AI-20363 **6.D.**

Pct.1 - Personnel Issues

CC REGULAR

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

1. Evaluation, reassignment, duties, discipline or dismissal of Operations Director - Pct. 1

2. Evaluation, reassignment, duties, discipline or dismissal of Pct. 1 Personnel

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/12/2010 04:07 PM	APRV
2	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Monica Badillo Started On: 03/12/2010 03:38 PM

Final Approval Date: 03/12/2010

AI-20364 **7.D.**

Pct. 1 Personnel Issues

CC REGULAR

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

1. Evaluation, reassignment, duties, discipline or dismissal of Operations Director - Pct. 1

2. Evaluation, reassignment, duties, discipline or dismissal of Pct. 1 Personnel

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/12/2010 04:08 PM	APRV
2	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Monica Badillo Started On: 03/12/2010 03:41 PM

Final Approval Date: 03/12/2010

AI-20368 **10.A.**

Appointment of Pct. 1 Commissioner

CC REGULAR

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	County Judge
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Discussion, consideration and action on Appointment of Hidalgo County Pct. #1 Commissioner
2. Approval of Official Bond

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Monica Badillo	03/12/2010 11:46 PM	CREATED
1	Budget & Management	Erika Zamora	03/15/2010 12:11 PM	APRV
2	Auditor's Office			NEW
3	Purchasing Department			

Form Started By: Monica Badillo Started On: 03/12/2010 11:46 PM

AI-20365 **11.B.**

Alamo TIRZ #1 Interlocal Agreement

CC REGULAR

Date:	03/16/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Approval of Interlocal Agreement by and among City of Alamo, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of Alamo, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.
2. Appointment of one board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of Alamo Board of Directors.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/12/2010 04:10 PM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2010 04:27 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Erika Reyna — Started On: 03/12/2010 04:00 PM

Final Approval Date: 03/12/2010

THE STATE OF TEXAS §
§ **CITY OF ALAMO**
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF ALAMO, TEXAS** (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance 29-12-08, passed and approved by the City Commission on December 16 2008, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, and **REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) acting by and through its duly authorized Board of Directors, established to administer, manage, and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code ("Zone Board"). Collectively, the CITY, HIDALGO COUNTY, and ZONE may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY and COUNTY in the Alamo City Development Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the CITY, COUNTY, ZONE BOARD and COUNTY AUDITOR at least ten (10) days prior written notice.

CITY

Luciano Ozuna Jr.
City Manager
City of Alamo
420 N Tower Rd
Alamo, Texas 78516

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number One, City of Alamo, Texas
420 N Tower Rd
Alamo, Texas 78516

COUNTY

Rene A. Ramirez
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

HIDALGO COUNTY AUDITOR

Attention: Ray Eufracio, CPA
Re: City of Alamo TIRZ #1
2808 South Business Hwy 281
Edinburg, Texas 78539

B. Index

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, COUNTY, and ZONE BOARD hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section	Description	Page
I.	Parties	1
II.	Definitions	2
III.	Background	3
IV.	Rights and Obligations of COUNTY	4
V.	Rights and Obligations of CITY and ZONE	7
VI.	Term and Termination	8
VII.	Miscellaneous	8
Exhibit "A"	Project Plan	
Exhibit "B"	City of Alamo Ordinance	

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs over the life of the ZONE are estimated to be $ 25,000. The only taxing entity to receive administrative expenses is the COUNTY.

2. "Agreement" means this Interlocal Agreement.

3. "Agreement Term" has the meaning set forth in Section VI.A. below.

4. **"**Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.

5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.

6. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

7. "COUNTY" has the meaning set forth in Section I.A.1 above.

8. "Final Project Plan and Financing Plan" means the Final Project Plan and Financing Plan for ZONE as adopted by the Board of Directors of ZONE February 13, 2009, and approved by City Council of CITY on April 05, 2009, and attached hereto as Exhibit "A".

9. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE,

and may include CITY and COUNTY.

10. "Parties" has the meaning given such term in Section I.A.1 above.

11. "Project" refers to the City of Alamo Proposed Public Improvements identified in the Final Project Plan and Financing Plan.

12. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way.

13. "Project Plan" means the Final Project Plan and Financing Plan for the ZONE as adopted by the Board of Directors of the ZONE on, February 13, 2009 and approved by the CITY Commission of the CITY on April 05, 2009 and attached hereto as Exhibit "A".

14. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

15. "COUNTY M&O Tax Rate" means that portion of the ad valorum tax rate used by the COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate as of November 17, 2009 is $0.5127 per $100 dollars of valuation on the Captured Appraised Value and may be changed by the COUNTY during the term of the ZONE."

16. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2008, the year in which the ZONE was designated."

17. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of Alamo, Texas Tax Increment Fund."

18. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan."

19. The "term of the ZONE" has the meaning set forth in Section III.A below.

20. "Transportation Zone means Transportation Reinvestment Zone Number One, Hidalgo County."

21. "ZONE BOARD" has the meaning set forth in Section I.A.1 above."

III. BACKGROUND

A. A Resolution passed and approved by City Commission of CITY on Tuesday June 3 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as the Alamo City Project, pursuant to Chapter 311, Texas Tax Code. On December 16, 2008, the City Commission of CITY passed and approved Ordinance # 29-12-08 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2033, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on February 13, 2009. The CITY approved the Project Plan and Project Financing Plan on April 05, 2009. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 29-12-08, attached hereto as Exhibit "B." The COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY

represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

C. The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City of Alamo or the ZONE BOARD to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 100% of the revenue generated from its M&O tax rate as assessed and collected on the tax increment for the respective tax year, except for revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County. For revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County, the COUNTY will contribute to the Tax Increment Fund an amount equal to 50% of the revenue generated from its M&O tax rate. For the purpose of this Agreement the M&O tax rate shall be calculated as set forth in section IV(B)(9) of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund be greater than ten million, seven hundred sixty seven dollars ($10,000,767), over the life of the ZONE beginning with the 2009 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of ten million, seven hundred sixty seven dollars ($10,000,767), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2033 (ending on December, 2033), whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by the later of May 1st, 2010 or 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010, but only for tax year 2009 beginning January 1, 2009. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2033.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project

has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the fact sheet required under section IV.B.2 and the report required under section §311.016 of the Texas Tax Code is not timely submitted to the COUNTY or in any situation in which the CITY is not obligated to pay penalties and interest.

5. The CITY agrees to comply with the Project Plan. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the Zone and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another

Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed ten million, seven hundred sixty seven dollars ($10,000,767.00), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations on Section IV (b) (4).

9. a. *General Provisions.* Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in section IV.B.9.b.and IV.B.9.c. below, the COUNTY agrees to participate at

(i) one hundred percent (100%) of its COUNTY M&O Tax Rate (currently $0.5127 per $100 valuation on the Captured Appraised Value) for real property outside the Transportation Zone, and

(ii) fifty percent (50%) of the COUNTY M&O Tax Rate (50% currently equaling $0.25635 per $100 valuation on the Captured Appraised Value) for real property within the Transportation Zone.

b. *Lower COUNTY M&O Tax Rate.* If the COUNTY M&O Tax Rate is less than $0.5127 per $100 valuation on the Captured Appraised Value during any year during the term of the Zone, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund for such year shall not exceed the applicable percentage designated in section IV.B.9.a. above (100% for any real property outside the Transportation Zone and 50% for any real property within the Transportation Zone as the case may be) of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O Tax Rate with respect to such year the COUNTY M&O Tax Rate is less than $0.5127 per $100 valuation.

c. *Greater COUNTY M&O Tax Rate.* If the COUNTY M&O Tax Rate is greater than $0.5127 per $100 valuation on the Captured Appraised Value during any year during the term of the Zone, the COUNTY shall retain all taxes collected in excess of $0.5127 with respect to any real property outside the Transportation Zone and $0.25635 with respect to any real property within the Transportation Zone per $100 valuation on the Captured Appraised Value and to the extent any such excess has been contributed into the Tax Increment Fund, such excess shall be promptly refunded to the COUNTY.

10. County taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the tax increment payment.

C. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

The ZONE BOARD shall be composed of five (5) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

D. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2009 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2033, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed eleven million, five hundred sixty four thousand one hundred seventy nine dollars ($11,563,179).

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by April 30, 2010. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10th and August 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 29-12-08 passed and approved by City Council

of the CITY on December 16, 2008. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; and (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE. No funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

VI. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2033, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2009 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after December 31, 2033.

B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than CITY. With respect to the CITY's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. 08-04-09 dated April 05, 2009. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Council of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Commission of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

K. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF ALAMO; HIDALGO COUNTY AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF ALAMO, TEXAS have made and executed this Agreement in triplicate originals on this _____day of _____, 2010.

