially, this program was purchased for the classrooms that were instructing four year old children. As the program has grown and evolved, it has become necessary to furnish this resource to all the classrooms, which include mixed-aged classrooms (3 and 4 year olds) and classrooms for the three year old.

A recent inventory shows that we need 67 additional sets. This includes the additional 7 new classrooms that were recently added.

67 Kits @ 599.95 =	$40,196.65
Freight	Free
Discount	- 2,009.83
Total	$38,186.82

If further information is required, please do not hesitate to contact me.

"Make it a Great Head Start Day"

Journeys into EARLY LITERACY®

Destination Reading™

Journeys into Early Literacy is more than a software program and more than a reading kit... it's a literacy learning laboratory full of engaging characters, hands-on learning materials and enough fun to fill your entire classroom!



Journeys into Early Literacy **Includes**:
1 CD-ROM - Mac/Win, 1 Audio CD, comprehensive teacher manual and all print and manipulative materials.

****Journeys into Early Literacy*** incorporates fundamental skills and strategies into on-screen and hands-on activities that are fun and engaging for young children.

Price per unit (Item No. 680000)	$ 599.95
Number of units requested	67
Subtotal for units	$ 40,196.65
Subtotal	$ 40,196.65
***Discount (5%)**	$ (2,009.83)
***Freight 15%**	FREE
Total Price*	$ 38,186.82

5% discount and FREE freight per TX Buy Board Contract # 328-09

Journeys into Early Literacy

includes a PRINT and MANIPULATIVES KIT that offers literally hundreds of hands-on activities for young learners!

Print and Manipulative Materials include:

- Teacher Manual with **162 activity cards, 99 activity masters and 31 family connection letters in English and Spanish**
- Upper and Lowercase Magnetic Letters
- Upper and Lowercase Stamp Letters
- Dough and Alphabet Dough Cutters
- Magnetic Write/Wipe Boards (2)
- Wild About Animals book (6)
- Washable Stamp and Pad
- Transparent Color Counters
- Uppercase Sponge Letters
- Picture Word Cards (49)
- Sentence Strips (100)
- Puppet Patterns (16)
- Plastic Letter Cubes
- Jack and Jill Poster
- Dry Erase Markers
- Song Charts (3)
- Big Books (7)
- Pocket Chart
- Wikki Stix
- O Rings

Do you have more than one computer in your classroom?
Journeys CD Add-On 1-pk $69.99
Journeys CD Add-On 2-pk $139.99
Journeys CD Add-On 5-pk $299.95

Minimum System Requirements
Windows: Win 95,98, ME, NT4.0 Service Pack 6, Win 2000 with Service Pack 2, XP Home, XP Professional, PIII or better, 64 MB RAM (128MB for Win2000 or XP), 175 MB hard disk space for full install, 800X600 Hi Color 16-bit (thousands of colors), Internet Explorer 5.5, 6.0/Netscape 4.7.7,6.2.1, 8x CD-ROM Drive, SoundBlaster 16 or compatible with Headphones, Macromedia Flash version 6, JVM/MRJ (version 1.0 or higher) enabled in browser.

Macintosh: Mac OS 8.6 to 9.2.x and OS X 10.1.x, GS or better, 64 MB RAM (Virtual Memory on), 175 MB hard disk space for full install, 800 x 600 Hi Color 16-bit (thousands of colors, Internet explorer 5.1/Netscape 4.7.7, 6.2.1. Memory Allocation 20MB minimum, 8x CD-ROM drive, Standard Macintosh Sound with headphones, Macromedia Flash version 6, JVM/MRJ (version 2.2.5) enabled in browser.

PO Box 11927 Winston-Salem, NC 27116
Phone 800-624-7968 * Fax 800-410-7282
www.hatchearlychildhood.com

* Pricing valid for 30 days. Local and State taxes excluded. Terms are Net 30 days. Finance charge of 1.5% will be charged on all Past Due Accounts

AI-19929 **20.D.**

Exemption from Competitive Bidding
CC REGULAR

Date:	02/23/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

1. Requesting Exemption from Competitive Bidding under the Texas Local Government Code 262.024(a)(4) for Professional Surveying Services for Head Start Program
2. Presentation of the Scoring Grid (for the Purposes of Ranking by Commissioners' Court) of the Firms Graded and Evaluated through the County's Approved "Pool" of Surveyors in Connection with Professional Surveying Services for Head Start Program for the Marking of the Land behind the LBJ Head Start Administration Building
   a. Quintanilla, Headley and Associates
   b. R.E. Garcia and Associates
   c. C.V.Q. Land Surveyors, LLC
3. Authority to Negotiate a Professional Surveying Service Contract with the No. 1 Ranked Firm of _____ for the Surveying of the Land behind the LBJ Head Start Administration Building

BACKGROUND

Policy Council Approval: 02.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact to the County.

*Funding for this project awarded by US Department of Health/Human Services under (ARRA).

Attachments

Link: Exemption from Competitive Bidding

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/16/2010 09:52 AM	APRV
2	Roland Garcia	Rolando Garcia	02/18/2010 03:33 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Linda Galaviz

Started On: 02/12/2010 02:45 PM

Final Approval Date: 02/19/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: February 17, 2010

SUBJECT:

1. Requesting Exemption From Competitive Bidding Under The Texas Local Government Code 262.024 (a)(4) for Professional Services in Connection With Surveying Services for Head Start Program.

2. Presentation Of Scoring Grid (for the Purposes Of Ranking By Commissioners' Court) of the Firms Graded and Evaluated Through the County's Approved "Pool" of Surveyors in Connection With Professional Surveying Services Required for Head Start Program for the marking of the Land behind the LBJ Head Start Administration Building.

   1. Quintanilla Hadley & Associates
   2. R.E. Garcia Associates
   3. CVQ Land Surveyors, LLC

3. Authority To Negotiate a Professional Surveying Service Contract with the No. 1 Ranked Firm of _____ for the Surveying of the Land Behind the LBJ Administration Building.

RATIONALE/NEED: Funding for this project was awarded by the U.S. Department of Health & Human Services under the American Re-Investment Recovery Act (ARRA).

RECOMMENDATION: Administration recommends approval.

COST: $50,000.00

RELATED INFORMATION INCLUDED: Memo/Scoring Grid/Contract

****

INITIATED BY: Ambrosio Tovar, Procurement Director at

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director AT

DATE: February 08, 2010

SUBJ: Exemption & Selection of Surveyor

We will need to request exemption from competitive bidding requirements for professional surveying services for the marking of the land behind the LBJ Administration building for the Head Start nature park.

We called the County Purchasing Department to inquire about written guidelines for the evaluation process which they stated there were none. They did instruct us to call the firms for copies of the certificates of insurance. We called the three (3) surveying firms to request the copies of their insurance documents as required by the county. The evaluations will reflect the revised score based on the updates submitted.

We have selected and evaluated three (3) surveying firms as required. The evaluations were completed by Mrs. Salinas, Mr. Sandoval, and by me. The firms evaluated were Quintanilla Hadley & Associates, R.E. Garcia Associates, and CVQ Land Surveyors, LLC. Based on the evaluations we recommend the Surveying firm of Quintanilla Hadley & Associates as the Surveying firm for the nature park.

Thank you.

Hidalgo County Head Start Program

Evaulation of Surveying Firms

	Quintanilla Hadley & Assoc.				R.E. Garcia Associates				CVQ Land Surveyors, LLC			
	Evaluation			Avg.	Evaluation			Avg.	Evaluation			Avg.
	A	B	C		A	B	C		A	B	C	
1 Responsiveness	30	30	30	90	30	25	30	85	30	25	30	85
2 Firm Capabilities	45	40	45	130	45	40	45	130	45	40	45	130
3 Staffing	15	15	15	45	15	15	15	45	10	15	10	35
4 Equal Opportunity Employer	5	5	5	15	5	5	5	15	5	5	5	15
5 Meets Hidalgo County Insurance Requirement	5	5	5	15	0	0	0	0	5	5	5	15
TOTAL	100	95	100	98	95	85	95	92	95	90	95	93

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

C-09-000-00-00

THIS AGREEMENT is made effective the _____ day of _____ , **2010**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **VENDOR'S NAME** , a Limited Liability Corporation ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"Professional Surveying Services For PROJECT NAME (on an on-call basis)"**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act", Government Code, the County requested proposals from Professional Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide surveying services within

DRAFT

Hidalgo County DEPARTMENT NAME in Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services" to be Provided by the Surveyor. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Method of Payment.** Payments to the **Surveyor** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Paragraph 4** herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment

DRAFT

(hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Surveyor** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Surveyor** shall submit to the **County** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Work Authorization**(s) approved by the **County.**

Final Payment. After final completion of the work and acceptance thereof by the **County** the

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Surveyor shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County,** the **County** shall pay to the **Surveyor** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

(1) The **Surveyor** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Surveyor's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Surveyor's** services which were performed in accordance with this Agreement.

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(3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor;**

(4) If the **County,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor**, at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of the **Project.** (2) failure of the **Surveyor 's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final**

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Payment shall constitute a waiver of all claims by the **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment**.

4. Work Authorization. After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "D"**- *Work Authorization Form*, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in **EXHIBIT "A",** attached hereto, in the form of individual work authorizations. Upon authorization from the **County,** the **Surveyor** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **County** and the **Surveyor**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "B",** attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Surveyor** and

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approved by the **County** shall be used by the **County** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Surveyor** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the **Surveyor** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Surveyor** and the **County.** The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Surveyor** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to

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submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the contract period to

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change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be

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accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's

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civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, '100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit AC@, issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right

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to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo

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County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or

DRAFT

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: **DEPARTMENT NAME**
ATTN:
ADDRESS

If to Surveyor: **COMPANY'S NAME**
ATTN:
ADDRESS

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

22. Execution of Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract shall be binding upon and inure to the benefit of

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the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON:_____

APPROVED AS TO FORM: **COUNTY OF HIDALGO, TEXAS**

By:_____ By:_____

Rene A. Ramirez, County Judge

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SURVEYOR:

COMPANY'S NAME

By:

—

Printed Name: _____

Title: _____

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

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EXHIBIT "A"

-Services to be

Provided by Surveyor

DRAFT

EXHIBIT "B"

-Fee Schedule

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EXHIBIT “C”

-Insurance Requirements

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EXHIBIT "D"

-Work Authorization Form

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HIDALGO COUNTY

Professional Surveying Services

Contract No. _____

Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Firm's Name"**, professional Surveyor of _____, Texas, hereinafter called **"Surveyor".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide_____.

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Surveyor* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

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Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of project.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by the Hidalgo County Right of Way Department as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY PRECINCT NO. _____

BY: _____

Hidalgo County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

DRAFT

THE SURVEYOR:

(NAME OF FIRM)

THE OWNER:

HIDALGO COUNTY

_____

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Surveyor

ATTACHMENT "B" - Payment/ Fee Schedule

ATTACHMENT "C" - Insurance Requirements provided by Surveyor

ATTACHMENT "D" - Work Authorization Form

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AI-19951 **21.A.**

Request for Professional Services for N. Tower Corner Clips Project (Owassa & Minnesota)

CC REGULAR

Date:	02/23/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Right of Way

Information

CAPTION

Pct. #2:
Authorization for surveys, title reports, appraisals and acquisition of additional right of way on the N. Tower Corner Clips Project (Owassa & Minnesota).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Funding available in the amount of $97,400.00 as of 02/17/2010

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 09:23 AM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2010 08:52 AM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/17/2010 08:28 AM

Final Approval Date: 02/19/2010

AI-20041 **22.A.**

Pct. #1 Commissioner Handy

CC REGULAR

Date:	02/23/2010
Submitted By:	Joann Gonzalez, COMM. PCT. #1
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Approval to reappoint Mr. Joe Olivarez as Pct. #1 Representative for Regional Mobility Authority for a two year term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: HCRMA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 03:41 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/19/2010 04:07 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Joann Gonzalez — Started On: 02/19/2010 03:13 PM

Final Approval Date: 02/19/2010

HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

510 South Pleasantview Drive, Weslaco, Texas 78596
Phone: 956-969-5822 Fax: 956-969-5821

Dennis Burleson
Chairman

Rick Perez
Vice-Chairman

Ramiro E. Salazar
Secretary/Treasurer

Joe Olivarez
Board Member

Juan Maldonado
Board Member

Ricardo Perez
Board Member

Michael G. Cano
Board Member

February 4, 2010

Mr. Joe Olivarez
614 N. Texas Blvd.
Weslaco, Texas 78596

Dear Mr. Olivarez:

You were reappointed by Commissioner Sylvia Handy in 2008 for a term that expires February 2010. The RMA is soon entering an important phase of financing and construction that means that a wholesale turnover of the board would set back Hidalgo County's transportation plan. I am copying Commissioner Handy and request that you visit with her about reappointing you, assuming you want to continue to serve, which is my hope. As we go to the bond market, a board of experienced members who are appointed on staggered terms is important.

Thank you again for your service.

Yours truly,

Godfrey Garza, Jr., CMF
Hidalgo County Regional Mobility Authority

cc: Commissioner Sylvia Handy, Pct. 1

RECEIVED
FEB 09 2010
PRECINCT 1
COMMISSIONER SYLVIA S. HANDY

AI-20009 **23.A.**

Interlocal Agreement between County of Hidalgo and City of Alamo for Tower Road

CC REGULAR

Date:	02/23/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Discussion, consideration and approval of Interlocal Cooperative Agreement between County of Hidalgo and City of Alamo for Tower Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

a "Due From" account will be established to receive monies when the county invoices the City of Alamo. The revenue will be considered intergovernmental revenue to the Precinct.

also, a receivable account will have to be utilized when receiving monies.

Tower Rd project account: 0-1339-431-00-122-031-0-XXX

Attachments

Link: ICA City of Alamo & County of Hidalgo

Link: Bid Description & Layout

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/18/2010 03:09 PM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2010 04:53 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/18/2010 02:36 PM

Final Approval Date: 02/19/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ALAMO, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the__ day of _____, 2010, by and between the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, Alamo and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, County made road improvements to Tower Road from Moore Road south to Rancho Blanco road and incurred all costs associated with the construction and drainage for these road improvements ("Tower Road Project");

WHEREAS, approximately 400 liner feet of pipe and a type "C" inlet were included in Tower Road Project within Alamo's corporate boundaries;

WHEREAS, Alamo has since developed new plans and specifications through its engineer for road and drainage improvements which have resulted in inconsistencies with the County's competed work of the portion of Tower Road Project within Alamo's corporate boundaries;

WHEREAS, Alamo desires to remove the County drainage improvements from the Tower Road Project within its corporate limits and has agreed to reimburse County for the costs incurred for this construction in order to pursue its own engineering plans and specifications within its boundaries.