CITY OF ALAMO

_____

City Manager

ATTEST/SEAL:

_____

City Secretary

HIDALGO COUNTY

By: _____
Rene A. Ramirez
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

By: _____
Stephen L. Crain
Atlas & Hall, L.L.P

REINVESTMENT ZONE NUMBER ONE,
CITY OF ALAMO, TEXAS

_____

Presiding Officer

AI-20336 **11.C.**

Facilities Management - Deletion of one (1) Foreman position and Creation of one (1) Master Electrician II

CC REGULAR

Date:	03/16/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Richard Sunday
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Facilities Management (1100):
1. Approval to delete one (1) vacant regular full-time Foreman position, slot no. 0105, grade level 09.
2. Approval to create one (1) regular full-time Master Electrician II position, slot no. 0107, grade level 10.
3. Approval on intradepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Funds available for proposed position and related fringe benefits, within department's operating budget.

Attachments

Link: Revised salary schedule
Link: LIT
Link: PARs
Link: Job Descriptions
Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/11/2010 02:40 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:42 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 04:53 PM	APRV

4	Auditor's Office	03/12/2010 05:29 PM	NEW
Form Started By: Sylvia Solis		Started On: 03/11/2010 08:38 AM	
Final Approval Date: 03/12/2010			

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 20336

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	BLDG MAINTENANCE MANAGER	17	1	63,599.00	63,882.00	480.00	0.00	0.00	0.00	0.00	64,362.00
0002	113	EXECUTIVE ASSISTANT I	11	4	44,287.00	44,491.00	900.00	0.00	0.00	0.00	0.00	45,391.00
0004	113	AIR CONDITION TECHNICIAN II	9	1	34,360.00	34,650.00	0.00	0.00	0.00	0.00	0.00	34,650.00
0005	113	PLUMBER I	8	4	35,157.00	35,157.00	540.00	0.00	0.00	0.00	0.00	35,697.00
0006	113	ELECTRICIAN I	8	4	35,157.00	35,157.00	540.00	0.00	0.00	0.00	0.00	35,697.00
0007	113	MAINTENANCE SUPERVISOR	11	1	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0008	113	ELECTRICIAN I	8	4	35,157.00	35,157.00	0.00	0.00	0.00	0.00	0.00	35,157.00
0010	113	BUDGET CLERK I	6	4	30,141.00	30,600.00	1,440.00	0.00	0.00	0.00	0.00	32,040.00
0011	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	28,415.00	720.00	0.00	0.00	0.00	0.00	29,135.00
0012	113	MAINTENANCE III	5	1	25,256.00	25,256.00	900.00	0.00	0.00	0.00	0.00	26,156.00
0013	113	MAINTENANCE III	5	1	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0014	113	MAIL CLERK	4	2	24,203.00	24,535.00	300.00	0.00	0.00	0.00	0.00	24,835.00
0015	113	MAIL CLERK	4	2	24,203.00	24,535.00	360.00	0.00	0.00	0.00	0.00	24,895.00
0016	113	ELECTRICIAN HELPER	4	2	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0017	113	AC TECHNICIAN HELPER	4	2	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0018	113	PLUMBER HELPER	4	2	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0019	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0020	113	CUSTODIAN II	3	2	22,411.00	22,411.00	840.00	0.00	0.00	0.00	0.00	23,251.00
0021	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0022	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0023	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0024	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0025	113	CUSTODIAN II	3	2	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0026	113	MAINTENANCE II	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 20336

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	CUSTODIAN II	3	2	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0028	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0029	113	MAINTENANCE III	5	1	25,256.00	25,256.00	480.00	0.00	0.00	0.00	0.00	25,736.00
0030	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0031	113	CUSTODIAN II	3	2	22,411.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00
0032	113	MAINTENANCE II	3	2	22,411.00	22,411.00	600.00	0.00	0.00	0.00	0.00	23,011.00
0033	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0034	113	CUSTODIAN II	3	2	22,411.00	22,611.00	1,080.00	0.00	0.00	0.00	0.00	23,691.00
0035	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0036	113	CUSTODIAN II	3	2	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0037	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0038	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0039	113	CUSTODIAN II	3	2	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0040	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0041	113	CUSTODIAN II	3	2	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0042	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0043	113	CUSTODIAN II	3	2	22,411.00	22,411.00	540.00	0.00	0.00	0.00	0.00	22,951.00
0044	113	CUSTODIAN II	3	2	22,411.00	22,411.00	600.00	0.00	0.00	0.00	0.00	23,011.00
0045	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0046	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0047	113	CUSTODIAN II	3	2	22,411.00	22,411.00	420.00	0.00	0.00	0.00	0.00	22,831.00
0048	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0049	113	CARPENTER I	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 20336

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0051	113	CUSTODIAN II	3	2	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0052	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0053	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0054	113	MAINTENANCE II	5	1	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0055	113	CUSTODIAN II	3	2	22,411.00	22,411.00	480.00	0.00	0.00	0.00	0.00	22,891.00
0056	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0057	113	CUSTODIAN II	3	2	22,411.00	22,411.00	480.00	0.00	0.00	0.00	0.00	22,891.00
0059	113	MAINTENANCE II	3	2	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0060	113	MAINTENANCE II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0061	113	MAINTENANCE II	3	2	22,411.00	22,411.00	840.00	0.00	0.00	0.00	0.00	23,251.00
0062	113	CUSTODIAN II	3	2	22,411.00	22,411.00	960.00	0.00	0.00	0.00	0.00	23,371.00
0063	113	MAINTENANCE II	3	2	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0064	113	CUSTODIAN II	3	2	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0065	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0066	113	CUSTODIAN II	3	2	22,411.00	22,411.00	780.00	0.00	0.00	0.00	0.00	23,191.00
0067	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0068	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0069	113	CUSTODIAN II	3	2	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0070	113	CUSTODIAN II	3	2	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0071	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0073	113	MAINTENANCE I	1	1	20,720.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0074	113	MAINTENANCE I	1	4	20,514.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 20336

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0075	113	PLUMBER I	8	2	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0076	113	ELECTRICIAN I	8	2	32,929.00	32,929.00	0.00	0.00	0.00	0.00	0.00	32,929.00
0077	113	AIR CONDITION TECHNICIAN III	11	2	41,481.00	41,481.00	0.00	0.00	0.00	0.00	0.00	41,481.00
0078	113	WELDER II	6	7	33,006.00	33,006.00	540.00	0.00	0.00	0.00	0.00	33,546.00
0079	113	MAINTENANCE II	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0080	113	MAINTENANCE II	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0081	113	MAINTENANCE II	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0082	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0083	113	CUSTODIAN II	3	2	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0084	113	MECHANIC I	4	1	23,385.00	23,725.00	0.00	0.00	0.00	0.00	0.00	23,725.00
0085	113	MAINTENANCE II	3	4	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0086	113	MAINTENANCE III	5	1	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0087	113	MAINTENANCE III	5	1	25,256.00	25,256.00	360.00	0.00	0.00	0.00	0.00	25,616.00
0088	113	MAINTENANCE II	3	4	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0089	113	MAINTENANCE III	5	10	33,212.00	33,212.00	480.00	0.00	0.00	0.00	0.00	33,692.00
0090	113	INFRASTRUCTURE SYSTEMS MNGR	17	2	65,825.00	65,825.00	0.00	0.00	0.00	0.00	0.00	65,825.00
0091	113	ADMINISTRATIVE ASSISTANT IV	10	4	41,006.00	41,006.00	0.00	0.00	0.00	0.00	0.00	41,006.00
0092	113	CARPENTER III	7	3	31,520.00	31,520.00	600.00	0.00	0.00	0.00	0.00	32,120.00
0093	113	CARPENTER III	7	3	31,520.00	31,520.00	900.00	0.00	0.00	0.00	0.00	32,420.00
0094	113	CARPENTER III	7	1	29,458.00	29,934.00	840.00	0.00	0.00	0.00	0.00	30,774.00
0095	113	CARPENTER III	7	1	29,458.00	29,458.00	540.00	0.00	0.00	0.00	0.00	29,998.00
0096	113	CARPENTER II	5	3	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0097	113	WELDER I	4	2	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-419-40-220-001-0

AI - 20336

FACILITIES MANAGEMENT

Slot #	Obj Code	POSITION TITLE	Grade	Step	2010 GRADE & STEP SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
							Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0098	113	CARPENTER I	3	4	23,927.00	23,927.00	1,380.00	0.00	0.00	0.00	0.00	25,307.00
0099	113	CARPENTER I	3	4	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0100	113	CARPENTER I	3	4	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0101	113	CARPENTER I	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0102	113	CARPENTER I	3	3	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0103	113	CLERK I	1	1	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0105	**113**	**DELETE THE FOLLOWING: ↓ FOREMAN**	**9**	**1**	**34,360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0106	113	CUSTODIAN II	3	1	21,653.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0107	**113**	**CREATE THE FOLLOWING: ↓ MASTER ELECTRICIAN II**	**10**	**0**	**35,254.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					2,649,093.00	2,561,332.00	26,220.00	0.00	0.00	0.00	0.00	2,587,552.00

***ALL NEW POSITIONS CREATED AT GRADE LEVEL 0 AND FUNDED AT GRADE LEVEL 1.**

Approval to delete one (1) vacant regular full-time Foreman position, slot no. 0105, grade level 09.
Approval to create one (1) regular full-time Master Electrician II position, slot no. 0107, grade level 10.
Personnel actions pending CC approval.