WHEREAS, upon completion of Alamo's drainage improvements in the Tower Road Project vicinity, in accordance with Alamo's engineering plans and specifications, the parties agree that County will not be adversely affected by drainage concerns;

WHEREAS, County and Alamo are authorized to enter into this Agreement

pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. Alamo shall, at its own cost and expense, remove drainage improvements made by County within Alamo's corporate limits in relation to the Tower Road Project in Accordance with Exhibit "A" attached hereto and incorporated herein for all purposes (the "Removal Work") and shall reimburse County an amount not to exceed Fifteen Thousand Two Hundred and Thirty Two Dollars and 12/100ths ($15,232.12) for costs incurred by County for such construction.

2. Upon completion of the Removal Work, County shall invoice Alamo for reimbursement in the amount stated in paragraph 1 above for the removed improvements and Alamo agrees to reimburse County within thirty (30) days of receipt of such invoice.

   a. The approximately 400 linear feet of pipe to be removed will be utilized at the City's discretion.

3. Alamo shall cause to be constructed at its own cost and expense, adequate drainage and/or road improvements within its corporate limits to insure sufficient drainage to County property located within the vicinity of Tower Road Project which might otherwise be affected by the removal of the County improvements the subject of this Agreement.

4. Alamo agrees to release County from any and all liability which may arise due to the removal of the County built road and drainage improvements within the city limits of Alamo in relation to the Tower Road Project.

5. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

7. **Entire Agreement.** This Agreement contains the entire contact 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 Alamo and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 Alamo:	City of Alamo, Texas Attention: Mayor Rudy Villarreal 430 N. Tower Road Alamo, Texas 78516
If to County:	Hidalgo County, Texas Attention: Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Hector Palacios Commissioner, Precinct No. 2 301 E. State Street Pharr, Texas 78577

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

10. **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.

11. **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.

12. **Assignment.** This Agreement shall not be assignable.

13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

15. **Authority to Execute.** The execution and performance of this Agreement by Alamo and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Alamo and County in accordance with its terms.

16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, Secretary

HIDALGO COUNTY

By: _____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

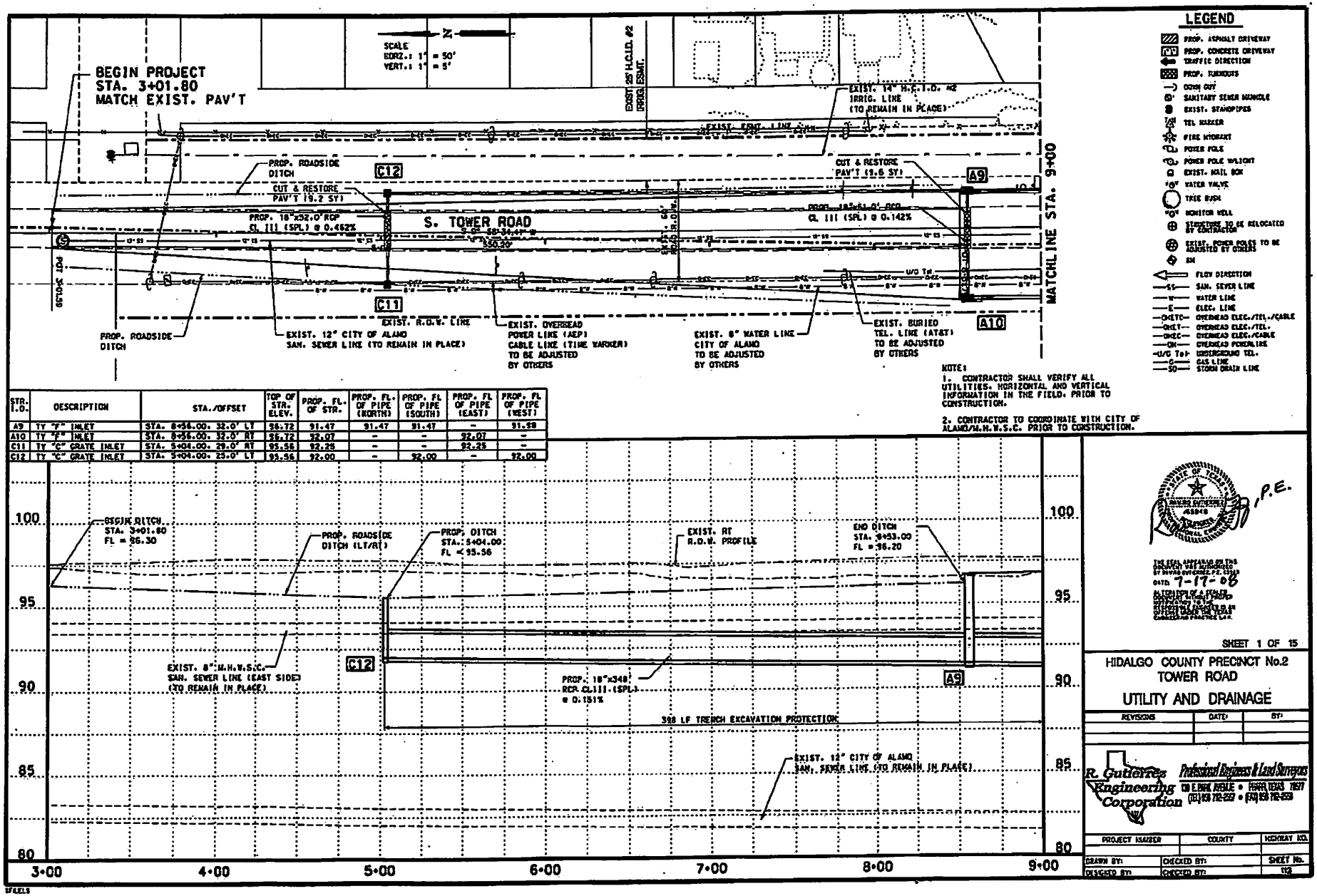
By: _____
Stephen L. Crain

R. Gutierrez Engineering Corporation

Removal Work

Client; HIDALGO COUNTY PRECINCT NO. 2
Project: TOWER ROAD DRAINAGE Items
By: Ramiro Gutierrez
Date: 02/17/10

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
BASE BID					
* 400	Cement Stabilized Backfill	CY	0	$20.00	$0.00
* 400	Cut & Restore Pavement	SY	9	$36.10	$332.12
* 402	Trench Excavation Protection	LF	342	$1.25	$427.50
464	Reinforced Concrete Pipe (Cl III) (18) (Rubber Gasket)	LF	382	$29.50	$11,269.00
464	Reinforced Concrete Pipe (Cl III) (24) (Rubber Gasket)	LF	0	$33.90	$0.00
464	Reinforced Concrete Pipe (Cl III) (30) (Rubber Gasket)	LF	0	$54.50	$0.00
464	Reinforced Concrete Pipe (Cl III) (36) (Rubber Gasket)	LF	0	$65.50	$0.00
464	Reinforced Concrete Pipe (Cl III) (42) (Rubber Gasket)	LF	0	$90.10	$0.00
465	Inlet (Complete) (Ty C)	EA	1	$3,100.00	$3,100.00
465	Manhole (Complete) (Ty A)	EA	0	$2,200.50	$0.00
* 467	Safety End Treatment (18") (4:1)	EA	0	$600.00	$0.00
*467	Safety End Treatment (18") (3:1)	EA	0	$700.00	$0.00
* 506	Construction Exits (Ty II) (Install)	SY	0	$15.50	$0.00
* 506	Construction Exits (Ty II) (Removel)	SY	0	$5.50	$0.00
* 506	Temp Sediment Control Fence	LF	46	$2.25	$103.50
4035	RC Low Head Pressure Pipe (CL III) (18 IN)	LF	0	$22.35	$0.00
4035	RC Low Head Pressure Pipe (CL III) (24 IN)	LF	0	$32.50	$0.00
4035	Stand Pipe (24 IN)	EA	0	$4,000.00	$0.00
	TOTAL BASE BID				$15,232.12



STR. I.D.	DESCRIPTION	STA./OFFSET	TOP OF STR. ELEV.	PROP. FL. OF STR.	PROP. FL. OF PIPE (NORTH)	PROP. FL OF PIPE (SOUTH)	PROP. FL OF PIPE (EAST)	PROP. FL OF PIPE (WEST)
A9	TY "F" INLET	STA. 8+56.00. 32.0' LT	96.72	91.47	91.47	91.47	-	91.58
A10	TY "F" INLET	STA. 8+56.00. 32.0' RT	96.72	92.07	-	-	92.07	-
C11	TY "C" GRATE INLET	STA. 5+04.00. 29.0' RT	95.56	92.25	-	-	92.25	-
C12	TY "C" GRATE INLET	STA. 5+04.00. 25.0' LT	95.56	92.00	-	92.00	-	92.00

NOTE:
1. CONTRACTOR SHALL VERIFY ALL UTILITIES. HORIZONTAL AND VERTICAL INFORMATION IN THE FIELD. PRIOR TO CONSTRUCTION.

2. CONTRACTOR TO COORDINATE WITH CITY OF ALAMO/M.H.W.S.C. PRIOR TO CONSTRUCTION.

STATE OF TEXAS — RAUL GUTIERREZ — 45848 — LICENSED PROFESSIONAL ENGINEER — P.E.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAUL GUTIERREZ, P.E. 45848
DATE: 7-17-08

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER AUTHORITY TO DO SO IS PUNISHABLE BY FINE AND/OR IMPRISONMENT IN ACCORDANCE WITH THE TEXAS ENGINEERING PRACTICE ACT.

SHEET 1 OF 15

HIDALGO COUNTY PRECINCT No.2
TOWER ROAD
UTILITY AND DRAINAGE

REVISIONS	DATE:	BY:

R. Gutierrez Engineering Corporation — Professional Engineers & Land Surveyors
130 E. DIXIE AVENUE • PHARR, TEXAS 78577
(TEL) 956 702-2522 • (FAX) 956 702-2526

PROJECT NUMBER	COUNTY	HIGHWAY NO.
DRAWN BY:	CHECKED BY:	SHEET No.
DESIGNED BY:	CHECKED BY:	1/2

SFAELS

AI-19964 **24.A.**

Pct #3 Unnamed Road

CC REGULAR

Date: 02/23/2010

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to name unnamed road as **Ranchito St**. located in Ranchito La Homa Subdivision, approximately 4 1/2 Miles North of La Homa Road running west.

BACKGROUND

Ranchito St. is approved by Lower Rio Grande Valley Development Council 911 Dept.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: 911 Dept Info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 02:17 PM	APRV
2	Perla Lopez	Perla Lopez	02/17/2010 02:40 PM	APRV
3	Auditor's Office	Angela Garcia	02/19/2010 05:15 PM	APRV

Form Started By: Norma Ceballos Started On: 02/17/2010 12:27 PM

Final Approval Date: 02/19/2010

Lower Rio Grande Valley Development Council

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

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

Edward C. Camarillo
Mayor Pro-Tem, Brownsville

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Buddy De La Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
President, TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Hon. Norma G. Garcia
Member-At-Large

Don Medina
Member-At-Large

EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

9-1-1 DEPT

FAX TRANSMISSION

To:	MINGO VILLARREAL	**From:**	JUAN TORRES
Fax:	(956) 585-2375	**Pages:**	2 INCL. COVER
Phone:		**Date:**	FEB. 12, 2010
Re:	INFORMATION	**CC:**	

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

THE NAME OF ***RANCHITO ST.*** IS APPROVED FOR RANCHITO LA HOMA SUBDIVISION.

LOCATED APPROXIMATELY 4 ½ MILES NORTH OF LA HOMA RD. (RUNS WEST).

VOL. 20 PG. 151A

ART SALINAS
ENGINEERING & SURVEYING
1001 MILLER, SUITE 105 MISSION, TX
580-9595 FAX 580-9596

Addressed by 911

RANCHITO LA HOMA

HIDALGO COUNTY, TEXTAS

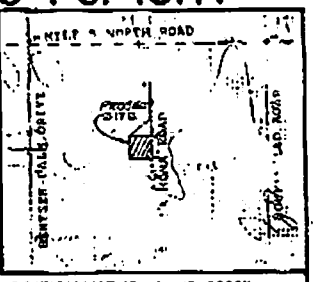
A SUBDIVISION WITHIN THE EAST 6.0 ACRES OUT OF THE SOUTH 16.0 ACRES OF TRACT "M", BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY, TEXAS.

U.E. = UTILITY EASEMENT
I.E. = IRRIGATION EASEMENT
R.O.W. = RIGHT-OF-WAY LINE

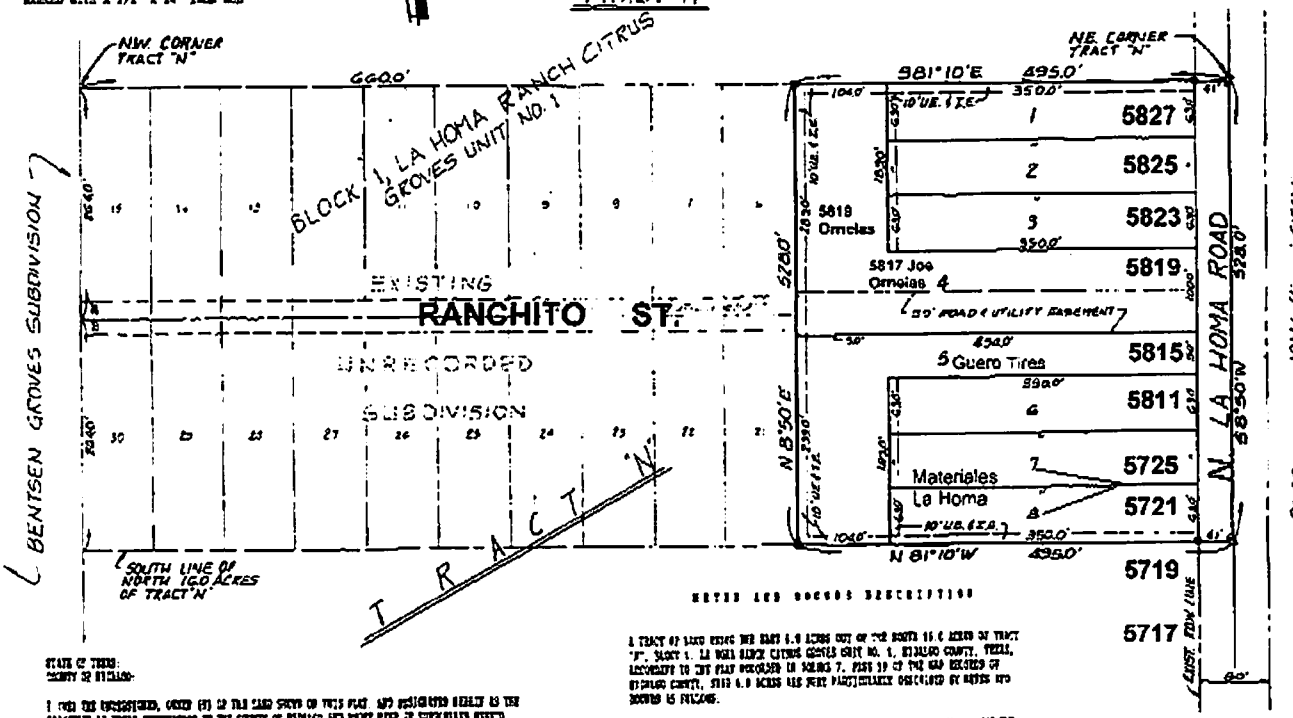
PROPERTY CORNER SCHEDULE

● - DENOTES 1/2" IRON ROD FOUND
Ø - DENOTES FOUND
* ALL INTERIOR LOT CORNERS ARE MARKED WITH A 1/2" x 24" IRON ROD

SCALE: 1"=100'



LOCATION MAP (Scale: 1"=2000')
DATE OF PREPARATION: 07-03-90



METES AND BOUNDS DESCRIPTION

A TRACT OF LAND BEING THE EAST 6.0 ACRES OUT OF THE SOUTH 16.0 ACRES OF TRACT "M", BLOCK 1, LA HOMA RANCH CITRUS GROVES UNIT NO. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 7, PAGE 19 OF THE MAP RECORDS OF HIDALGO COUNTY, SAID 6.0 ACRES ARE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT MARK AT THE NORTHWEST CORNER OF SAID TRACT "M" FOR THE NORTHEAST CORNER HEREOF AND POINT OF BEGINNING:

THENCE SOUTH 8 DEGREES 50 MINUTES WEST 528.0 FEET, ALONG THE EAST LINE OF SAID TRACT "M", PASS AT 20 FEET TO A FOUND POINT FOR THE SOUTHEAST CORNER HEREOF;

THENCE NORTH 81 DEGREES 10 MINUTES WEST, AT 42.0 FEET PASS A 1/2" IRON ROD FOUND ON THE EAST RIGHT-OF-WAY LINE OF LA HOMA ROAD, AT 495.0 FEET IN ALL TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 8 DEGREES 50 MINUTES EAST 528.0 FEET TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID TRACT "M" FOR THE NORTHWEST CORNER HEREOF;

THENCE SOUTH 81 DEGREES 10 MINUTES EAST, AT 454.0 FEET PASS A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF LA HOMA ROAD, AT 495.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 6.0 ACRES, OF WHICH THE EAST 41.0 FEET (0.57 ACRES) LIES IN LA HOMA ROAD.

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "RANCHITO LA HOMA" SUBDIVISION TO THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

JOSE WILSON BRANDIE
OWNER: JOSE WILSON BRANDIE
P.O. BOX
MISSION, TEXAS 78572

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE WILSON BRANDIE KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE __ DAY OF JUNE, 1990.

ARTURO ROSALES
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-25-94

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF HIDALGO COUNTY HOWEVER NO APPROVAL IS REQUIRED.

CHAIRMAN PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF MISSION, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF HIDALGO COUNTY HOWEVER NO APPROVAL IS REQUIRED.

MAYOR: PAT TOMPSON

STATE OF TEXAS,
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND A REGISTERED PROFESSIONAL LAND SURVEYOR HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

ARTURO A. SALINAS
REGISTERED PROFESSIONAL ENGINEER #64946
REGISTERED PROFESSIONAL LAND SURVEYOR #4602

STATE OF TEXAS
ARTURO A. SALINAS
64946
REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
ARTURO A. SALINAS
4602
REGISTERED PROFESSIONAL LAND SURVEYOR

GENERAL NOTES:

1. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
   FRONT: 40.0 FEET
   SIDE: 6.0 FEET
   REAR: 10.0 FEET
2. LOT AREA: LOTS 1-8: 22,050 S.F. (0.51 ac.)
   LOT 6: 22,050 S.F. (0.51 ac.)
   LOT 5: 42,350 S.F. (0.97 ac.)
   LOTS 1-8: 22,050 S.F. (0.51 ac.)
3. MINIMUM FINISH FLOOR ELEVATIONS SHALL BE 173 MSL.
4. ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE ALLOWED ON EACH LOT.
5. NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED IN ANY WATER/SEWER UTILITY OR IRRIGATION EASEMENTS.
6. ROAD EASEMENT SHALL BE NON-DEDICABLE AS TO ANY DISTRICT TAXABLE OR ASSESS.
7. FLOOD CERTIFICATION: THE FLOOD ZONE CLASSIFICATION FOR THIS PROPERTY IS ZONE "C" WHICH ARE "AREAS OF MINIMAL FLOODING" AS PER F.I.R.M. FLOOD INSURANCE RATE MAP PANEL NO. 480334-0461-C.
8. EACH LOT SHALL INSTALL A SEPTIC TANK AND SHALL FIELD SYSTEM THAT IS IN CONFORMANCE TO THE COUNTY OF HIDALGO HEALTH CODE AND ANY OTHER HEALTH DEPARTMENT RULES AND REGULATIONS.
9. ALL LOTS SHALL ENTAIL LOSS OF FRONT OF PROPERTY RIGHT-OF-WAY

MAPPING VALID_WEST
05/15/08

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the ... day of ... 19
WILLIAM "BILLY" LEO, County Clerk
Hidalgo County, Texas
By ..... Deputy

26 151A

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 WILL NOT BE RESPONSIBLE FOR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DELIVERY, THIS WILL NOT BE AT DISTRICT EXPENSE

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 6 ON THIS THE ____ DAY OF _____, 1990

ATTEST:

SECRETARY

PRESIDENT

AI-19988 **25.A.**

Additional Right of Way - Chapa Rd

CC REGULAR

Date:	02/23/2010
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Authorization for surveys, and title reports to impove the existing roadway with possible additional right of way being donated for Chapa Rd Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1204-431-00-124-007-0-711

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

BUDGETARY IMPACT:

Refer to AI - 19956 (2/23/10 CC) for a transfer of $56,000.00.
Available balance as of 2/19/10 is $1,550.00.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 04:08 PM	APRV
2	Manuel Chapa	Angela Garcia	02/19/2010 09:47 AM	APRV
3	Perla Lopez	Perla Lopez	02/19/2010 11:38 AM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW
Form Started By: Jr. Munoz			Started On: 02/17/2010 03:55 PM	
Final Approval Date: 02/19/2010				

AI-19989 **25.B.**

Emergency Road Maintenance - Sugarland Dr and Cuevas Rd

CC REGULAR

Date:	02/23/2010
Submitted By:	Jr. Munoz, COMM. PCT. #4
Submitted For:	Gloria Beltran
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Presentation and discussion for authorization to do road maintenance for Sugarland Dr and Cuevas Rd due to emergency situation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1204-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Available balance of $82,533.83 as of 02/19/10.

Attachments

Link: Letter form Resident

Link: Murillo Sub Exhibit

Link: Sugurland Dr Picture

Link: Cuevas Rd Picture

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/17/2010 04:24 PM	APRV
2	Manuel Chapa	Angela Garcia	02/19/2010 09:47 AM	APRV
3	Olga Garza	Olga Garza	02/19/2010 01:45 PM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Jr. Munoz — Started On: 02/17/2010 04:04 PM

Final Approval Date: 02/19/2010

February 4, 2010

Oscar L. Garza, Jr.,
Commissioner Precinct 4
1102 N. Doolittle Rd.
Edinburg, TX 78539

Re: 5530 Sugarland Road, Edinburg, TX (East of Tower Rd., North of Owassa Rd.)

Dear Commissioner Garza;

I am writing this letter on behalf of my mother, Margarita Ledesma and my sister Enedina Ledesma, who are both disabled. They live and have lived on Sugarland Road for over 20-years. The road they live on is a dirt-caliche road. It is full of pot holes and on rainy days like the ones we have had lately, the road gets really bad. Last month my sister ran out of insulin. She called the pharmacy that delivers her medications and asked to have some delivered. When the delivery man got to Sugarland Rd. he parked on Owassa Rd. and called my sister to have someone meet him to get the medication because he was afraid of getting stuck in the road.

They, my mother and sister, have had to cancel numerous doctors appointments due to the road condition when it rains. My question to you Commissioner Garza is "What is going to happen in an emergency when either one of them, or anyone who lives on that road, is in need of an ambulance and the ambulance can't get through?"

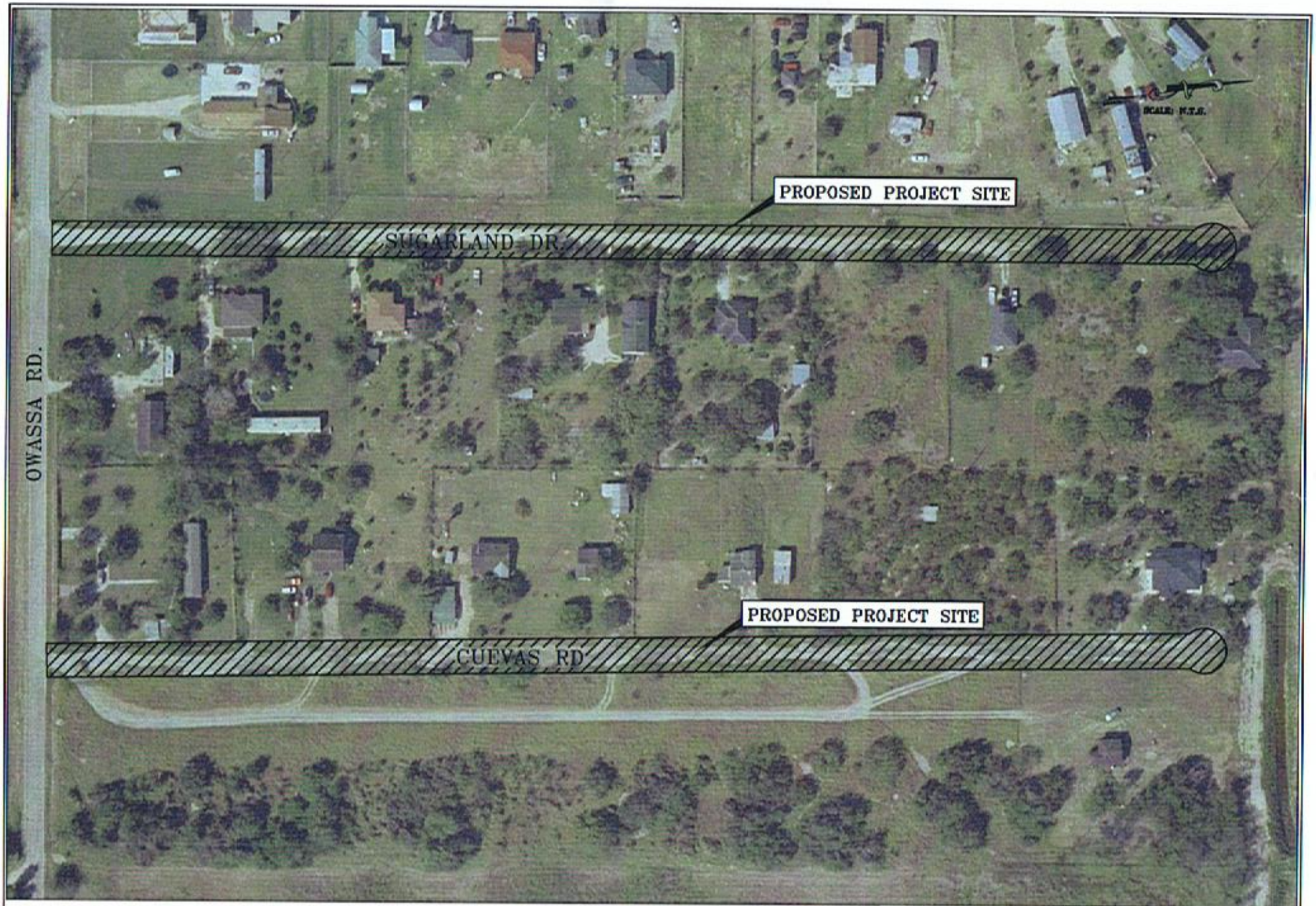
My mom is 80-years old and a widow with a lot of health problems. My sister is 60-years old, a diabetic, legally blind and has arthritis in most of her body. They are both American citizens. They have paid taxes all their lives and all they are asking for is a passable road. They need to be able to get their medications and to keep their doctors appointments. Their health depends on that. Any help you can give them to remedy this situation will be greatly appreciated, not only by them, but by everyone who lives on that road.

My mom's phone number is: (956) 787-5795.

Thank you,

Irma L. Saldana

cc: County Judge Rene A. Ramirez



MURILLO SUB. EXHIBIT

JOB NUMBER
ENG 10 007

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293
EDINBURG, TEXAS 78540
TEL. (956) 383-2984
FAX (956) 383-3736





AI-20046 **26.A.**

TxDot EDC Application

CC REGULAR

Date:	02/23/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Rey Salazar
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program(EDCP) Affidavit and Information Sheets for consideration of local participation reduction for the FY 2010 Highway Safety Improvement Program (HSIP), formerly known as the Hazard Elimination Program (HES) for the Hidalgo County Beacon Lights Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 04:05 PM	APRV
2	Rey Salazar	Rey Salazar	02/19/2010 04:34 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Perla Lopez — Started On: 02/19/2010 03:34 PM

Final Approval Date: 02/19/2010

AI-20021 **26.B.1.**

Precinct #3 R&B (1203) Appropriation
CC REGULAR

Date:	02/23/2010
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 R&B (1203):
Approval of 2010 appropriation of funds into Precinct No. 3 Paved and Unpaved Road (program 005), Precinct No. 3 Roadway System Study (program 025), Precinct No. 3 M4N (program 080), and Precinct No. 3 Circle 6 Road (program 081) in the total amount of $407,331.72.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-0XX-0-XXX

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

BUDGETARY IMPACT:

Appropriation from 1203 fund balance.
Funding available for appropriation as of 2/19/10 in the amount of $407,331.72.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/19/2010 10:11 AM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2010 04:57 PM	APRV
3	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Perla Lopez — Started On: 02/19/2010 09:40 AM

Final Approval Date: 02/19/2010

DATE: February 23, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1203)

AI-20021

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

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
0-1203-431-00-123-005-0-732	Pct. 3 P/U Rd - Bridges	$ 25,210.50
0-1203-431-00-123-005-0-734	Pct. 3 P/U Rd - Subdivision Streets	$ 4,437.04
0-1203-431-00-123-005-0-741	Pct. 3 P/U Rd - Vehicles	$ 30,911.00
0-1203-431-00-123-025-0-334	Pct. 3 Rdwy Sys Study - Arch & Eng Srv	$ 2,038.63
0-1203-431-00-123-080-0-731	Pct. 3 M4N (Tomgill-FM2221) - Roads	$ 260,897.65
0-1203-431-00-123-081-0-731	Pct. 3 Circle 6 Rd (N&S of M4) - Roads	$ 83,836.90
	TOTAL BUDGET INCREASE (DECREASE)	**407,331.72**

REASON:
Appropriation of funds to cover P.O. rollovers and for future project expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-20015 **27.A.4.**

Clarification-Contract J-09-Phase II Project w/TEDSI-C-010-062-02-16 (W/A #1)
CC REGULAR

Date:	02/23/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Clarification to (AI-19872-approved-CC 2/16/10) final contract document #C-10-062-02-16 with TEDSI Infrastructure Group, Inc.-professional engineering services for entire project: "Design an Right Way Mapping of HCMDS Phase II-J-09" which included Work Authorization #1-Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles)" located within Hidalgo County Precinct No. 4 .