DATE: March 16, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Management

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	113	PERM F/T EMPLOYEES	2,201.31
890	OTHER	220	FICA	168.40
890	OTHER	230	RETIREMENT	209.56
890	OTHER	250	UNEMPLOYMENT	11.01
			TOTAL	2,590.28

REASON:
Intradepartmental Transfer to fund difference in salary and related fringe benefits for the creation of slot no. 0107

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT (220-001) DATE: 03/04/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0107

REQUESTED POSITION TITLE: MASTER ELECTRICIAN II

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1)	N/A	G10 S1	$ 37,109.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THIS POSITION IS REQUIRED AS PART OF THE FACILITIES MANAGEMENT ORGANIZATIONAL REALIGNMENT, APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 1, 2009.

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 MAR 11 2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/11/10	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: FACILITIES MANAGEMENT (220-001) DATE: 03/04/10

CURRENT POSITION TITLE: FOREMAN CURRENT SLOT. #: 0105

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1)	G9 S1	N/A	$ (34,360.00)
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

PART OF THE FACILITIES MANAGEMENT ORGANIZATIONAL REALIGNMENT, APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 1, 2009.

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	MAR 11 2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/11/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Delete

FOREMAN

GRADE: 09

GENERAL DESCRIPTION

Primary function is to plan and coordinate daily job assignments with the Area Supervisor and ensure that they are completed in a safe and efficient manner.

EXAMPLES OF WORK PERFORMED

Estimates cost and orders supplies

Maintain Inventory Control

Keeps inventory on hand tools & coordinates repairs as needed

Coordinates job assignments with employees and other departments as needed

Ensures that assignments are completed and handled in a safe and efficient manner

Operates road right-of-way bridge maintenance equipment

Performs duties associated with the position of Heavy Equipment Operator

Work may involve the comparison of numbers, selection of appropriate guidelines and procedures, or identification of appropriate actions to follow. Answers are usually found by selecting from specific choices defined in work policies or procedures

Supervision is present to establish general objectives relative to a specific project, to outline the desired end product and to identify potential resources for assistance

Requires regular contact within the department and with other departments, outside agencies or the general public, supplying or seeking information

Responsible for orienting and training others, and assigning and reviewing their work

Typically works outside, high noise environment, high dust, dirt, grease environment; Works alone or closely with others; Requires extensive safety training and/or protective devices, regular exposure to moving machinery and/or vehicles; Works on slippery or uneven surfaces, works above or below ground level; Regular exposure to chemicals, solvents, fumes and/or gases; Regular exposure to weather including heat, cold, dampness and/or humidity; Works in water; Typically standing and/or walking, typically bending, crouching and stooping; Typically pushing and/or pulling, light lifting or carrying 25lbs or less moderate lifting or carrying 25-50 lbs, heavy lifting or carrying 50 lbs or more; Using tools requiring high dexterity, driving and/or operating heavy equipment

Responsible to meet department productivity and goals

Maintains maintenance of vehicle and/or equipment

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years related experience; Graduation from a high school or equivalent; Vocational or other technical school, certification, training or apprenticeship required beyond high school; Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of inventory control processes and systems

Ability to read and explain applicable laws and regulations

Ability to give work assignments and to supervise the work of others

Good organizational skills

Ability to understand oral and written directions

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 find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Create

MASTER ELECTRICIAN II

GRADE: 10

GENERAL DESCRIPTION

Performs complex (master-level) work in the maintenance and repair of electrical equipment and circuits. Work involves designing, installing, replacing, and maintaining electrical systems, apparatus, components of machinery, and equipment. Works under general supervision with moderate latitude for the use of initiative and independent judgment. May assign and/or supervise the work of others in conjunction with direction provided from management.

EXAMPLES OF WORK PERFORMED

Installs and repairs electrical systems, apparatus, electrical components of machinery and equipment, HVAC units, boilers, switchboards, motors, motor controls, magnetic starters, pushbutton assemblies, and primary/secondary circuit protection systems.

Maintains records and prepares reports on repairs and service to equipment.

Inspects and tests electrical equipment, lighting, and power circuits.

Troubleshoots, isolates defects, and initiates repair strategies in power panels, wiring, circuit breakers, fuses, switches, sockets, elements, devices, power panels, and other elements of electrical systems to ensure compliance with local and state electrical codes.

Interprets blueprints, sketches, and schematic drawings of electrical circuits.

Identifies all electrical terms and symbols.

Plans and oversees the installation of electrical systems in major commercial renovation projects.

Plans and oversees the long-term maintenance of electrical systems in large and small commercial buildings.

Calculates electrical loads, wire sizes/lengths, conduit size, circuit breaker and power panel requirements necessary to upgrade electrical systems to meet electrical load and local/state code requirements in both newer/older buildings and equipment systems.

Mounts motors, transformers, and lighting fixtures into position and completes circuits according to diagram specifications.

Repairs magnetic starters and remote start-stop stations; operates and maintains high- and low-voltage switches; and installs rigid, thin wall, and flexible conduit.

Wires circuits and cleans/tightens low voltage switch gears.

Performs related work as assigned.

The above statements describe the general nature and level of work being performed by individuals assigned to this classification. This is not intended to be an exhaustive list of all responsibilities and duties required of personnel so classified.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

At least six (6) years of experience in electrical work to include major commercial/industrial experience in a manufacturing environment or preventative maintenance/repairs in a building facilities environment. Graduation from a high school or equivalent, supplemented by vocational or specialty training in an electrical trade is required, as evidenced by a valid diploma or certificate of completion. Must hold a valid Master Electrician's License and maintain such licensing requirements throughout employment.

Knowledge, Skills, and Abilities

Knowledge of general principles and theory of electricity and safety regulations.

Skilled in the use of tools to include, but not limited to, drills, saws, bonding equipment, thread maker, die maker, etc.

Ability to maintain proper ventilation and heating levels, to make maintenance or electrical repairs, to diagnose malfunctioning units, to maintain records, and to supervise the work of others.

Ability to safely and effectively drive a vehicle with a trailer attached. Good working knowledge of common defensive driving techniques.

Good working knowledge of common safety practices related to proper lifting, slip/trip/fall, eye/ear/face, hand/feet, lock-out/tag-out accident prevention and safety procedures.

Ability to work well with others in a co-operative, performance-based work environment.

Good written and verbal communication skills in both English and Spanish.

Ability to add/subtract, multiply/divide, and calculate percentages/ratios.

PHYSICAL DEMANDS:

The physical demands described herein 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 find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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: 20336

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 16, 2010

Summary of request/proposal:
Facilities Management Dept. is requesting approval to delete one (1) regular full-time Foreman position, slot no. 0105, grade level 09; and create one (1) regular full-time Master Electrician II position, slot 0107, grade level 10.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	FOREMAN	0105	113	9	1	34,360.00	0.00	(34,360.00)
1100	MASTER ELECTRICIAN II	0107	113	10	1	0.00	37,109.00	37,109.00
					TOTAL:	34,360.00	37,109.00	2,749.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0- 1100-419-40-220-001-0- 113	FACILITIES MANAGEMENT -	REG F/T EMPLOYEES	$2,201.31
0- 1100-419-40-220-001-0- 211	FACILITIES MANAGEMENT -	HEALTH INSURANCE	$0.00
0- 1100-419-40-220-001-0- 212	FACILITIES MANAGEMENT -	LIFE INSURANCE	$0.00
0- 1100-419-40-220-001-0- 220	FACILITIES MANAGEMENT -	FICA	$168.40
0- 1100-419-40-220-001-0- 230	FACILITIES MANAGEMENT -	RETIREMENT	$209.56
0- 1100-419-40-220-001-0- 250	FACILITIES MANAGEMENT -	UNEMPLOYMENT COMP	$11.01
0- 1100-419-40-220-001-0- 260	FACILITIES MANAGEMENT -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$2,590.28

2011 Budgetary Impact: $3,247.19

Possible Funding Sources: **Within Dept.'s Operating Budget**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-20360 **11.D.**

Appointment of Pct 1 Representative to various boards

CC REGULAR

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to appoint member to the following boards:

1. Hidalgo County Finance Corporation
2. Hidalgo/Willacy Housing Finance Corporation
3. Hidalgo County Urban County Advisory Board
4. Lower Rio Grande Valley Development Council
5. Texas Association of Regional Council

BACKGROUND

Commissioner Handy was serving on these boards.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/12/2010 02:03 PM	APRV
2	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 03/12/2010 01:48 PM

Final Approval Date: 03/12/2010

AI-20312 **11.E.**

Approval to Apply for Texas Comptroller Leadership Circle Recognition for Local Government Transparency

CC REGULAR

Date:	03/16/2010
Submitted By:	Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Presentation on Financial Transparency Initiative.
2. Approval to apply for Texas Comptroller Leadership Circle designation.
3. Authorization for County Judge to sign the completed application and submit to Texas Comptroller of Public Accounts, Local Government Assistance & Economic Development Division for consideration of Leadership Circle designation.

BACKGROUND

The Comptroller of Public Accounts is recognizing local governments across Texas that are striving to meet a high standard for financial transparency online.

Fiscal Impact

Attachments

Link: HC Leadership Circle Scoresheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:50 AM	APRV
2	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Karina Cardoza — Started On: 03/10/2010 03:16 PM

Final Approval Date: 03/12/2010

Texas Comptroller Leadership Circle

Score Introduction

Reporting the good news about local government transparency.

The Comptroller of Public Accounts is pleased to roll out the Texas Comptroller Leadership Circle program to recognize local governments across Texas that are striving to meet a high standard for financial transparency online. We are spotlighting local governments that are opening their books to the public; providing clear, consistent pictures of spending; and sharing information in a user-friendly format that lets taxpayers easily drill down for more information.

We are spotlighting local governments that are opening their books to the public; providing clear, consistent pictures of spending; and sharing information in a user-friendly format.

We have developed a free, self-scoring process that will be verified by our Local Government Assistance Division. The "Gold" designation highlights those entities that are setting the bar in their transparency efforts, "Silver" encourages those who are making progress, while "Bronze" inspires those who are just beginning their transparency efforts.

Financial transparency is an ongoing goal for any government entity. Receiving a "Bronze" or "Silver" designation paves the way for achieving greater transparency and attaining a "Gold" designation in the future.

We will award Leadership Circle designees with a certificate reflecting your Circle Award level: Gold, Silver or Bronze. We'll spotlight you on our Texas Transparency Check-Up Web site at www.window.state.tx.us/comptrol/checkup/.

We'll also send you a digital "Texas Comptroller Leadership Circle" seal reflecting your Award level that you can post on your Web site. Once awarded, the Leadership Circle designations last for one year from the date our office approves them. Entities will need to resubmit their score sheets annually to requalify for Leadership Circle designation.

Texas Comptroller Leadership Circle

Instructions

Instructions for Scoring Leadership Circle Award Level

1. **Section A**: place a check next to each financial document that is posted on the entity's Web site.

2. **Section B**: place a check next to each financial transparency feature offered on the entity's Web site.

3. **Section C:** tally the number of points for **Section A** and **Section B**.

4. Compare point totals to the Leadership Circle Award Levels. At a minimum, Gold requires 3 points for **Section A** and 8 points for **Section B**. Silver requires 2 points for **Section A** and 7 points for **Section B**. Bronze requires 2 points for **Section A** and 5 points for **Section B.**

5. At the top of the **Contact** page, enter the name of the entity being scored, the primary point of contact and the entity's Web site, phone, e-mail and mailing address.

Texas Comptroller Leadership Circle

Section A

Financial Documents Available Online

You can earn one point for each one of the following documents you have posted online:

☑ **Budget** *(1 point)*

☑ **Financial Report** *(1 point)*

☑ **Check Register** *(1 point)*

3

Total Points *(Max 3 points)*

Definitions for Section A

Budget: A budget serves as the financial plan for the city, county or governing body. It shows proposed spending and revenue, typically for a one-year period, in broad categories by office/department and by account type, such as salary, transportation or supplies. A more detailed budget may show data by month.

Financial Report: A financial report demonstrates how well the city, county or governing body managed within the proposed budget and plan. It includes a comparison of budgeted to actual expenses and revenues, typically for a one-year period, shown in the same broad categories and account types as the budget. Monthly financial or treasurer's reports are typically shown in summary only.

Check Register: A check register is a listing of line-item expenses showing the date, amount, to whom the payment was made, account type and purchase order number where applicable. Some check registers are searchable by vendor name and/or account type.

Texas Comptroller
Leadership Circle

Section B

Financial Transparency Features

You can earn one point for having each of the following features on your entity's Web site:

- ☑ Budget posted is for the current fiscal year *(1 point)*
- ☑ Financial report posted is for the most current year *(1 point)*
- ☑ Check register posted is for the current fiscal year *(1 point)*

Does your Web site have the following features?

- ☑ Date, Payee and Amount on check register? *(1 point)*
- ☑ Check register in a searchable format *(1 point)*
- ☑ Navigation tab or graphic guides readers to page with all financial documents: budget, financial report and check register *(2 points)*
- ☑ Easy to access documents – (can access in three clicks or less from the home page) *(1 point)*
- ☑ Creative use of charts or visual images to make data more understandable *(1 point)*
- ☑ Instructions on how to submit a public information request *(1 point)*
- ☑ Local government contact information available on home page *(1 point)*
- ☑ Names and contact information for current local elected officials *(1 point)*

12

Financial Transparency Feature Total Points *(Max 12 points)*

Texas Comptroller Leadership Circle

Section C

Total Leadership Circle Tally Points

	3
Total points for Section A	*(Max 3 points)*
	12
Total points for Section B	*(Max 12 points)*
	15
Total Section A and B combined points	*(Max 15 points)*

Leadership Circle Award Levels

= 3 points for Section A, at least 8 points for Section B

= 2 points for Section A, at least 7 points for Section B

= 2 points for Section A, at least 5 points for Section B

Texas Comptroller
Leadership Circle

Contact

The County of Hidalgo, Texas

Name of entity

www.co.hidalgo.tx.us

Web site address

Karina Cardoza

Primary point of contact for entity

956-292-7608

Phone

karina.cardoza@co.hidalgo.tx.us

E-mail

2818 S. Business Hwy 281, Edinburg, Texas 78539

Mailing address

Signature of authorized signer for entity: *(Judge for county, mayor or their designee for city, superintendent for independent school district, general manager for river authority).*

Texas Comptroller Leadership Circle

Submission

Leadership Form Submission Options

Choose an option for submitting your Leadership Circle Score Sheet.*

Mail: Fill in the PDF form electronically, print it, then send to

Texas Comptroller of Public Accounts

Attn: Robert Wood, Director

Local Government Assistance & Economic Development Division

P.O. Box 13528

Austin, TX 78711-3528

Fax: Fill in the PDF form electronically, print it, then send by fax at (512) 475-0664.

Mark your cover sheet, Attn: Robert Wood, Director, Local Government Assistance & Economic Development Division

E-mail: If you are using Adobe Professional, you can fill in the PDF form electronically, save, and then send it to Robert.Wood@cpa.state.tx.us.

If you have questions, please contact the Local Government Assistance Division at **(800) 531-5441, ext. 3-4679.**

*Note: Please keep a hard copy for your records. The filled-in PDF cannot be saved electronically unless you are using Adobe Professional.



Texas Comptroller Leadership Circle

Texas Comptroller of Public Accounts
Local Government Assistance &
Economic Development Division
P.O. Box 13528
Austin, TX 78711-3528

www.window.state.tx.us/comptrol/checkup
(800) 531-5441, ext. 3-4679

Publication Number 96-1402

AI-20265 **11.F.**

Tax Abatement Guidelines and Criteria

CC REGULAR

Date:	03/16/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval to renew Guidelines and Criteria for Granting Tax Abatements in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/05/2010 03:18 PM	APRV
2	Auditor's Office		03/12/2010 05:29 PM	NEW
Form Started By: Erika Reyna			Started On: 03/05/2010 02:40 PM	
Final Approval Date: 03/12/2010				

AI-20239 **11.G.**

Tropical Texas - Local Contribution pmt for 2010

CC REGULAR

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of payment to Tropical Texas Behavioral Health Center MHMR for the fiscal year 2010 local contribution in the amount of $576,495.00 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Acct. #0-1100-444-00-115-031-0-841

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-444-00-115-031-0-841

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

BUDGETARY IMPACT:

Funds available as of 3/5/10 $702,338.00.

Attachments

Link: bill

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 11:22 AM	APRV
2	Erika Zamora	Erika Zamora	03/05/2010 04:12 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 03/04/2010 10:37 AM

Final Approval Date: 03/12/2010

TROPICAL
TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR

2010 FEB 16 PM 4 13

February 10, 2010

Honorable Ray Eufracio, CPA
County Auditor
County of Hidalgo
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

RE: Invoices for Local Contribution for Fiscal Year 2010

Dear Mr. Eufracio:

Enclosed are the invoices from Tropical Texas Behavioral Health for Hidalgo County's local contribution. The contribution is the prorated portion of the state required local match pursuant to the V.T.C.A Health & Safety§ Code, §534.066.

Your prompt remittance of payment will be greatly appreciated. Please give me a call at 289-7015 if you have any questions.