BACKGROUND

Work Authorization No. 1-TEDSI-C-10-062-02-16

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1341-431-50-115-079-0-733

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

BUDGETARY IMPACT:

$849,400.00 AVAILABLE FUNDING IN REQ. #171032.

Attachments

Link: back up

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2010 03:21 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 03:40 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/19/2010 04:35 PM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Letty Saenz Started On: 02/18/2010 03:30 PM

Final Approval Date: 02/19/2010

1. THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. _____

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for the **Design and Right Of Way Mapping of HCMDS Phase II – J-09 Lateral Drain Ditch from North Main Drain to FM 2993 (Approx. 13.25 Miles)** for Hidalgo County Precinct Number Four.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. **Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

2.1. **Scope of Work.** The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A" -*Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-*Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** "without" cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer**

for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorization**s together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for**

Payment and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work**

Authorization shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorization**s must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" –** ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles**.**

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay

all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of

the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Enginee**r's special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization**;** that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer**

additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization**,** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Enginee**r may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the

Owner. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and

severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"-** ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an

insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2010**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

HCMDS Phase II – J - 09
From North Main Drain to FM 2993

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CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Funding Liaison and Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(2) Construction Bidding	***Basic***
(3) Owner's Representative	***Basic***
(4) Defects and Deficiencies	***Basic***
(5) Monthly Construction Progress Reports	***Basic***
(6) Recommendations for Payment to the Construction Contractor	***Basic***
(7) Project Site Management	***Special***
(8) Implementation of Qc/QA Program	***Basic***
(9) Change Orders	***Special***
(10) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions /Recommendations for Final Design	***Basic.***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map	***Special***
(2) Design Field Surveying	***Special***
(3) Geotechnical Investigations and Reports	***Special***
(4) Permitting	***Basic***
(5) Channel / Drainage Design	***Basic***
(6) Roadway Design	***Basic***
(7) Bridge Design	***Basic***
(8) Plans, Specifications & Estimates	***Basic***

(C) Construction:

(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Daily and Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) Preliminary Project Planning and Development. In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

(a) **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

(b) The **Engineer** will identify and develop a list of possible funding sources for the **Project**.

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP)**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system,

the funding availability, the identification of operational issues, the acquisition of right of way, and the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(7) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the "***Preliminary Engineering Report".*** Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report: "*Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering***

Report" may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) **Final Design.** After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC)**. The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual"***. The **Owner** shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project.** The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized

construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(7) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping

of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal/State agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and

sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** ***(if not provided by Owner)***

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report".*** The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study",*** or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final

recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(8) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Design Field Surveying (Special Services)**

The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Geotechnical Investigations (Special Services)**

The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final design.

(4) **Permitting**

The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(5) **Channel/Drainage Design**

The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Roadway Design**

The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall
in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(8) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(f) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident Engineer*** and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including

construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Exhibt D

Engineer's Contract Rate Schedule

LABOR

JOB DESCRIPTION	CONTRACT RATE
Engineering	
Sr. Project Manager	$243.43
Project Manager	$174.65
Sr. Engineer	$167.20
Project Engineer	$148.76
Engineer	$128.75
Sr. Engineer Designer	$120.75
Engineering Designer	$112.06
CADD Operator	$91.04
Secretary	$74.38

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO.___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A" –*Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B" –*Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. __
SUPPLEMENTAL AGREEMENT NO. ___

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A" –*Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B" –*Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

SAMPLE

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( )			Original Signature of Authorized Agent Date		

Hidalgo County

CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.

- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.

- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

EXHIBIT "E"

Work Authorization Form

Hidalgo County Contract No. _____

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide Professional Engineering, Right Of Way Mapping and Topographic services for construction of HCMDS Phase II - Lateral J-09 from North Main Drain to County Road 3601 as indicated below::

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** – ***Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated lump sum cost for services under this Work Authorization is $ 1,086,900. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Lump Sum compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and shall remain open until all work associated with this Work Authorization is completed. An estimated time associated with this work is identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _ day of _____ _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Services to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Estimated Cost Proposal

ATTACHMENT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

ATTACHMENT "B"
Services to be Provided by the Engineer

INDEX

CLASSIFICATION OF SERVICES *(Basic* or *Special)*
EXPANDED DESCRIPTION OF SERVICES:

I. ENGINEERING MANAGEMENT (EM)

(B) Preliminary Engineering
(1) Preliminary Concept Conference
(2) Management/Coordination of Engineering Activities
(3) Implementation of QC/QA Program
(4) Preparation of ***"Preliminary Engineering Report"***
(5) Coordination with all Reviewing Agencies

(C) Final Design
(1)***"Design Policy & Procedures Manual"***
(2) Design Concept Conference
(3) Management/Coordination of Engineering Activities
(4) Implementation of QC/QA Program

III. PRELIMINARY ENGINEERING, DESIGN AND CONSTRUCTION

(A) Preliminary Engineering
(1) Preliminary Field Surveying
(2) Data Collection
(3) Geographical Information System
(4) Hydrologic Analysis
(5) Hydraulic Analysis
(6) Flood Plain Mapping
(7) Alternate Solutions & Recommendations
(8) Final Report – ***"Preliminary Engineering Report"***

(B) Final Design
(1) Right-of-Way Data
(2) Design Field Surveying
(3) Geotechnical Investigations
(4) Permitting
(5) Channel / Drainage Design
(6) Roadway Design
(7) Bridge Design
(8) Plans, Specifications, and Estimates (PS&E)

CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(B) Preliminary Engineering

(1) Preliminary Concept Conference — ***Basic***
(2) Management / Coordination of Engineering Activities — ***Basic***
(3) Implementation of QC/QA Program — ***Basic***
(4) Preparation of ***"Preliminary Engineering Report"*** — ***Basic***

(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***
(C) Final Design	
(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:	
(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions /Recommendations for Final Design	***Basic.***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***
(B) Final Design:	
(1) Right-of-Way Data and ROW Map	***Special***
(2) Design Field Surveying	***Special***
(3) Permitting	***Basic***
(4) Channel / Drainage Design	***Basic***
(5) Roadway Design	***Basic***
(6) Bridge Design	***Basic***
(7) Plans, Specifications & Estimates	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report".*** Specific ***management***

tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report:** ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering Report"*** may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development.

I. *EM* (continued)

Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC).** The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team.** At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team.**

(3) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program.** The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report"***. The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study"***, or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

III. Preliminary Engineering, Final Design & Construction (continued)

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(8) **Final Report**
The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**
The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Design Field Surveying (Special Services)**
The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include,

but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Permitting**
The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(4) **Channel/Drainage Design**
The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(5) **Roadway Design**
The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(7) **Plans, Specifications & Estimates (PS&E)**
(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil,

double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(c) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(d) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(e) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

ATTACHMENT C
Work Authorization No. 1

Channel - J-09-00 (8 Miles) **TOTAL PROJECT COST = $ 9,400,00**

Work Task (by month)	Mar-10	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18
NOTICE TO PROCEED/P.O.																			
ENGINEERING			$661,400																
PS&E																			
CLIENT REVIEW/APPROVE																			
ROW SERVICES			$237,500																
Control Points																			
ROW PARCEL MAPS & M&B																			
ROW ACQUISITION																			
TOPOGRAPHIC SERVICES			$188,000																
Design Services Topo																			
Utilities Topo																			
CONSTRUCTION									$9,400,000										

ATTACHMENT D

Work Authorization No. 1
Contract No. _____

J - 09 - 00 (8 Miles)

Estimated Construction Cost	**$9,400,000**
Basic Services:	
Basic Services 9%	**$846,000**
Basic Engr. Services 90%	**$761,400**
- Less Feasibility Services	**$100,000**
Subtotal Engineering Services	**$661,400**
Subtotal Basic Topo Services	**$188,000**
Total Basic Services this WA	**$849,400**
Additional Services:	
Control Points & Benchmarks	
30 points @ $2,500/ea.	**$75,000**
ROW Parcels Donated	
25 Parcels @ $3,500/ea.	**$87,500**
ROW Parcels Purchased	
15 Parcels @ $5,000/ea.	**$75,000**
Total Additional Services	**$237,500**
Total WA Lump Sum Amount	**$1,086,900**

AI-20047 **27.A.5.**

Old Adminstration Building-3rd Floor Renovations: Payment of Invoices-Replacement of Handlers

CC REGULAR

Date:	02/23/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Moises Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of invoices #B002011905-$17,828.00 and #B002002345-$19,982.00 received from Carrier Corporation (awarded vendor through Buyboard Cooperative Purchasing Program contract 305-08 and 298-09) in connection with "Hidalgo County Old Administration Building 3rd Floor Renovations-Replacement of Air Handler Unit" through PO #625760 in amounts (detailed herein) eligible for payment that have gone through the Auditor's processing procedures with authority for County Treasurer to issue payment(s)/check(s).

BACKGROUND

Purchasing Dept. is working with lupita from the auditors office to determine the final figures
as per Darlene Betancourt

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

$170,000.00 available funding as of 02/19/10 in p.o.# 625760.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Renovations to Old Adminstration Building.
Availbale funding in year 2009, pending funding rollover to 2010 (Co, 2006-Adm. Bld. 100 E Cano -Bldg ADD & REN)

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2010 04:10 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 04:19 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/19/2010 04:42 PM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Elena Gomez Started On: 02/19/2010 03:51 PM

Final Approval Date: 02/19/2010

INVOICE

CUSTOMER ORDER NO.	FINAL BILL INDICATOR	DATE	INVOICE NUMBER
625760	N	11/20/09	BC02011905

CUSTOMER CODE	CUSTOMER SHIP TO	CUSTOMER'S RESALE OR EXPORT NUMBER	WORK ORDER NO.	BRANCH	PRIORITY	TRANSACTION	SHIP METHOD	PAGE
H23497	R84001		984543301	600840				1

667 084 CONTR. LIC. #TACLA#24872C.

SOLD TO:
HIDALGO COUNTY PURCHASING
ATTN ACCOUNTS PAYABLE 9562927612
100 EAST CANO 1ST FLOOR
EDINBURG TX 78539

SHIP TO:
HIDALGO COUNTY 3RD FLOOR
100 EAST CANO
EDINBURG TX 78539

MARK FOR:

RECEIVED
DEC 02 2009
By J.J.

PLEASE REMIT PAYMENT TO:

CARRIER CORPORATION
P.O. BOX # 93844
CHICAGO, IL 60673-3844
INCLUDE YOUR CUSTOMER CODE
WHEN SUBMITTING PAYMENT

REGION	SALESMAN	TERMS	DAYS ALL'D	DISCOUNT	INSURANCE
084		001		0.000	M

BILL OF LADING NUMBER	SHIPMENT WEIGHT	CONTAINER TYPE	NO. OF CONTAINERS

SHIPPED VIA	DESTINATION CODE	SHIPPED DATE
	1060	11/20/09

O.P.	CONTROL NO.	WHSE	TYPE SALE	PACKING LIST	TAX CODE
		66A	CBSB		TXXX--

Carrier
A United Technologies Company

CARRIER PARKWAY
P.O. BOX 4808
SYRACUSE, NEW YORK USA 13221
DIVISION OF CARRIER CORPORATION

CARRIER RESERVES THE RIGHT TO ASSESS INTERESTS AT THE MAXIMUM RATE ALLOWABLE BY LAW ON AMOUNTS PAST DUE

NOTES:

LINE	QTY. SHIPPED	PART NUMBER/NOTES	DESCRIPTION	U/M	UNIT LIST PRICE	MULTIPLIER	UNIT NET PRICE	EXTENDED AMOUNT
101	1	QUOTED PRICE PROGRESS BILLING TO COMPLETED	QUOT-PR PROVIDE AHU, CONTROLS, VAV AND DUCTWORK.	EA			54187.00	54187.00
						SUBTOTAL		54187.00
						TOTAL		54187.00

buyboard item 37,810.00 OK to pay
not buyboard item can't pay 16377.00
54,187.00

Pd ck 12986 $19,992.00 CDS 17,823.00 need to pay

IF QUESTIONS CONTACT: PAM JOUETT
AT PHONE: 210-495-2600
WE GLADLY ACCEPT MASTER CARD, VISA AND AMERICAN EXPRESS.
REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGISTRATION PO BOX 12157 AUSTIN, TEXAS 78711 1-800-803-9202
REGULATED BY THE TEXAS STATE BOARD OF PLUMBING EXAMINERS PO BOX 4200 AUSTIN, TX 78765 1-800-845-6584
MASTER LICENSE M-36519

RECEIVED
2009 DEC 10 PM 4 00
COUNTY AUDITOR

GOODS RECEIVED BY:
on 12/08/09
SERVICES RECEIVED
on Nov 2009

9-1336-419 00-115-073-0-452
P.O.# 625760

CARRIER CORPORATION, A DELAWARE CORP.
F.E.I.N. 06-0991716

1 1/4 % 10 DAYS N30 DUE 12/20/09 NET

AMOUNT 54187.00

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, & 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATION ORDERS OF THE U.S. DEPT. OF LABOR ISSUED UNDER SEC. 14 THEREOF. . . ANY DIFFERENCES BETWEEN QUANTITIES ORDERED AND QUANTITIES SHIPPED HAVE BEEN BACK ORDERED AND WILL BE SHIPPED AS SOON AS RECEIVED. ANY CLAIM FOR SHORTAGE OR ADJUSTMENT MUST BE MADE WITHIN 30 DAYS. CONFIRMATORY ORDER AND INVOICE SEE REVERSE SIDE.