Sincerely,

Beatriz Trejo
Chief Financial Officer

Enc: Invoices

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON 2/17/10 BY:

TROPICAL
TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2010 FEB 16 PM 4 13

DATE: FEBRUARY 10, 2010

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 10 County Allocation of Required Local Match

DESCRIPTION	AMOUNT
FY 10 County Allocation of Required Local Match DSHS Contract #2010-03313.001 Texas Department of Aging and Disability Services Contract: 2010	$576,495.00
0-1100-444-00115-031-0-841	
TOTAL	$576,495.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Chris Cummings, 956.289.7013

Thank you for your business!

Providing 40 Years of Quality Service to the Rio Grande Valley
An Equal Opportunity/ Affirmative Action Employer

Sec. 534.066. LOCAL MATCH REQUIREMENT. (a) The department shall include in a contract with a local mental health or mental retardation authority a requirement that some or all of the state funds the authority receives be matched by local support in an amount or proportion jointly agreed to by the department and the authority's board of trustees and based on the authority's financial capability and its overall commitment to other mental health or mental retardation programs, as appropriate.

(b) The department shall establish, for community services divisions of department facilities that provide community-based services required under this subchapter, a local match requirement that is consistent with the requirements applied to other local mental health or mental retardation authorities.

(c) Patient fee income, third-party insurance income, services and facilities contributed by the local mental health or mental retardation authority, contributions by a county or municipality, and other locally generated contributions, including local tax funds, may be counted when calculating the local support for a local mental health or mental retardation authority. The department may disallow or reduce the value of services claimed as support.

Added by Acts 1991, 72nd Leg., ch. 76, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1993, 73rd Leg., ch. 107, Sec. 6.38, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 821, Sec. 16, eff. Sept. 1, 1995.

Monica Badillo

From: Chris Cummings [Fcumming@ttbh.org]
Sent: Friday, February 26, 2010 10:30 AM
To: Monica Badillo
Cc: Beatriz Trejo; Paul Guzik
Subject: County Match Increase

Monica,

The increase in the Local Match is due to additional funds added to our contract this year. These new funds require local match. Our funding sources requiring local match are the Department of State Health Services (DSHS) - Mental Health and Department of Aging and Disabilities (DADS) - Mental Retardation.

If you have further questions, please call or e-mail me.

Chris Cummings
Accountant
TTBH

AI-20236 **11.H.**

Recognition of County Auditor

CC REGULAR

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Linda Fong
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Recognition of Raymundo Eufracio, County Auditor for receiving the Certificate of Achievement for Excellence in Financial Reporting for year ending December 31, 2008

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 11:14 AM	APRV
2	Erika Zamora	Erika Zamora	03/05/2010 12:55 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Monica Badillo — Started On: 03/04/2010 10:15 AM

Final Approval Date: 03/12/2010

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

February 17, 2010

Raymundo Eufracio, CPA
County Auditor
County of Hidalgo
2808 S. Business Highway 281
Edinburg TX 78539-6243

Dear Mr. Eufracio:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended December 31, 2008, qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Each entity submitting a report to the Certificate of Achievement review process is provided with a "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements in its financial reporting techniques. Your list has been enclosed. You are strongly encouraged to implement the recommended improvements into the next report and submit it to the program. If it is unclear what must be done to implement a comment or if there appears to be a discrepancy between the comment and the information in the CAFR, please contact the Technical Services Center (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

Certificate of Achievement program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. Your written responses should provide detail about how you choose to address each item that is contained within this report. These responses will be provided to those Special Review Committee members participating in the review.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. As the designated individual we have enclosed your AFRA.

Your Certificate of Achievement plaque will be shipped to you under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. We suggest that you provide copies of it to local newspapers, radio stations and television stations. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org .

A current holder of a Certificate of Achievement may include a reproduction of the award in its immediately subsequent CAFR. A camera ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year. To continue to participate in the Certificate of Achievement Program it will be necessary for you to submit your next CAFR to our review process.

In order to expedite your submission we have enclosed a Certificate of Achievement Program application form to facilitate a timely submission of your next report. This form should be completed and sent (postmarked) with three copies of your report, three copies of your application, three copies of your written responses to the program's comments and suggestions for improvement from the prior year, and any other pertinent material with the appropriate fee by June 30, 2010.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact Delores Smith (dsmith@gfoa.org or (312) 578-5454).

Sincerely,
Government Finance Officers Association



Stephen J. Gauthier, Director
Technical Services Center

SJG/ds

Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

02/17/2010

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **County of Hidalgo** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Raymundo Eufracio, CPA, County Auditor

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

AI-20287 **12.A.**

TBSC Operation Linebacker Grant

CC REGULAR

Date:	03/16/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the Texas Border Sheriff's Coalition (TBSC) Operation Linebacker grant.

2. Approval of Budget Appropriation for the Texas Border Sheriff's Coalition (TBSC) Operation Linebacker grant in the amount of $267,628.00.

BACKGROUND

Grant award was accepted by Commissioners' Court on 12/22/09 (Agenda Item No. 13.B. AI-19067).

The grant is a congressionally mandated grant awarded by the U.S. Department of Justice, Office of Justice Programs and is to be administered by the Texas Border Sheriff's Coalition.

Sub Grant Number 2009-D1-BX-0141 (Hidalgo). The grant period is July 01, 2009 to September 30, 2010.

No local cash match is required. Grant budget includes overtime, fringe benefits (excluding life insurance) and purchase of vehicles.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-038-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $267,628.00 for the TBSC Operation Linebacker Grant contract. Grant period is from 7-1-09 to 9-30-10.

Revenue account# 0-1284-331-12-280-038-1-000 Texas Border Sheriff's Coalition Revenues

Expenses relating to Life Insurance expenses are to be charged to the Sheriff's Office Budget (Account Number 0-1100-421-00-280-001-0).

Attachments

Link: Certification of Revenues

Link: budget TBSC

Form Routing/Status

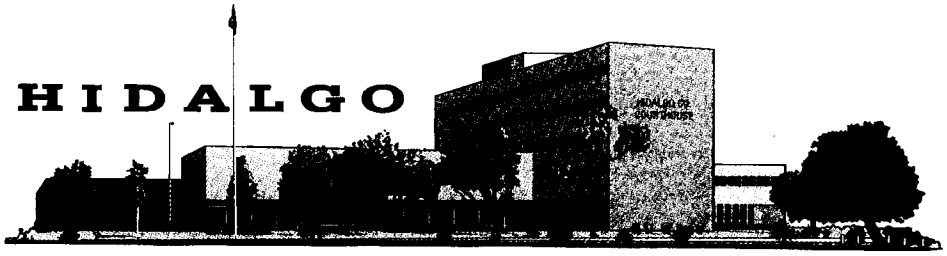
Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/11/2010 08:29 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 08:48 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 01:45 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	03/12/2010 03:17 PM	APRV
5	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Emilia Uriegas

Started On: 03/09/2010 01:47 PM

Final Approval Date: 03/12/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

December 28, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Texas Border Sheriff's Coalition (TBSC). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT	
$267,628.00	2009-D1-BX-0141	Operation Linebacker

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

12-29-09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: March 9, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: TBSC Operation Linebacker

ACCOUNT NUMBER: 0-1284-421-00-280-038-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-038-1-131	Overtime	135,009.60
0-1284-421-00-280-038-1-211	Health Insurance	2,538.18
0-1284-421-00-280-038-1-220	FICA	10,328.23
0-1284-421-00-280-038-1-230	Retirement	12,852.91
0-1284-421-00-280-038-1-250	Unemployment Compensation	3,402.08
0-1284-421-00-280-038-1-741	Vehicles	103,497.00
	TOTAL APPROPRIATIONS	267,628.00
0-1284-331-12-280-038-1-000	Texas Border Sheriff's Coalition	267,628.00
	TOTAL REVENUES	267,628.00

REASON: **To appropriate budget for the Texas Border Sheriff's Coalition Operation Linebacker Grant.**

Sub Grant Number: 2009-D1-BX-0141 (Hidalgo) Grant Period: 07/01/09 to 09/30/10

Note: Expenses relating to Life Insurance expenses are to be charged to the Sheriff's Office Budget (Account No. 0-1100-421-00-280-001-0).

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20323 **12.B.**

Fiscal Year 2011 Appropriations

CC REGULAR

Date:	03/16/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval to seek appropriation funding through the consulting firm of Hollis Rutledge and Associates in the FY 2011 federal budget.

BACKGROUND

Fiscal Impact

Attachments

Link: funding

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/11/2010 08:29 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 08:52 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 10:27 AM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW
Form Started By: Emilia Uriegas			Started On: 03/10/2010 04:28 PM	
Final Approval Date: 03/12/2010				

U.S. SENATOR JOHN CORNYN
STATE of TEXAS

Fiscal Year 2011 Appropriations Request Form

- Please fill out this form thoroughly and completely.
- If you are requesting funding for multiple projects, please complete and submit a separate form.
- Please e-mail completed form and all supporting documentation to the appropriate staff contact **no later than close of business on Friday March 5, 2010**. Forms may also be faxed to (202) 224-5220.
- Senator Cornyn is committed to instituting greater transparency in the federal budget process and all funding requests from Senator Cornyn to the Appropriations Committee are made available to the public.
- Feel free to provide any supplemental material that would be helpful for the appropriations request process.