CUSTOMER ORIGINAL

INVOICE

STOMER ORDER NO.-FINAL BILL INDICATOR		DATE	INVOICE NUMBER
625760 N		10/23/09	8002002345

STOMER CODE	CUSTOMER SHIP TO	CUSTOMER'S RESALE OR EXPORT NUMBER	WORK ORDER NO.	BRANCH	PRIORITY	TRANSAC-TION	SHIP METHOD	PAGE
H23497	R84001		984543301	600840				1

667 084 CONTR. LIC. #TACLA824872C.

XLD O: HIDALGO COUNTY PURCHASING
ATTN ACCOUNTS PAYABLE 9562927612
100 EAST CANO 1ST FLOOR
EDINBURG TX 78539

-HIP 'O: HIDALGO COUNTY 3RD FLOOR
100 EAST CANO
EDINBURG TX 78539

\RK)R:

PLEASE REMIT PAYMENT TO:

CARRIER CORPORATION
P.O. BOX # 93844
CHICAGO, IL 60673-3844
INCLUDE YOUR CUSTOMER CODE
WHEN SUBMITTING PAYMENT

REGION	SALESMAN	TERMS	DAYS ALL'O	DISCOUNT	INSURANCE
084		001		0.000	N

BILL OF LADING NUMBER	SHIPMENT WEIGHT	CONTAINER TYPE	NO. OF CONTAINERS

SHIPPED VIA	DESTINATION CODE	SHIPPED DATE
	1060	10/23/09

O.P.	CONTROL NO.	WHSE	TYPE SALE	PACKING LIST	TAX CODE
		66A	CBSB		TXXX--

Carrier
A United Technologies Company

CARRIER PARKWAY
P.O. BOX 4808
SYRACUSE, NEW YORK USA 13221
DIVISION OF CARRIER CORPORATION

CARRIER RESERVES THE RIGHT TO ASSESS INTERESTS AT THE MAX-IMUM RATE ALLOWABLE BY LAW ON AMOUNTS PAST DUE

NOTES: .

NE	QTY. SHIPPED	PART NUMBER/NOTES	DESCRIPTION	U/M	UNIT LIST PRICE	MULTIPLIER	UNIT NET PRICE	EXTENDED AMOUNT
01	1	QUOTED PRICE PROGRESS BILLING TO COMPLETED	QUOT-PR PROVIDE	EA AHU, CONTROLS, VAV			58344.00 AND DUCTWORK.	58344.00
						SUBTOTAL		58344.00
						TOTAL		58344.00

IF QUESTIONS CONTACT: PAM JOUETT
AT PHONE: 210-495-2600
WE GLADLY ACCEPT MASTER CARD, VISA AND AMERICAN EXPRESS.
REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGISTRATION PO BOX 12157 AUSTIN, TEXAS 78711 1-800-803-9202
REGULATED BY THE TEXAS STATE BOARD OF PLUMBING EXAMINERS PO BOX 4200 AUSTIN, TX 78765 1-800-845-6584
MASTER LICENSE M-36519

9 NOV 2009 10:53 AM

buyboard Items ok to Pay 19,982.00

not buyboard 38,362.00

58,344.00

9-1336-419-00-115073-0-452
P.O.#625760

INVOICE RECEIVED BY: [illegible] on 11/09/09

GOODS/SERVICES RECEIVED BY: Hid Co on Nov 2009

CARRIER CORPORATION, A DELAWARE CORP. F.E.I.N. 06-0991716	1 1/4 % 10 DAYS N30	DUE 11/22/09 NET	58344.00 AMOUN

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, & 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATION ORDERS OF THE U.S. DEPT. OF LABOR ISSUED UNDER SEC. 14 THEREOF. . . ANY DIFFERENCES BETWEEN QUANTITIES ORDERED AND QUANTITIES SHIPPED HAVE BEEN BACK ORDERED AND WILL BE SHIPPED AS SOON AS RECEIVED. ANY CLAIM FOR SHORTAGE OR ADJUSTMENT MUST BE MADE WITHIN 30 DAYS. CONFIRMATORY ORDER AND INVOICE SEE REVERSE SIDE.

AI-19938 **27.B.1.**

Pct 4-WA#4-Millenium Engineers Group, Inc-C-08-472-03-24

CC REGULAR

Date:	02/23/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Prct. 4

Information

CAPTION

Requesting approval of Work Authorization #4 ($12,850.00) from Millennium Engineers Group, Inc. for professional construction material testing for: "Sunflower Road, Sandy Ridge Road & Trenton Road" projects located within Pct. No. 4, in connection with Contract No. C-08-472-03-24.

BACKGROUND

Memo request by Pct 4
Work Authorization #4-MEG-C-08-472-03-24

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance of $239,783.81 as of 02/19/10.

Attachments

Link: WA#4-MEG-C-08-472-03-24

Link: memo request by Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2010 03:41 PM	APRV
2	Budget & Management	Erika Zamora	02/18/2010 04:01 PM	APRV
3	Dale Kennan	Angela Garcia	02/19/2010 09:45 AM	APRV
4	Olga Garza	Olga Garza	02/19/2010 11:24 AM	APRV
5	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Letty Saenz Started On: 02/13/2010 10:19 AM

Final Approval Date: 02/19/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-472-03-24
Work Authorization Form

WORK AUTHORIZATION NO. 4

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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Testing for the following projects located in Precinct # 4:

1) **Sunflower Road**
2) **Sandy Ridge Road**
3) **Trenton Road**

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 **$12,850.00.** 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. **4** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct # 4,** Commissioner Oscar Garza as to content and detail of this **Work Authorization No. 4**

HIDALGO COUNTY
COMMISSINER PRECINCT NO. 4 – Oscar Garza

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 _____, 2010.

THE ENGINEER:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____
By: Rene Ramirez
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.
(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

HIDALGO COUNTY PRECINCT 4

Contract # **C-08-472-03-24**

WORK AUTHORIZATION NO 4 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Estimated Amount
01-10-108	Sunflower Road	$ 5,760.00
01-10-109	Sandy Ridge Road	$ 2,600.00
01-10-110	Trenton Road	$ 4,490.00
	Total Amount	***$ 12,850.00***

Millennium Engineers Group

MEG ENGINEERS

Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
2/5/2010	01-10-108

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

Project Name
Sunflower Road

Description	Qty	Cost	Total
Atterberg Limits	2	59.00	118.00
Gradation (Dry)	1	50.00	50.00
Passing No. 200 Sieve	1	42.00	42.00
Standard Proctor	1	175.00	175.00
Modified Proctor	1	185.00	185.00
Field Density (Soils)	33	22.00	726.00
Wet Ball Mill	1	175.00	175.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Asphalt Cores	10	55.00	550.00
Vehicle Trip Charge	13	35.00	455.00
Engr. Technician	36	40.00	1,440.00
Engr. Technician (Asphalt)	8	43.00	344.00
Principal Engineer	2	125.00	250.00
Test Report	10	30.00	300.00
Clerical/Administrative	10	40.00	400.00
Project Management & Coordination	5	65.00	325.00

Helping to Build the Rio Grande Valley

Total $5,760.00

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
2/5/2010	01-10-109

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

Project Name
Sandy Ridge Road

Description	Qty	Cost	Total
Atterberg Limits	2	59.00	118.00
Gradation (Dry)	1	50.00	50.00
Passing No. 200 Sieve	1	42.00	42.00
Standard Proctor	1	175.00	175.00
Modified Proctor	1	185.00	185.00
Field Density (Soils)	4	22.00	88.00
Wet Ball Mill	1	175.00	175.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Asphalt Cores	2	55.00	110.00
Vehicle Trip Charge	5	35.00	175.00
Engr. Technician	12	40.00	480.00
Engr. Technician (Asphalt)	4	43.00	172.00
Principal Engineer	1	125.00	125.00
Test Report	5	30.00	150.00
Clerical/Administrative	5	40.00	200.00
Project Management & Coordination	2	65.00	130.00

Helping to Build the Rio Grande Valley

Total $2,600.00

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
2/5/2010	01-10-110

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

Project Name
Trenton Road

Description	Qty	Cost	Total
Atterberg Limits	2	59.00	118.00
Gradation (Dry)	1	50.00	50.00
Passing No. 200 Sieve	1	42.00	42.00
Standard Proctor	1	175.00	175.00
Modified Proctor	1	185.00	185.00
Field Density (Soils)	18	22.00	396.00
Wet Ball Mill	1	175.00	175.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Asphalt Cores	6	55.00	330.00
Vehicle Trip Charge	10	35.00	350.00
Engr. Technician	27	40.00	1,080.00
Engr. Technician (Asphalt)	8	43.00	344.00
Principal Engineer	1	125.00	125.00
Test Report	10	30.00	300.00
Clerical/Administrative	10	40.00	400.00
Project Management & Coordination	3	65.00	195.00

Helping to Build the Rio Grande Valley

Total $4,490.00

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: FEBRUARY 12, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #4
"Sunflower, Sandy Ridge & Trenton Rds"
C-08-472-03-24

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING WORK AUTHORIZATION #4 IN THE AMOUNT OF $12,850.00 FOR MILLENNIUM ENGINEERS GROUP, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT No.:
0-1204-431-00-124-007-0-731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR.
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Friday, February 12, 2010 7:54 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Fw: Corrected Work Authorization #4
Attachments: image001.gif; Work Authorization #4.pdf; Picture 001.jpg

Morning

Can u please replace this two pages, they had forgotten to omit Ingle Rd, also please place on the next availabe CC.

Thanks Munoz

-----Original Message-----
From: "Laura Martinez" <lauramtz@megengineers.com>
Sent 2/11/2010 10:56:32 AM
To: rumaldo.munoz@co.hidalgo.tx.us
Subject: Work Authorization #4

As per our conversation earlier today, attached please find scanned copy of the work authorization being submitted to Letty Saenz in Purchasing.
If you have any questions please do not hesitate to call the office.

Thank you,

Laura Martinez
MILLENNIUM ENGINEERS GROUP INC
Bus: (956) 383-8522
Fax: (956) 383-0295

Confidentiality Notice: This e-mail, including any attachments, contains confidential information that is legally privileged and confidential. The information is intended only for the use of the individual(s) or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is **STRICTLY PROHIBITED.** If you have received this message in error, please notify the sender immediately via telephone at the above number to arrange for the return or destruction of these documents.

Before printing this email, think about our environment.

AI-19963 **27.B.2.**

"Removal of Excavated Soil to Dickerson and Fike Pond in Pct.#4"

CC REGULAR

Date:	02/23/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Pursuant to Texas Local Government Code, Chapter 263.152 (a)(3), requesting Commissioners Court to ...'order the property otherwise disposed...' inasmuch as CC undertook to sell said property under 263.152(a)(1)...'sealed competitive bids' and was unable to do so because no bids were received for the top soil and fill dirt from both sites that are part of Precinct 4 "San Carlos Drainage Improvement Project and identified as Dickerson Pond located at the corner of Dillon Rd & Tex-Mex Rd. and Fike Pond located at the SE corner of Mile 17 and Holmes Rd.

BACKGROUND

Bid opening was held on February 17, 2010 and No Bids were received for proposed project #2010-042-02-17-OGG aka "Removal of Excavated Soil to Dickerson and Fike Pond in Pct. #4".

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact with proposed project.

Attachments

Link: 10-042

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2010 04:27 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 08:27 AM	APRV
3	Dale Kennan	Angela Garcia	02/19/2010 09:45 AM	APRV
4	Olga Garza	Olga Garza	02/19/2010 03:36 PM	APRV
5	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Oscar Garza — Started On: 02/17/2010 11:36 AM

Final Approval Date: 02/19/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: FEBRUARY 17, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PCT.#4 "REMOVAL OF SOIL FROM DICKERSON AND FIKE POND IN PCT. #4"

BID NO.: 2010-042-02-17-OGG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. DAVIS GROUP David Freeman	TR	Request to send via e-mail to: Dfreeman7@yahoo.com	2/2/10	1-281-703-1096
2.ROYS HAULING	EM	Requeted Roy Balderas Jr. via e-mail to send to: royshaulinginc@aol.com	2/2/10	PO Box 1896 Edinburg, TX Ph: 383-2206
3. REED BUSINESS	EM	Request via e-mail send to: Dora.bybee@reedbusiness.com	2/2/10	30 Technology Pky S. Ste. 100 Norcross, GA 30092 800-876-4045 x56492
4. AMERICAN UNDERWATER SERVICES	EM	Marty Pierce request via e-mail: marty@americanunderwaterservices.com	2/3/10	P.O Box 126216 Ft. Worth, TX 76126
5.SEMS INC.	EM	Dick Johnson request via e-mail: Dick Johnson [djohnson@semsinc.net]	2/3/10	11628 South Choctaw Baton Rouge LA 70815 Cell: 1-225-953-8527
6.RUSH TRUCK CENTER	EM	Joe Gonzalez: request via e-mail gonzalezj@rush-enterprises.com	2/04/10	Pharr, TX
7.INTERNATION MATERIALS LLC	EM IP	Request by Javier Garza via e-mail to: internationalmats@att.net	2/04/10	3408 N. Conway Mission, TX 78572 Cell: 956-240-1423
8.TRES PALACIOS DIRT, SAND & GRAVEL	EM	Request by Liz Villarreal via e-mail to: evpharr@aol.com		1899 N. Cage Pharr, TX 78577 PH: 904-6558
9.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4

BID OPENING DATE: FEBRUARY 17, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Removal of Soil from Dickerson and Fike Pond Pct. #4 "

BID NO: 2010-042-02-17-OGG **ADDENDUM #1 (Must be Included)**	**Procurement Specialist:** **OSCAR GARZA**

BID # RFB#	NAME OF COMPANY	UNIT PRICE Per Cubic Yd.	TOTAL APPROXIMATE PRICE (Payable to Hidalgo County)
#1		Top Soil: _____ Fill Dirt: _____	NO BIDS RECEIVED
#2		Top Soil: _____ Fill Dirt: _____	
#3		Top Soil: _____ Fill Dirt: _____	
#4		Top Soil: _____ Fill Dirt: _____	
#5		Top Soil: _____ Fill Dirt: _____	
#6		Top Soil: _____ Fill Dirt: _____	
#7		Top Soil: _____ Fill Dirt: _____	
#8		Top Soil: _____ Fill Dirt: _____	

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: 02/17/2010

	Please Print Name	Company Name
1.	Priscilla Torres	Co. Clerk
2.	Yvette Islas	Purchasing Dept
3.	Nicolas Vargas	Purchasing Dept
4.	Joe Guerra	CTC
5.	Ray Baldenas Jr	RHS, Inc.
6.	BERNIE SAENZ JR	Universal Truckers Inc
7.	Baldemar Garcia	International Materials
8.		
9.		
10.		
11.		
13.		
14.		