1. PROJECT NAME	
Project Name	Hidalgo County Sheriff's Office Substation Proposal
Organization	Hidalgo County Sheriff's Department
Brief Description	To build a Hidalgo County Sheriff's substation in the southwestern portion of the county in an area northwest of Mission, Texas along the South Texas Border to provide protection and safety to rural areas of Hidalgo County currently underserved due to the great distance from the main Sheriff's Station.
Statement of Purpose (one sentence)	To provide protection and safety to rural areas of Hidalgo County currently underserved due to the great distance from the main Sheriff's Station.

2. CONTACT INFORMATION			
Texas or Organization Contact			
Name	Guadalupe Trevino	Title	
Address	711 El Cibolo Road Edinburg, Texas 78541	Telephone Number	956-383-8114 Cell: 956-457-1696
		Facsimile Number	956-393-6179
		Email Address	
Washington, D.C. Contact (if applicable)			
Name		Title	
Address		Telephone Number	
		Facsimile Number	
		Email Address	

3. PROJECT DETAILS AND FUNDING INFORMATION

PROJECT DETAILS

A. Appropriation bill in which you are seeking funds.

B. Federal agency under which this project falls.

C. List the specific appropriation account.

D. Indicate all counties, regions (Southeast, West, Central, etc.) affected by this project or whether it provides a statewide benefit.

Hidalgo County

E. Identify the Congressional District in which the project will be located.

Cuellar - District 28

FUNDING INFORMATION

F. Amount of federal funding requested for this project in Fiscal Year 2011.

$4,265,770

G. Total Project Cost	$4,265,770
H. Federal Share (amount and percent)	$4,265,770 100%
I. Non Federal Share (amount and percent)	$0 0%
J. Included in President's Budget? (amount)	No

K. Provide an estimate of future anticipated funding requests for this project by fiscal year.

A budget is attached.

L. Has this project received prior federal appropriations? If yes, cite fiscal year, amount and Public Law.

No

M. What other sources of federal funding have been/will be explored? How much will each of these funding sources contribute?

Funding sources have been sought without success

N. Are any other institutions or organizations (public or private) providing funding for this project? If so, please list the amounts and overall percentage of each contributor.

None

4. TRANSPORTATION, HOUSING AND WATER DEVELOPMENT PROJECTS

A. Has this project been authorized? If yes, cite the relevant Act.

B. Is this project included in the State's Transportation Improvement Plan or local/regional transportation plan?

C. If this is a transportation request, have you confirmed that you are an eligible recipient under the requested account?

D. If this is a housing (EDI, CDBG) request, please explain how the project will principally benefit low or moderate income individuals and/or communities.

5. PLEASE PROVIDE BELOW OR ATTACH AN OVERVIEW OF THE PROJECT

Please include specific details on the following topics; attach supporting documents if necessary:

A. Itemization of how the requested funds will be used. Please be specific.

Projected Budget		...Timeline
Engineer/ Architect (8% Project Cost)	$ 303,600	..... 12/2011
II. Topographic Survey	$ 15,000	12/2011
III. Geotechnical Survey	$ 12,828	12/2011
IV. Civil Engineer Servic	$ 119,342	12/2011
V. Material Testing	$ 20,000	12/2011
VI. Construction	$3,795,000	12/2012
Total	$4,265,770	

B. Describe how the project benefits the local community/state. Which cities/counties would benefit from funding?

Hidalgo is one of the fastest growing areas within the United States. According to the US Census 2008 Estimates, the County of Hidalgo has grown substantially from 569,463 in 2000 to 742,062 in 2008. Hidalgo County is the 8th largest populated county in Texas serving an area of 1570 square miles. The Sheriff's Department provides protection to all the rural areas of the County of Hidalgo and must travel from their main station in Edinburg across the 1570 square miles to provide protection. This does not allow for sufficient protection for individuals living in rural areas that abut urbanized areas. City police departments provide police protection to areas within city limits if they have the resources available with city funds to hire personnel for 24 hours protection and safety. If the Sheriff's Department has sufficient personnel available they may provide protection to rural cities that do not have 24 hour police protection but the Sheriff's Department primary responsibility is to provide protection to rural areas.

Although the Sheriff's Department is centrally located, located in northern Edinburg, in Hidalgo County for rural areas the travel time from one end of the county line to the other is over 30 minutes according to Google maps. Traveling to areas in Western Hidalgo County such as Sullivan City and Penitas can take anywhere from 36 minutes to 58 minutes with favorable traffic according to Google maps. Obviously the travel time involved delays substantially the response to crimes committed in rural areas. The Sheriff's Department has attempted to utilize creative means to reduce travel time and serve the rural areas such as creating new patrol districts but it has not been sufficient to meet the need. Once criminals are arrested the Sheriff's Deputies must transport the criminals to the central station. Also the deputies must travel to the central Edinburg station at shift changes. Based on travel time it means that the rural areas such as Sullivan City and Penitas are exposed as deputies travel in for one hour and the next shift travels back out to the area.

To resolve this critical issue, the Sheriff's Department has proposed to build a substation in Western Hidalgo County, in Northern Mission to allow for quicker response rates and thus greater protection for the citizens of the County of Hidalgo. It is expected this will reduce crime in the rural area as officers will be located closer to the community and will allow for a Community Oriented Policing Unit. Travel time would be reduced by approximately half to approximately 34 minutes. Deputies required to report to substation center would be able to return back to patrol more quickly. Deputies arresting an individual or transporting a suspect would have a shorter distance to travel and turn-around time would be reduced. Residents requiring services or needing to go by the Sheriff's Office would be closer to their home area. These same residents would be expected to develop a feeling of being more secure in their homes knowing that a Sheriffs Office operational center is close by and that the response time is going to be quicker. In order for residents not to feel so detached from their responding law enforcement agency, the Sheriff is also proposing the creation of a community meeting room in the proposed substation. This would

provide local community leaders, non-profit organizations, and neighborhood groups an area where they could meet and also interact with the local command staff assigned to their area. The substation would also house a Community Oriented Policing Unit. This unit would be able to respond to a troubled community. This would provide increased visibility and a shorter response time without the delay currently being experienced of having to crisscross the county. In addition, the substation would also serve as a receiving station for persons committed to the county jail which would also provide a better service to other law enforcement agencies within the county area, by allowing the local police departments to deliver prisoners to the substation thus also reducing their travel time and allowing their staff to return to their duty stations more quickly

It should be noted that aside from the substantial population growth experienced by the County of Hidalgo, the County is located along the Rio Grande River and the border of Mexico. The Sheriff's Department is the first line of defense for rural along with the Border Patrol against incurrence from outside of the United States. The political unrest currently in Mexico located within miles of American citizens' homes has made this request critical to the citizens of Hidalgo County.

C. What is the national significance of the project and why should taxpayer dollars be used to support the project?

The project is a concern because of the system is part of the protection of the Texas border along the Rio Grande River.

D. To be considered for federal funding, you must include documents or letters of support from state and local entities.

E. Please estimate the number of jobs that would be created as a result of funding, and include the methodology used to attain this number.

U.S. SENATOR JOHN CORNYN
STATE of TEXAS

Fiscal Year 2011 Appropriations Request Form

- Please fill out this form thoroughly and completely.
- If you are requesting funding for multiple projects, please complete and submit a separate form.
- Please e-mail completed form and all supporting documentation to the appropriate staff contact **no later than close of business on Friday March 5, 2010**. Forms may also be faxed to (202) 224-5220.
- Senator Cornyn is committed to instituting greater transparency in the federal budget process and all funding requests from Senator Cornyn to the Appropriations Committee are made available to the public.
- Feel free to provide any supplemental material that would be helpful for the appropriations request process.

1. PROJECT NAME	
Project Name	Hidalgo County Sheriff's Office Radio Communication Proposal
Organization	Hidalgo County Sheriff's Department
Brief Description	The Sheriff's Department provides protection to all the rural areas of the County of Hidalgo. The communication system being used is an antiquated radio communication system – a VHF analog system . It is one of the oldest systems still being utilized by Public Safety Organizations which is analogous to an individual using with an eight (8)-track radio system as opposed to an I-Pod. To update the current system the Hidalgo County Sheriff's Office proposes to implement an 800 MHz, digital P- 25 capable Trunking radio communication system that is scalability to meet the emergency communication needs of the Sheriff's Department, and County Administrative Offices.
Statement of Purpose (one sentence)	To update the current system the Hidalgo County Sheriff's Office proposes to implement an 800 MHz, digital P- 25 capable Trunking radio communication system that is scalability to meet the emergency communication needs of the Sheriff's Department, and County Administrative Offices.