Bid #

1. 2010-009-02-17-SMA
2. 2010-001-02-17-CGV
3. 2010-033-02-17-OTM
4. 2010-042-02-17-066
5.
6.

Description

"HAULING SERVICES FOR ALL ROAD MATERIALS"
"REGISTERED PHA RMACISTS SERVICES"
"OFF PRESMISES STORAGE RECORDS MANAGEMENT PICKUP RETRIEVAL DESTRUCTION & DELIVERY SERVICES"
Removal of Soil from Dickerson and Fike Pond Pct #4

Publication: Freedom - The Monitor;Date: Feb 6, 2010;Section: Classifieds;Page: 19E

ActivePaper

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - "Removal of Soil from Dickerson Pond and Fike Pond in Pct. #4" for all Hidalgo county funding sources, programs and entities.

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: oscarg.garza@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a Physical location of: 2902 S. Business Hwy 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: 2010-042-02-17-OGG -RFB"Removal of Soil from Dickerson Pond and Fike Pond in Pct. #4" on the lower left hand corner of sealed envelope/and or packet. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID No. 2010-042-02-17-RFB,"Removal of Soil from Dickerson Pond and Fike Pond in Pct. #4".

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent,
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2012 S. Business Hwy. 281 Hidalgo County New Administration Building Edinburg, Texas 78539	2902 S. Business Hwy. 281 Hidalgo County New Administration Building (Southeast Corner of Canton & Business 281) Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 a.m. on Wednesday, February 17, 2010 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2902 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

HIDALGO COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 26th day of January 26, 2010.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

Publication: Freedom - The Monitor;Date: Jan 30, 2010;Section: Classifieds;Page: 12E

ActivePaper

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - "Removal of Soil from Dickerson Pond and Fike Pond in Pct. #4" for all Hidalgo county funding sources, programs and entities.

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: oscarg.garza@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a Physical location of: 2802 S. Business Hwy 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas 78539.

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The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent,
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2812 S. Business Hwy. 281	2802 S. Business Hwy. 281
Hidalgo County	Hidalgo County
New Administration Building	New Administration Building
Edinburg, Texas 78539	(Southeast Corner of Canton & Business 281)
	Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 a.m. on Wednesday, February 17, 2010 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

HIDALGO COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 26th day of January 26, 2010.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

AI-20018 **27.C.1.**

BCAP Change Order No.1 High Point Subdivision Precinct No. 1
CC REGULAR

Date:	02/23/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Change Order No. 1 with contractor Total Commitment, LLC for High Point Subdivision, Pct. No. 1 reflecting an increase in the amount of $14,604.50 existing level-up was no longer adequate for roadway improvements and Pct. 1 is requesting valley gutter thus resulting in modified quantities of items and addition of items as submitted through project engineer TEDSI Infrastructure Group-C-CAP-09-382-12-15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-319-0-731

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

BUDGETARY IMPACT:

Pct. 1 BCAP-High Point S/D-Available balance as of 2-19-10 $88,200.00

Original Contract amount- $58,460.50
Change Order No. 1 increase -$14,604.50
Contract amount including Change Order No. 1- $73,065.00

Attachments

Link: Change Order No. 1 High Point Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	02/19/2010 10:58 AM	APRV
2	Purchasing Department	Marty Salazar	02/19/2010 02:27 PM	APRV
3	Budget & Management	Erika Zamora	02/19/2010 02:40 PM	APRV
4	Ivan Cantu	Ivan Cantu	02/19/2010 02:58 PM	APRV
5	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 02/18/2010 04:38 PM

Final Approval Date: 02/19/2010

CHANGE ORDER #1

PROJECT: ROAD & DRAINAGE CONSTRUCTION FOR HIGH POINT SUBDIVISION

DATE OF ISSUANCE: February 16, 2010 **EFFECTIVE DATE:**

OWNER: HIDALGO COUNTY
OWNER's Contract No. C-CAP-09-382-12-15

CONTRACTOR: TOTAL COMMITMENT, LLC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

Description:
1. Modified quantities for Items 354 and 3035. Added items 251, 260, 310 and 529.
2.
3.
4.
5.
6.

Reason for Change Order:
1. Level-up no longer adequate for roadway improvements. Pct 1 requested valley gutter
2.
3.
4.
5.
6.

Attachments: Change Order No 1 Tabulations High Point Subdivision, Revised Plan Layouts

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 58,460.50		Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 58,460.50		Contract Time prior to this Change Order Substantial Completion: 60 calendar days or dates
Net Increase (decrease) of this Change Order $ 14,604.50		Net Increase (decrease) of this Change Order calendar days
Contract Price with all approved Chan $ 73,065.00	(decrease) from original contract price. 24.98 %	Contract Time with all approved Change Orders Substantial Completion: 60 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 02/17/2010

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 2-17-2010

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 1
HIGH POINT SUBDIVISION
BID NUMBER: C-CAP-09-382-12-15

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
(905) ROADWAY									
340	4743		SY	D-GR HMA(METH) TY-D SAC-B PG76-22	$9.00		$42,687.00	$0.00	$42,687.00
500	1		LS	MOBILIZATION	$1,200.00		$1,200.00	$0.00	$1,200.00
502	1		MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$900.00		$900.00	$0.00	$900.00
666	30		LF	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	$7.00		$210.00	$0.00	$210.00
666	240		LF	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	$0.90		$216.00	$0.00	$216.00
666	320		LF	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	$0.90		$288.00	$0.00	$288.00
CHANGE ORDER NO. 1									
354	1169	0	SY	PLANE ASPH CONC PAV (1")	$5.00	$0.00	$5,845.00	-$5,845.00	$0.00
3035	4743	0	SY	BLADE LEVEL-UP (HOT MIX ASPHALT)	$1.50	$0.00	$7,114.50	-$7,114.50	$0.00
251		4743	SY	REWORK BS MTL (TY D)(6")(DENS CONT)		$3.00	$0.00	$14,229.00	$14,229.00
260		26.7	TON	LIME (HYD, COM OR QK)(SLRY) OR QK (DRY)		$150.00	$0.00	$4,005.00	$4,005.00
260		4743	SY	LIME TRT (EXST MATL)(6")		$1.00	$0.00	$4,743.00	$4,743.00
310		949	GAL	PRIME COAT (MC-30)		$3.00	$0.00	$2,847.00	$2,847.00
529		58	LF	CONC CURB & GUTTER(TY A)(VALLEY GUTTER)		$30.00	$0.00	$1,740.00	$1,740.00
				Total Roadway:			**$58,460.50**	**$14,604.50**	**$73,065.00**
(906) DRAINAGE									
				Total Drainage:			**$0.00**	**$0.00**	**$0.00**
				TOTAL BASE AMOUNTS:			**$58,460.50**	**$14,604.50**	**$73,065.00**

AI-19816 **27.D.1.**

BCAP Application for Payment No. 3 (Final) Basham Subdivision No. 18 Precinct No. 3

CC REGULAR

Date:	02/23/2010
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

Approval of Application for Payment No. 3 (Final) in the amount of $47,248.65 from Total Commitment, LLC contracted vendor for Basham Subdivision No. 18 as submitted by Javier Hinojosa Engineering project engineer. (C-CAP-09-286-08-25)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-123-082-0-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #630130 as of 2/19/10 is $53,974.00.

Attachments

Link: Application for Payment No. 3 Final Basham Subdivision No.18

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	02/19/2010 10:15 AM	APRV
2	Purchasing Department	Marty Salazar	02/19/2010 02:26 PM	APRV
3	Budget & Management	Erika Zamora	02/19/2010 02:38 PM	APRV
4	Perla Lopez	Perla Lopez	02/19/2010 04:01 PM	APRV
5	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 02/05/2010 11:49 AM

Final Approval Date: 02/19/2010

AI-19816 2/16/10

APPLICATION FOR PAYMENT NO. 3 (FINAL)

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 18
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 18
Owner's Contract No. C-CAP-09-286-08-25 Engineer's Project No. 081102
For Work accomplished through the date of: January 13, 2010

1. Original Contract Price:		$104,309.12
2. Net change by Change Order No. 1 and Written Agreements(-):		$1,475.50
3. Current Contract Price (1 minus 2):		$102,833.62
4. Total completed and stored to date:		$102,833.62
5. Retainage (per Agreement):		
10% of completed Work:	$10,283.36	
of stored material		
Total Retainage:		$10,283.36
6. Total completed and stored to date less retainage (4 minus 5)		$92,550.26
7. Less previous Application for Payments:		$45,301.61
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$47,248.65

2.510

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Sub-contractors/suppliers)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Report w/signed Wage Form**

REQ# 163188 P.O.# 630130
9-1312-431-00-123-082-0-731→$41,854.50
<-4,185.45>=$37,669.05

REQ# 163188 P.O.# 630130
9-1312-431-00-123-082-0-733→$10,644.00
<-1,064.40>=$9,579.60

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 2-3-10

TOTAL COMMITMENT, LLC
(CONTRACTOR)
By: _____
Armando Gutierrez, Jr.

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 3rd day of February, 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 2/2/10

JAVIER HINOJOSA ENGINEERING
(ENGINEER)
By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY:
Marcie Jackson ON 2/4/10
GOODS/SERVICES RECEIVED BY:
Marcie Jackson ON 2/4/10

Exhibit E-C

TOTAL COMMITMENT, LLC	Contractor Name
0/15/2009	Starting Date
1/13/2010	Project Ending Date
10%	Retainage Percent

Application No.	3 (FINAL)
Application Date:	12/3/2009
Period To:	12/2/09 - 01/13/10
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	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080082	Basham Subd. #18	$ 104,309.12	$ 102,833.62	$ 10,580.00	$ 39,755.12	$ 52,498.50	$ 102,833.62	$ -	$ 10,283.36	$ 92,550.26	$ 45,301.61	$ 47,248.65
		$ 104,309.12	$ 102,833.62	$ 10,580.00	$ 39,755.12	$ 52,498.50	$ 102,833.62	$ -	$ 10,283.36	$ 92,550.26	$ 45,301.61	$ 47,248.65

TOTAL COMITMENT, LLC	Contractor Name
10/15/2009	Starting Date
1/13/2010	Project Ending Date
ROAD & DRAINAGE - BASHAM SUBD. NO. 18	Engineer's / County Project Description

Application No.: 3 (FINAL)
Application Date: 1/13/2010
Period To: 12/2/09 - 1/13/10
Engineer's / County Project No.: C-CAP-09-286-08-25

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																			
		MONICA ACRES SUBDIVISION																			
1	100	Preparig ROW	STA	$ 4.00	13.78	$ 55.12	$ 4.00	13.78	$ 55.12	-	0.00	$ -	13.78	13.78	$ 55.12			$ -	$ 55.12	0.00	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 5.00	4675.00	$ 23,375.00	$ 5.00	4675.00	$ 23,375.00	-	0.00	$ -	2338	2338	$ 11,690.00	2,337	4,675	$ 11,685.00	$ 23,375.00	0.00	$ -
3	251	Reworking BS Mtrl. (DC)	SY	$ 2.00	4675.00	$ 9,350.00	$ 2.00	4675.00	$ 9,350.00	-	0.00	$ -	4675	4675	$ 9,350.00			$ -	$ 9,350.00	0.00	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 3.50	935.00	$ 3,272.50	$ 3.50	935.00	$ 3,272.50	-	0.00	$ -		-	$ -	935	935	$ 3,272.50	$ 3,272.50	0.00	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 6.50	4185.00	$ 27,202.50	$ 6.50	3958.00	$ 25,727.00	-	0.00	$ -		-	$ -	3,958	3,958	$ 25,727.00	$ 25,727.00	0.00	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 900.00	1.50	$ 1,350.00	$ 900.00	1.50	$ 1,350.00	1.00	0.00	$ 900.00	0.5	1.50	$ 450.00			$ -	$ 1,350.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 11.00	30.00	$ 330.00	$ 11.00	30.00	$ 330.00	-	0.00	$ -		-	$ -	30	30	$ 330.00	$ 330.00	0.00	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 2.00	490.00	$ 980.00	$ 2.00	490.00	$ 980.00	490.00	0.00	$ 980.00		490.00	$ -			$ -	$ 980.00	0.00	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 1.00	490.00	$ 490.00	$ 1.00	490.00	$ 490.00	-	0.00	$ -		-	$ -	490	490	$ 490.00	$ 490.00	0.00	$ -
10		Relocate Mail Boxes	LS	$ 700.00	1.00	$ 700.00	$ 700.00	1.00	$ 700.00	-	0.00	$ -	0.5	0.50	$ 350.00	0.5	1	$ 350.00	$ 700.00	0.00	$ -
		Total Roadway MONICA ACRES SUBDIVISION				$ 67,105.12			$ 65,629.62			$ 1,880.00			$ 21,895.12			$ 41,854.50	$ 65,629.62	$	-
		DRAINAGE																			
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.00	887.00	$ 10,644.00	$ 12.00	887.00	$ 10,644.00	-	0.00	$ -			$ -	887	887.0	$ 10,644.00	$ 10,644.00	0.00	$ -
12	530	Driveway (Concrete 3000 PSI)	SY	$ 30.00	330.00	$ 9,900.00	$ 30.00	330.00	$ 9,900.00	-	0.00	$ -	330.00	330.00	$ 9,900.00			$ -	$ 9,900.00	0.00	$ -
13	556	15" ADS Culvert Pipe	LF	$ 15.00	980.00	$ 14,700.00	$ 15.00	980.00	$ 14,700.00	580.00	0.00	$ 8,700.00	400.00	980.00	$ 6,000.00			$ -	$ 14,700.00	0.00	$ -
14	556	18" RCP Culvert Pipe	LF	$ 18.00	70.00	$ 1,260.00	$ 18.00	70.00	$ 1,260.00	-	0.00	$ -	70.00	70.00	$ 1,260.00			$ -	$ 1,260.00	0.00	$ -
15	556	Safety End Treatment	LF	$ 350.00	2.00	$ 700.00	$ 350.00	2.00	$ 700.00	-	0.00	$ -	2.00	2.00	$ 700.00			$ -	$ 700.00	0.00	$ -
		Total Drainage MONICA ACRES SUBDIVISION				$ 37,204.00			$ 37,204.00			$ 8,700.00			$ 17,860.00			$ 10,644.00	$ 37,204.00	$	-
		Grand Total for Basham Sub. No. 18				$ 104,309.12			$ 102,833.62												

APPROVED BY: Javier Hinojosa P.E. (Print Name) — Signature — 2/2/10 (Date)

Exhibit E-D

AI-19817 **27.D.2.**

BCAP Change Order No.1 Basham Subdivision No. 18 Precinct No. 3
CC REGULAR

Date: 02/23/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Change Order No. 1 with contractor Total Commitment, LLC for Basham Subdivision No. 18, Pct. No. 3 reflecting a decrease in the amount of $1,475.50 for deletion of asphalt concrete as submitted through project engineer Javier Hinojosa Engineering-C-CAP-09-286-08-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-123-082-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Change Order will decrease P.O. #630130 in the amount of $1,475.50.

Attachments

Link: Change Order NO. 1 Basham Subdivision No. 18

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	02/19/2010 10:24 AM	APRV
2	Purchasing Department	Marty Salazar	02/19/2010 02:26 PM	APRV
3	Budget & Management	Erika Zamora	02/19/2010 02:39 PM	APRV
4	Perla Lopez	Perla Lopez	02/19/2010 03:11 PM	APRV
5	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Marcie Jackson — Started On: 02/05/2010 01:25 PM

Final Approval Date: 02/19/2010

CHANGE ORDER NUMBER ONE(1)

Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 18

DATE OF ISSUANCE: February 2, 2010 EFFECTIVE DATE: February 2, 2010

OWNER: HIDALGO COUNTY

OWNER'S CONTRACT NO: C-CAP-09-286-08-25

CONTRACTOR: TOTAL COMMITMENT, LLC
11435 N. BRYAN ROAD
MISSION, TEXAS 78573

ENGINEER: JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
MCALLEN, TEXAS 78504

You are directed to make the following changes in the Contract Documents.

Description: 1. Item 340 227 SY - ASPH Conc. (TYD) (1 1/2") were deleted.

Reason for Change Order: 1. Reconciliation of Construction Items.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 104,309.12	Original Contract Time for Substantial Completion: 90 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 104,309.12	Contract Time prior to this Change Order Substantial Completion: 90 calendar days or dates
Net **(decrease)** of this Change Order $ 1,475.50	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 102,833.62 Net % **(decrease)** from original contract price. 1.41%	Contract Time with all approved Change Orders Substantial Completion: 90 calendar days or dates

RECOMMENDED:

By: _____
Javier Hinojosa Engineering

Date: 2/2/10

APPROVED:

By: _____
Hidalgo County

Date: _____

ACCEPTED:

By: _____
Total Commitment, LLC

Date: 2-3-2010

Exhibit E-B

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 3
COLONIA ACCESS PROGRAM ROUND III
BASHAM SUBDIVISION NO. 18
CONTRACT NO. C-CAP-09-286-08-25

Item Number	Original Contract Quantities	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost C.O. #1	Revised Contract Cost C.O. #1
PAVING								
100	13.78	13.78	STA	PREPARING ROW	$4.00	$55.12	$0.00	$55.12
247	4675	4675	SY	8" FL BS (COMPL IN PLACE) (TY D GR6 CL4)	$5.00	$23,375.00	$0.00	$23,375.00
251	4675	4675	SY	REWRKING BS MATL (DC) (TY D CL2)	$2.00	$9,350.00	$0.00	$9,350.00
310	935	935	GAL	ASPH MATRL (MC-30)	$3.50	$3,272.50	$0.00	$3,272.50
340	**4185**	**3958**	**SY**	**ASPH CONC (TY D)(1 1/2")**	**$6.50**	**$27,202.50**	**-$1,475.50**	**$25,727.00**
502	1.5	1.5	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	$900.00	$1,350.00	$0.00	$1,350.00
530	30	30	SY	TURNOUT (ASPH-CONC-PAV)(PB-1)	$11.00	$330.00	$0.00	$330.00
5249	490	490	LF	TEMPORARY SEDIMENT CONTROL FENCE	$2.00	$980.00	$0.00	$980.00
5249	490	490	LF	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	$1.00	$490.00	$0.00	$490.00
	1	1	LS	RELOCATE MAIL BOXES	$700.00	$700.00	$0.00	$700.00
DRAINAGE								
530	887	887	SY	DRIVEWAY (ASPH-CONC-PAV) (PB-1)	$12.00	$10,644.00	$0.00	$10,644.00
530	330	330	SY	DRIVEWAY (CONCRETE 3000 PSI)	$30.00	$9,900.00	$0.00	$9,900.00
556	980	980	LF	15" ADS CULVERT PIPE	$15.00	$14,700.00	$0.00	$14,700.00
556	70	70	LF	18" ADS CULVERT PIPE	$18.00	$1,260.00	$0.00	$1,260.00
556	2	2	LF	SAFETY END TREATMENT	$350.00	$700.00	$0.00	$700.00
					Total:	**$104,309.12**	**-$1,475.50**	**$102,833.62**
				TOTAL BASE AMOUNTS:		**$104,309.12**	**-$1,475.50**	**$102,833.62**

AI-20031 **27.E.1.**

Request by Adult Probation for Procurement Services for Pharmaceuticals
CC REGULAR

Date:	02/23/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Adult Probation

Information

CAPTION

Request to Hidalgo County Commissioners Court by Arnold Patrick, Director, HCCSCD, for approval to permit the Hidalgo County Purchasing Department to provide procurement services in connection with the solicitation of sealed bids through advertisement for the purchase of: Legend and Non-legend Pharmaceuticals and/or Medical Supplies on an "as needed basis" for the Adult Probation's Substance Abuse Treatment Facility with review and recommendation for award of bid and contract to be made by Arnold Patrick in accordance with Government Code, Chapter 76.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding sources will be identified when contract negotiations are completed.

Attachments

Link: Government Code-76

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/19/2010 03:20 PM	APRV
2	Budget & Management	Erika Zamora	02/19/2010 03:41 PM	APRV
3	Erika Zamora	Erika Zamora	02/19/2010 04:20 PM	APRV
4	Auditor's Office		02/19/2010 05:15 PM	NEW

Form Started By: Marty Salazar Started On: 02/19/2010 02:30 PM

Final Approval Date: 02/19/2010

GOVERNMENT CODE

CHAPTER 76. COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENTS

§ 76.001. DEFINITIONS. In this chapter:

(1) "Board" means the Texas Board of Criminal Justice.

(2) "Community supervision" has the meaning assigned by Section 2, Article 42.12, Code of Criminal Procedure.

(3) "Council" means a community justice council.

(4) "Department" means a community supervision and corrections department established under this chapter.

(5) "Division" means the community justice assistance division of the Texas Department of Criminal Justice.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.002. ESTABLISHMENT OF DEPARTMENTS. (a) The district judge or district judges trying criminal cases in each judicial district and the statutory county court judges trying criminal cases in the county or counties served by the judicial district shall:

(1) establish a community supervision and corrections department; and

(2) approve the department's budget and community justice plan.

(b) Repealed by Acts 2005, 79th Leg., ch. 255, § 12.

(c) Except as provided by Subsection (d), one department serves all courts and counties in a judicial district if:

(1) two or more judicial districts serve a county; or

(2) a district includes more than one county.

(d) The board may adopt rules to allow more than one department to serve a judicial district that includes more than one county if providing more than one department will promote administrative convenience or economy or improve services.

(e) The board may adopt rules allowing departments to contract with one another for services or facilities.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 255, § 1, 12, eff. May 30, 2005.

§ 76.003. COMMUNITY JUSTICE COUNCIL. (a) A community justice council must be established by the judges described by Section 76.002 who are served by a department, unless a board or council that was in existence on September 1, 1991, is performing duties substantially similar to those imposed on a community justice council under this section. The council shall provide continuing policy guidance and direction for the development of community justice plans and community corrections facilities, programs, and conditions of community supervision.

(b) A council should consist of the following persons or their designees:

(1) a sheriff of a county served by the department, chosen by the sheriffs of the counties to be served by the department;

(2) a county commissioner or a county judge from a county served by the department, chosen by the county commissioners and county judges of the counties served by the department;

(3) a city council member of the most populous municipality in a county served by the department, chosen by the members of the city councils of cities served by the department;

(4) not more than two state legislators elected from a county served by the department, or in a county with a population of one million or more to be served by the department, not more than one state senator and one state representative elected from the county, chosen by the state legislators elected from the county or counties served by the department;

(5) the presiding judge from a judicial district served by the department, chosen by the district judges from the judicial districts served by the department;

(6) a judge of a statutory county court exercising criminal jurisdiction in a county served by the department, chosen by the judges of statutory county courts with criminal jurisdiction in the counties served by the department;

(7) a county attorney with criminal jurisdiction from

a county served by the department, chosen by the county attorneys with criminal jurisdiction from the counties served by the department;

(8) a district attorney or criminal district attorney from a judicial district served by the department, chosen by the district attorneys or criminal district attorneys from the judicial districts served by the department; and

(9) an elected member of the board of trustees of an independent school district in a county served by the department, chosen by the members of the boards of trustees of independent school districts located in counties served by the department.

(c) The community justice council shall appoint a community justice task force to provide support staff for the development of a community justice plan. The task force may consist of any number of members, but should include:

(1) the county or regional director of the Texas Department of Human Services with responsibility for the area served by the department;

(2) the chief of police of the most populous municipality served by the department;

(3) the chief juvenile probation officer of the juvenile probation office serving the most populous area served by the department;

(4) the superintendent of the most populous school district served by the department;

(5) the supervisor of the Department of Public Safety region closest to the department, or the supervisor's designee;

(6) the county or regional director of the Texas Department of Mental Health and Mental Retardation with responsibility for the area served by the department;

(7) a substance abuse treatment professional appointed by the Council of Governments serving the area served by the department;

(8) the department director;

(9) the local or regional representative of the pardons and paroles division of the Texas Department of Criminal Justice with responsibility for the area served by the department;

(10) the representative of the Texas Workforce Commission with responsibility for the area served by the

department;

(11) the representative of the Texas Rehabilitation Commission with responsibility for the area served by the department;

(12) a licensed attorney who practices in the area served by the department and whose practice consists primarily of criminal law;

(13) a court administrator, if one serves the area served by the department;

(14) a representative of a community service organization that provides adult treatment, educational, or vocational services to the area served by the department;

(15) a representative of an organization in the area served by the department that is actively involved in issues relating to defendants' rights, chosen by the county commissioners and county judges of the counties served by the department; and

(16) an advocate for rights of victims of crime and awareness of issues affecting victims.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 9.02(a), 9.03(a), eff. Sept. 1, 1997; Acts 2005, 79th Leg., ch. 255, § 2, eff. May 30, 2005.

§ 76.004. DEPARTMENT DIRECTOR; FISCAL OFFICER. (a) The judges described by Section 76.002 shall appoint a department director who must meet, at a minimum, the eligibility requirements for officers established under Section 76.005.

(a-1) The department director shall perform or delegate the responsibility for performing the following duties:

(1) overseeing the daily operations of the department;

(2) preparing annually or biennially a budget for the department;

(3) negotiating and entering into contracts on behalf of the department;

(4) establishing policies and procedures for all functions of the department;

(5) developing personnel policies and procedures,

including disciplinary proceedings; and

(6) establishing procedures and practices through which the department will address an employment-related grievance.

(b) The department director shall employ a sufficient number of officers and other employees to conduct presentence investigations, supervise and rehabilitate defendants placed on community supervision, enforce the conditions of community supervision, and staff community corrections facilities. A person employed under this subsection is an employee of the department and not of the judges or judicial districts.

(c) The judges described by Section 76.002 may appoint for the department a fiscal officer, other than the county auditor. The fiscal officer is responsible for:

(1) managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities;

(2) ensuring that financial transactions of the department are lawful and allowable; and

(3) prescribing accounting procedures for the department.

(d) The judges described by Section 76.002 may appoint a person as fiscal officer only after investigating the person and determining that the person is:

(1) a person of unquestionably good moral character and intelligence; and

(2) a financial officer with at least two years' experience in auditing and accounting.

(e) A fiscal officer appointed under this section, before beginning employment and not later than the 20th day after the date of appointment, shall:

(1) take an oath stating that the person meets the qualifications required by this section and will not have a personal interest in any contract entered into by the department; and

(2) execute a good and sufficient surety bond that:

(A) is in the amount of $5,000 or more;

(B) is approved by and payable to the judges described by Section 76.002; and

(C) is conditioned on the faithful performance by

the fiscal officer of the officer's duties.

(f) The judges described by Section 76.002 shall set the annual compensation of a fiscal officer appointed under this section, and the department shall pay all costs related to the functions of the fiscal officer.

(g) Subsections (c)-(f) do not diminish the rights of the following officers or entities to examine and audit accounts, records, receipts, and expenditures of a department:

(1) the county auditor of a county served by the department;

(2) the comptroller;

(3) the state auditor; and

(4) the division.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 207, § 1, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 255, § 3, eff. May 30, 2005.

§ 76.0045. JUDICIAL RESPONSIBILITIES; IMMUNITY. (a) The responsibility of a judge described by Section 76.002 for personnel decisions is limited to the appointment of a department director and a fiscal officer.

(b) The responsibility of a judge described by Section 76.002 for budgetary decisions is limited to:

(1) appointment of a fiscal officer; and

(2) approval of the department's budget.

(c) A judge described by Section 76.002 has judicial immunity in a suit arising from:

(1) the performance of a duty described by Section 76.002(a); or

(2) the appointment of a department director or a fiscal officer or an act or failure to act by a department employee or by a department director or fiscal officer.

Added by Acts 2005, 79th Leg., ch. 255, § 4, eff. May 30, 2005.

§ 76.005. STANDARDS FOR OFFICERS. (a) An officer

appointed by the department director must comply with a code of ethics developed by the division.

(b) To be eligible for appointment as an officer who supervises defendants placed on community supervision a person must have acquired a bachelor's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board.

(c) A person employed as a peace officer is not eligible for appointment as an officer under this section.

(d) The division may establish a waiver procedure for departments unable to hire persons meeting the requirements under Subsection (b)(2).

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 108, § 1, eff. May 15, 1997.

§ 76.0051. AUTHORIZATION TO CARRY WEAPON. An officer is authorized to carry a weapon while engaged in the actual discharge of the officer's duties only if:

(1) the officer possesses a certificate of firearms proficiency issued by the Commission on Law Enforcement Officer Standards and Education under Section 1701.257, Occupations Code; and

(2) the director of the department agrees to the authorization.