2. CONTACT INFORMATION			
Texas or Organization Contact			
Name	Guadalupe Trevino	Title	
Address	711 El Cibolo Road Edinburg, Texas 78541	Telephone Number	956-383-8114 Cell: 956-457-1696
		Facsimile Number	956-393-6179

		Email Address	
Washington, D.C. Contact (if applicable)			
Name		Title	
Address		Telephone Number	
		Facsimile Number	
		Email Address	

3. PROJECT DETAILS AND FUNDING INFORMATION

PROJECT DETAILS

A. Appropriation bill in which you are seeking funds.

B. Federal agency under which this project falls.

C. List the specific appropriation account.

D. Indicate all counties, regions (Southeast, West, Central, etc.) affected by this project or whether it provides a statewide benefit.

Hidalgo County

E. Identify the Congressional District in which the project will be located.

Cuellar - District 28

FUNDING INFORMATION

F. Amount of federal funding requested for this project in Fiscal Year 2011.

$11,452,092

G. Total Project Cost	$11,452,092
H. Federal Share (amount and percent)	$11,452,092 100%
I. Non Federal Share (amount and percent)	$0 0%
J. Included in President's Budget? (amount)	No

K. Provide an estimate of future anticipated funding requests for this project by fiscal year.

A budget is attached.

L. Has this project received prior federal appropriations? If yes, cite fiscal year, amount and Public Law.

No

M. What other sources of federal funding have been/will be explored? How much will each of these funding sources contribute?

Funding sources have been sought without success

N. Are any other institutions or organizations (public or private) providing funding for this project? If so, please list the amounts and overall percentage of each contributor.

None

4. TRANSPORTATION, HOUSING AND WATER DEVELOPMENT PROJECTS

A. Has this project been authorized? If yes, cite the relevant Act.

B. Is this project included in the State's Transportation Improvement Plan or local/regional transportation plan?

C. If this is a transportation request, have you confirmed that you are an eligible recipient under the requested account?

D. If this is a housing (EDI, CDBG) request, please explain how the project will principally benefit low or moderate income individuals and/or communities.

5. PLEASE PROVIDE BELOW OR ATTACH AN OVERVIEW OF THE PROJECT

Please include specific details on the following topics; attach supporting documents if necessary:

A. Itemization of how the requested funds will be used. Please be specific.

Projected Budget ... . Timeline (Implementation/Purchase) 12/2012

A detailed budget quote is attached.

B. Describe how the project benefits the local community/state. Which cities/counties would benefit from funding?

This request is a matter of national security and the security of residents of Hidalgo County.

Hidalgo is one of the fastest growing areas within the United States. According to the US Census 2008 Estimates, the County of Hidalgo has grown substantially from 569,463 in 2000 to 742,062 in 2008. Hidalgo County is the 8th largest populated county in Texas serving an area of 1570 square miles. The Sheriff's Department provides protection to all the rural areas of the County of Hidalgo. The communication system being used is an antiquated radio communication system – a VHF analog system . It is one of the oldest systems still being utilized by Public Safety Organizations which is analogous to an individual using with an eight (8)-track radio system as opposed to an I-Pod. To update the current system the Hidalgo County Sheriff's Office proposes to implement an 800 MHz, digital P- 25 capable Trunking radio communication system that is scalability to meet the emergency communication needs of the Sheriff's Department, and County Administrative Offices.

CURRENT SYSTEM:

The Sheriff's Office current communication system consists of five (5) single frequency repeaters distributed throughout four different locations in Hidalgo County. The three main channels operate out of two leased towers. The East Sector operates with one repeater out of a tower located in the Elsa area. The West Sector primary repeater and the information repeater used by constables and other units requiring information are located at the main tower located on Monte Cristo Rd and Rooth Rd in Edinburg. The other two sites are a water tower in the City of La Joya where a back-up repeater is set up for the West Sector, and at the Sheriff's Office located at EI Cibolo Road where the jail's repeater is located. During 2005 the Sheriff's Office was able to acquire five (5) new repeaters from a 2004 Homeland Security Grant. Although the repeaters are new and were desperately needed, they still operate in conventional mode utilizing old VHF radio frequencies and analog technology. With the Conventional mode the repeater at the tower site opens up when a mobile or portable radio is keyed, and the message is transmitted. During this initial transmission, all other mobiles and portables cannot transmit, since any other transmissions will create interference with the on-going transmission resulting in both transmissions failing. Thus Deputies on either west or east sectors can only transmit one at a time in their respective sectors.

PROBLEM AND MAJOR CONCERNS:

The greatest concern with the present communication system is officer safety and the officer's capacity to communicate and respond to citizen needs in an emergency situation. Currently there are several areas in the County that have communication reception holes where radio communication drops. Communication capacity is compromised in various situations in particular when a deputy must leave the patrol unit, and depend on the portable radio. Most portables operate with a low wattage of approximately 3 to 5 watts, which many times are not sufficient to trigger

emergency or in a hostile situation with no communication and means of accessing back up. Deputies have advised us that this is a common occurrence. The lack of communication can be complicated by inclimate weather or when the officer must enter a building to deal with domestic situation, to inspect a building, or to pursue a suspect. Once a deputy enters a building the radio, receptional transmission is often blocked/interfered by building materials such as wiring, and metal piping or other tall buildings in the direction of the tower site. Since the current conventional analog system depends on only one line of sight between the repeater on the tower and the portable radio for its transmission, any large building or other obstruction can effectively block that transmission.

Security of emergency communications is also a major concern as the current system is not secure and can and is monitored by outside organizations including media and criminal elements which complicate emergency and possibly dangerous situations. Another major concern in particular at the time is the ability of Mexican VHF to interfere with Sheriff's Department communications. Unlike the United States which has Federal Communications Commission (FCC) monitoring an control of radio interference complaints, Mexico has no such controls with the VHF bands. It is not uncommon to have a Mexico VHF radio station break into a Law Enforcement transmission and start conversing. The transmission by the Mexican operator effectively blocks our radio transmission. The Sheriff's Office and other agencies that experience this interference must therefore wait until their traffic is finished in order to conduct our business. Since the United States and Mexico do not have a treaty in place regarding VHF radio band assignment and interference complaints, there is no enforcement that can be conducted. In an emergency situation having a Mexican station break into an agency's communication can create havoc.

In Hidalgo County, three of the larger cities McAllen, Mission, and Edinburg have already made the transition to the 800M Hz band. The City of Pharr is also transitioning to a 800MHz system. With four of the larger cities in Hidalgo County making the transition to this radio band it is only logical that the County of Hidalgo, the single largest entity, follow suit.

The Sheriff's Office, therefore, is proposing the acquisition of a completely new communications system for its communication operations. The System should be P-25 Capable, digital, and an 800 MHz band Trunked network. It should be a system that can accommodate all of the Sheriff's Office current needs, and should allow for expanded future growth.

C. What is the national significance of the project and why should taxpayer dollars be used to support the project?
The project is a concern because of the system is part of the protection of the Texas border along the Rio Grande River.
D. To be considered for federal funding, you must include documents or letters of support from state and local entities.
E. Please estimate the number of jobs that would be created as a result of funding, and include the methodology used to attain this number.

AI-20276 **13.B.**

Health Division - FY 2010 OGHA-USMBHC Grant Contract

CC REGULAR

Date:	03/16/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached OGHA-USMBHC Grant Contract # 2010-034776, Attachment # 001, in the amount of $25,000.00 for the period 3/1/2010 to 8/31/2010.

2. Approval of Certification of Revenues as certified by the County auditor for the OGHA-USMBHC Grant Contract.

3. Request approval of the attached OGHA-USMBHC Contract Budget for the period 3/1/2010 to 8/31/2010 (Acct # 0-1293-441-00-340-043-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-043-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $25,000 for the OGHA-USMBHC Grant Contract for FY 2010. Grant period is from 3/1/10 to 8/31/10.

Revenue account# 0-1293-331-12-340-043-0-000 OGHA-USMBHC Revenues

Attachments

Link: Contract

Link: Certification of Revenues

Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2010 03:55 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/12/2010 10:55 AM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Dan Beltran Started On: 03/08/2010 02:31 PM

Final Approval Date: 03/12/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-034776 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $25,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 03/01/2010 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-034776-001 OFFICE OF BORDER HEALTH

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s). N/A
   e. Contractor's response(s) to the Solicitation Document(s). N/A
   f. Exhibits. N/A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER
2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

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

CONTRACT NO. 2010-034776
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000360433

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: OFFICE OF BORDER HEALTH

TERM: 03/01/2010 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Health and Human Services (HHS), Office of Global Health Affairs (OGHA) Cooperative Agreement for United States-Mexico Border Health Commission (USMBHC) Border Health Improvement Initiative (Funding Opportunity GHSGH080012-02). Contractor shall assist Department of State Health Services (DSHS) in the planning, coordination, and execution of local and regional activities or events for the USMBHC's celebration of National Infant Immunization Week/Vaccination Week in the Americas (NIIW/VWA).