Added by Acts 1997, 75th Leg., ch. 1261, § 29, eff. Sept. 1, 1997. Amended by Acts 2005, 79th Leg., ch. 255, § 5, eff. May 30, 2005.

§ 76.006. EMPLOYEE STATUS AND BENEFITS. (a) Except as provided by Subsection (c), department employees are not state employees. The department shall contract for all employee benefits with one county served by the department and designated for that purpose by the judges described by Section 76.002. To the extent that employee benefits are provided by a county under this

subsection, the employees are governed by personnel policies and benefits equal to personnel policies for and benefits of other employees of that county. This subsection does not apply to employee benefits for group insurance and related coverages provided to employees of a department through the group benefits program for state employees under Chapter 1551, Insurance Code.

(b) The judicial districts served by a department shall pay the salaries of department employees.

(c) Department employees are state employees for the purposes of Chapter 104, Civil Practice and Remedies Code, and Chapter 501, Labor Code. Notwithstanding Subsection (a), a department employee is eligible to participate in the group benefits program established under Chapter 1551, Insurance Code, as provided by Section 1551.114, Insurance Code.

(d) The attorney general has the duty to defend a department for suits for injunctive, declaratory, or monetary relief brought against it for any action not covered by an indemnification policy, except any action brought by the state or another political subdivision. The attorney general shall not defend a department or its employees in cases in which a person under supervision challenges the fact or duration of the supervision.

(e) The department shall provide information requested by the attorney general that the attorney general considers necessary for the defense or prosecution of any case brought under this section.

(f) The department shall provide transportation or automobile allowances for officers who supervise defendants placed on community supervision.

(g) A document evaluating the performance of an officer of the department who supervises defendants placed on community supervision is confidential.

(h) If under Subsection (a) the judges described by Section 76.002 change the designation of the county providing employee benefits, the judges may not subsequently change that designation before the 10th anniversary of the date on which the previous designation was made.

(i) The department shall submit all information required by Section 1551.321, Insurance Code, in the manner and form prescribed by the Employees Retirement System of Texas.

(j) The attorney general shall defend a statutory county court judge in an action in state or federal court if:

(1) the cause of action is the result of the judge performing a duty described by Section 76.002, 76.003, or 76.004; and

(2) the judge requests the attorney general's assistance in the defense.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 987, § 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1240, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, § 19.01(29), eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 875, § 1, eff. June 18, 1999; Acts 2003, 78th Leg., ch. 1030, § 2.01, eff. Sept. 1, 2004; Acts 2005, 79th Leg., ch. 255, § 6, eff. May 30, 2005.

§ 76.007. PUBLIC FUNDS, GRANTS, AND GIFTS. A department may accept public funds and grants and gifts from any source for the purpose of financing programs and facilities. A municipality, county, or other political subdivision may make grants to a department for those purposes.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.008. FINANCIAL RESPONSIBILITIES OF COUNTIES. (a) The county or counties served by a department shall provide physical facilities, equipment, and utilities for a department. The division shall monitor the support a county provides under this section and determine whether a county provides support that meets the standards for minimum support established by the division. If the division determines that a county's support is insufficient, the division may impose on the department a sanction authorized by Section 509.012.

(b) If a department serves two or more counties, those counties may enter into an agreement for the distribution of the expenses of facilities, equipment, and utilities.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.009. FINANCIAL RESPONSIBILITIES OF DISTRICTS. (a) The department may expend district funds in order to provide expanded facilities, equipment, and utilities if:

(1) the department needs to increase its personnel in order to provide more effective services or to meet workload requirements established under Chapter 509;

(2) the county or counties certify to the department director that they have neither adequate space in county-owned buildings nor adequate funds to lease additional physical facilities, purchase additional equipment, or pay for additional utilities required by the department; and

(3) the county or counties provide facilities, equipment, and utilities at or above the levels required by the division.

(b) The division shall set as the level of contribution a county or counties must meet or exceed to receive district funds under Subsection (a) a level not lower than the average level provided by the county or counties during the fiscal year in which the funds are to be received and the four fiscal years immediately preceding that year.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 255, § 7, eff. May 30, 2005.

§ 76.010. STATE FUNDS OR GUARANTEES FOR CORRECTIONS FACILITIES. (a) In this section:

(1) "Community corrections facility" has the meaning assigned by Section 509.001.

(2) "State jail felony facility" means a facility operated or contracted for by the state jail division of the Texas Department of Criminal Justice under Subchapter A, Chapter 507.

(b) A department, county, municipality, or a combination

involving more than one of those entities may establish a community corrections facility and are specifically encouraged to purchase or enter into a contract for the use of abandoned or underutilized public facilities, such as former military bases and rural hospitals, for the purpose of providing community corrections facilities.

(c) The department may authorize expenditures of funds provided by the division to the department for the purposes of providing facilities, equipment, and utilities for community corrections facilities or state jail felony facilities if:

(1) the community justice council recommends the expenditures; and

(2) the division, or the state jail division in the case of a state jail felony facility, provides funds for the purpose of assisting in the establishment or improvement of the facilities.

(d) A department may acquire, hold title to, and own real property for the purpose of establishing a community corrections facility or a state jail felony facility.

(e) A department, county, municipality, or a combination involving more than one of those entities may not use a facility or real property purchased, acquired, or improved with state funds unless the division, or the state jail division in the case of a state jail felony facility, first approves the use.

(f) The division or the state jail division, in the case of a state jail felony facility, is entitled to reimbursement from an entity described by Subsection (e) of all state funds used by the entity without division approval as required by Subsection (e).

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 255, § 8, eff. May 30, 2005.

§ 76.011. PRETRIAL SERVICES. (a) The department may operate programs for the supervision and rehabilitation of persons in pretrial intervention programs. Programs may include testing for controlled substances. A person in a pretrial intervention program may be supervised for a period not to exceed two years.

(b) The department may use money deposited in the special

fund of the county treasury for the department under Article 103.004(b), Code of Criminal Procedure, only for the same purposes for which state aid may be used under this chapter.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 2005, 79th Leg., ch. 91, § 1, eff. Sept. 1, 2005.

§ 76.012. REPORTING AND MANAGEMENT SERVICES. A department may enter into a contract with a public or private vendor to provide telephone reporting, automated caseload management, and collection services for fines, fees, restitution, and other costs ordered to be paid by a court or fees imposed by a department.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995.

§ 76.013. RESTITUTION. (a) If a judge requires a defendant to make restitution to a victim of the defendant's offense, and a payment is received by a department from the defendant for transmittal to a victim of the offense, the department that receives the payment for disbursement to the victim shall immediately deposit the payment in an interest-bearing account in the county treasury as required by Section 140.003(f), Local Government Code.

(b) If an initial restitution payment is received by a department, the department immediately shall notify the victim of that fact by certified mail, mailed to the last known address of the victim. If a victim then makes a claim for payment, the department promptly shall remit the payment to the victim. A department is obligated to make a good faith effort to locate and notify a victim that an unclaimed payment exists. The department satisfies the good faith requirement under this subsection by sending to the victim by certified mail on any one occasion during the period the defendant is required to make payments a notice that the victim is entitled to an unclaimed payment. Not earlier than the fifth anniversary of the date on which the department mails notice under

this subsection, if the victim has not made a claim for payment, the department shall transfer from the interest-bearing account to the comptroller all payments received. After making an initial transfer of payments to the comptroller under this subsection, the department, not later than the 121st day after the date the department receives a subsequent payment, shall transfer the subsequent payment to the comptroller. The department shall deduct five percent of the payment or subsequent payment as a collection fee and deduct any interest accrued on the payment or subsequent payment before transferring the payment to the comptroller under this subsection. The comptroller shall deposit the payment in the state treasury to the credit of the compensation to victims of crime auxiliary fund.

(c) The collection fee under Subsection (b) and the accrued interest under Subsections (a) and (b) shall be deposited in the special fund of the county treasury provided by Section 509.011 to be used for the same purposes for which state aid may be used under that section. The department has a maximum of 121 days after the five-year expiration date to transfer the funds to the comptroller's office. Failure to comply with the 121-day deadline will result in a five percent collection fee penalty calculated from the total deposit and all interest attributable to the unclaimed funds.

(d) If the victim of the offense claims the payment during the five-year period in which the payment is held in the interest-bearing account, the department shall pay the victim the amount of the original payment, less any interest earned while holding the payment. After the payment has been transferred to the comptroller, the department has no liability in regard to the payment, and any claim for the payment must be made to the comptroller. If the victim makes a claim to the comptroller, the comptroller shall pay the victim the amount of the original payment, less the collection fee, from the compensation to victims of crime auxiliary fund.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 9.04(a), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 796, § 1, eff. Sept. 1, 1997.

§ 76.014. ASSESSMENT AND ENHANCEMENT OF DEFENDANT'S EDUCATIONAL SKILLS. (a) A department, with the assistance of the Texas Workforce Commission, the Texas Workforce Investment Council, local workforce development boards, and other appropriate public and private entities, may establish a developmental program for a defendant under the supervision of the department on the basis of information obtained in the presentence investigation report prepared for the defendant.

(b) The developmental program may provide the defendant with the educational and vocational training necessary to:

(1) meet the average skill level of students who have completed the sixth grade in public schools in this state; and

(2) maintain employment while under the supervision of the department, to lessen the likelihood that the defendant will commit additional offenses.

(c) To decrease expenditures by departments for the educational and vocational skills assessment and enhancement program established under this section, the Texas Department of Economic Development shall provide information to departments, the Texas Workforce Commission, the Texas Workforce Investment Council, local workforce development boards, and other appropriate public and private entities for obtaining financial assistance through programs under Chapter 301, Labor Code, and other applicable programs of public or private entities.

Added by Acts 1995, 74th Leg., ch. 76, § 7.11, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 9.05(a), eff. Sept. 1, 1997; Acts 2003, 78th Leg., ch. 818, § 6.05, eff. Sept. 1, 2003.

§ 76.015. ADMINISTRATIVE FEE. (a) A department may collect money from an individual as ordered by a court served by the department regardless of whether the individual is under the department's supervision.

(b) A department that collects money under this section shall promptly transfer the money collected to the appropriate

county or state officer.

(c) A department may assess a reasonable administrative fee of not less than $25 and not more than $40 per month on an individual who participates in a department program or receives department services and who is not paying a monthly fee under Section 19, Article 42.12, Code of Criminal Procedure.

Added by Acts 1997, 75th Leg., ch. 165, § 9.07(a), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 983, § 1(a), eff. Sept. 1, 1997.

§ 76.016. VICTIM NOTIFICATION. (a) A department, using the name and address provided by the attorney representing the state under Article 56.08(d), Code of Criminal Procedure, shall immediately notify a victim of the defendant's crime or, if the victim has a guardian or is deceased, notify the guardian of the victim or close relative of the deceased victim of:

(1) the fact that the defendant has been placed on community supervision;

(2) the conditions of community supervision imposed on the defendant by the court; and

(3) the date, time, and location of any hearing or proceeding at which the conditions of the defendant's community supervision may be modified or the defendant's placement on community supervision may be revoked or terminated.

(b) In this section, "close relative of a deceased victim," "guardian of a victim," and "victim" have the meanings assigned by Article 56.01, Code of Criminal Procedure.

Added by Acts 1997, 75th Leg., ch. 165, § 9.08(a), eff. Sept. 1, 1997. Amended by Acts 2001, 77th Leg., ch. 1034, § 9, eff. Sept. 1, 2001.

§ 76.017. TREATMENT ALTERNATIVE TO INCARCERATION PROGRAM. (a) A department may establish a treatment alternative to incarceration program in each county served by the department according to standards adopted by the division. A department may enter into an interlocal cooperation agreement with one or more

other departments in order to establish this program on a regional basis.

(b) The program must:

(1) include automatic screening and evaluation of a person arrested for an offense, other than a Class C misdemeanor, in which an element of the offense is the use or possession of alcohol or the use, possession, or sale of a controlled substance or marihuana;

(2) include automatic screening and evaluation of a person arrested for an offense, other than a Class C misdemeanor, in which the use of alcohol or drugs is suspected to have significantly contributed to the offense for which the individual has been arrested;

(3) coordinate the evaluation and referral to treatment services; and

(4) make referrals for the appropriate treatment of a person determined to be in need of treatment, including referrals to a community corrections facility as defined by Section 509.001.

(c) A program administered under this section must use a screening and evaluation procedure developed or approved by the division.

(d) After a person is screened and evaluated, a representative of the department shall meet with the participating criminal justice and treatment agencies to review the person's case and to determine if the person should be referred for treatment. If a person is considered appropriate for referral, the person may be referred to community-based treatment in accordance with applicable law or any other treatment program deemed appropriate. A magistrate may order a person to participate in a treatment program recommended under this section, including treatment in a drug court program established under Chapter 469, Health and Safety Code, as a condition of bond or condition of pretrial release.

(e) A department may contract for the provision of treatment services. The department may pay for services only if other adequate public or private sources of payment are not available. A person is responsible for the payment of any treatment program recommended under this section if it is determined that a person referred for treatment is able to pay for the costs of treatment or if the person has insurance that will pay for the treatment. If a

person is able to pay for treatment or if the person has insurance that will pay for the treatment, the payment may be made a condition for receiving treatment.

(f) An employee of a department or treatment provider either administering this program or providing services under this section may exchange or otherwise disclose information regarding the assessment, evaluation, or treatment of a person participating in this program to:

(1) another employee of the department;

(2) an officer in the court that has jurisdiction over the person's case;

(3) a county sheriff or jail administrator;

(4) an employee of the Texas Department of Criminal Justice; or

(5) any employee in a facility, institution, or halfway house in which a person may be confined in accordance with a disposition of the criminal charges in the case.

Added by Acts 1997, 75th Leg., ch. 165, § 9.09(a), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1269, § 1, eff. Sept. 1, 1997. Amended by Acts 2005, 79th Leg., ch. 1139, § 1, eff. June 18, 2005.

§ 76.018. APPLICATION OF LAW RELATING TO FREE EXERCISE OF RELIGION. For purposes of Chapter 110, Civil Practice and Remedies Code, an ordinance, rule, order, decision, or practice that applies to a person in the custody of a correctional facility operated by or under a contract with a community supervision and corrections department is presumed to be in furtherance of a compelling governmental interest and the least restrictive means of furthering that interest. The presumption may be rebutted.

Added by Acts 1999, 76th Leg., ch. 399, § 3, eff. Aug. 30, 1999.