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the Health and Human Services (HHS), Office of Global Health Affairs (OGHA) cooperative agreement for Border Health Improvement Initiative (Funding Opportunity GHSGH080012-02).

SECTION II. PERFORMANCE MEASURES:

Contractor shall accomplish the goal of planning, coordinating, and executing NIIW/VWA activities by sponsoring a NIIW/VWA training. The training shall accomplish the following goals:

- Educate and train on the importance of the Texas Vaccines for Children program;
- Educate on vaccine preventable diseases;
- Discuss the importance of ImmTrac (Texas Immunization Registry) and proper record keeping;
- Educate on the importance of keeping children/adolescents up to date with their immunizations; and,
- Provide immunization updates.

Contractor shall also accomplish the following activities:

- Participate in all NIIW/VWA conference calls or meetings set forth by DSHS Office of Border Health (OBH) or USMBHC;
- Provide regular updates of information for posting on the USMBHC website, that includes completion of required matrices of planned activities;
- Track changes and finalization of proposed activities; and,
- Submit a training report detailing all activities/events conducted along with an evaluation of

the quantity and quality of the activities/events developed and sponsored.

All activities listed above must be completed by August 31, 2010.

SECTION III. SOLICITATION DOCUMENT : Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.018*

SECTION VIII. SPECIAL PROVISIONS: N/A

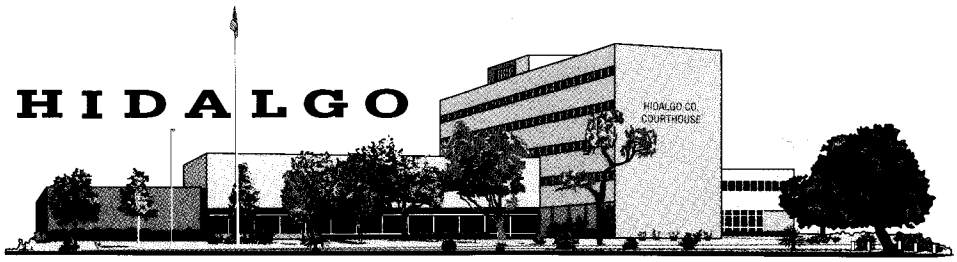
2010-034776-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$12,000.00
CONTRACTUAL	$4,330.00
OTHER	$8,670.00
TOTAL DIRECT CHARGES	$25,000.00
INDIRECT CHARGES	$0.00
TOTAL	$25,000.00
DSHS SHARE	$25,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $25,000.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 9, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$25,000.00	2010-034776-001 Office of Border Health

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/10/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: March 8, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-043-0 OGHA-USMBHC Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-043-0-320	Professional	$ 2,500.00
0-1293-441-00-340-043-0-339	Other Professional Services	$ 1,830.00
0-1293-441-00-340-043-0-441	Rental of Land & Buildings	$ 5,000.00
0-1293-441-00-340-043-0-550	Printing & Binding	$ 3,670.00
0-1293-441-00-340-043-0-601	Office and Computer Supplies	$ 2,500.00
0-1293-441-00-340-043-0-603	Educational/Instructional Supplies	$ 9,500.00
	TOTAL BUDGET	$ 25,000.00

INCREASE REQUEST $

Revenue Account # 0-1293-331-12-340-043-0-000 $ 25,000.00

REASON: Implement OGHA-USMBHC Contract Budget for the period 3/1/2010 - 8/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-20351 **13.C.**

Health Division - FY 2010 OGHA-BII Grant Contract

CC REGULAR

Date:	03/16/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached FY 2010 OGHA-BII Contract # 2010-034777, Attachment # 001, in the amount of $125,000.00 for the period 3/1/2010 to 8/31/2010.

2. Approval of Certification of Revenues as certified by the County Auditor for the FY 2010 OGHA-BII Contract.

3. Request approval of the attached FY 2010 OGHA-BII Contract Budget for the period 3/1/2010 to 8/31/2010 (Account # 0-1293-441-00-340-044-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-044-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $125,000 for the OGHA-BII Grant Contract for FY 2010. Grant period is from 3/1/10 to 8/31/10.

Revenue account# 0-1293-331-12-340-044-0-000 OGHA-BII Revenues

Attachments

Link: Contract

Link: Certification of Revenues

Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	03/12/2010 01:55 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/12/2010 02:12 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Dan Beltran — Started On: 03/12/2010 08:34 AM

Final Approval Date: 03/12/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-034777 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $125,000.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 03/01/2010 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-034777-001 OFFICE OF BORDER HEALTH

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s). N/A
   e. Contractor's response(s) to the Solicitation Document(s). N/A
   f. Exhibits attached.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER
2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176037

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

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

CONTRACT NO. 2010-034777
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000360507

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: OFFICE OF BORDER HEALTH

TERM: 03/01/2010 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Health and Human Services (HHS), Office of Global Health Affairs (OGHA) Cooperative Agreement for Border Influenza Initiative (Funding Opportunity GH-GHS-09-005). Contractor shall assist Department of State Health Services (DSHS) in the development of capacity to prepare, monitor, and respond to an influenza pandemic and the H1N1 influenza outbreak in the U.S.-Mexico border region through implementation of a Community Awareness Outreach Campaign.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the Health and Human Services (HHS), Office of Global Health Affairs (OGHA) cooperative agreement for Border Influenza Initiative (Funding Opportunity GH-GHS-09-005).

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

- Hidalgo County Work Plan, attached as Exhibit A.

SECTION II. PERFORMANCE MEASURES:

Contractor shall accomplish the following goals:

- Increase the capacity of border local health departments to prepare, monitor and respond to the 2009 H1N1 influenza outbreak.
- Increase the capacity of border public health entities and partners serving rural areas of the State's border region to prepare, monitor and respond to the 2009 H1N1 influenza outbreak.
- Enhanced collaboration and sharing of public health information and strengthening of existing or new border information exchange networks.

Contractor shall accomplish the goals listed above through completing objectives and activities as outlined in the attached Exhibit A, Hidalgo County Work Plan.

All activities in the Exhibit A, Hidalgo County Work Plan must be completed by August 31, 2010.

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS's sole discretion.

SECTION V. PAYMENT METHOD: Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.018*

SECTION VIII. SPECIAL PROVISIONS:

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

> Contractor shall submit quarterly progress reports to DSHS no later than thirty (30) days after the end of each quarter. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, it shall immediately notify DSHS.

General Provisions, **Terms and Conditions of Payment** Article, are revised to include:

> DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation Section,** is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article, **Equipment and Controlled Assets Purchases** Section, is amended to allow the purchase of equipment at any time during the entire term of this Program Attachment.

2010-034777-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$7,790.00
EQUIPMENT	$0.00
SUPPLIES	$21,891.00
CONTRACTUAL	$38,319.00
OTHER	$57,000.00
TOTAL DIRECT CHARGES	$125,000.00
INDIRECT CHARGES	$0.00
TOTAL	$125,000.00
DSHS SHARE	$125,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $125,000.00

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

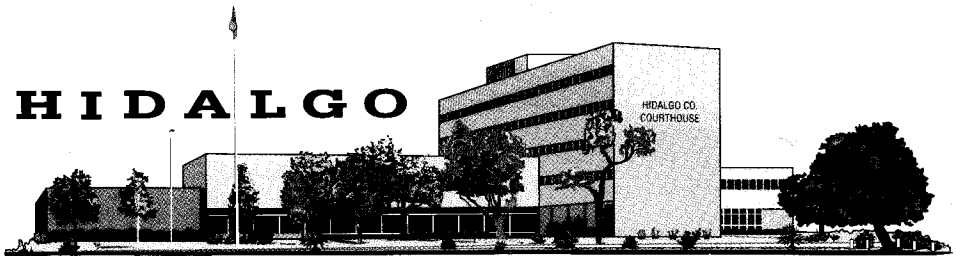
Signature _____ Date _____

Print Name of Authorized Individual

2010-034777
Application or Contract Number

HIDALGO COUNTY
Organization Name

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

March 12, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$125,000.00	2010-034777-001 Office of Border Health

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/12/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: March 11, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-044-0 FY 2010 OGHA-BII Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-044-0-320	Professional	$ 10,000.00
0-1293-441-00-340-044-0-339	Other Professional Services	$ 3,000.00
0-1293-441-00-340-044-0-441	Rental of Land and Buildings	$ 14,000.00
0-1293-441-00-340-044-0-540	Advertising	$ 35,319.00
0-1293-441-00-340-044-0-550	Printing and Binding	$ 46,467.00
0-1293-441-00-340-044-0-581	Travel In County	$ 1,100.00
0-1293-441-00-340-044-0-585	Non-Employee Travel	$ 6,690.00
0-1293-441-00-340-044-0-601	Office and Computer Supplies	$ 2,650.00
0-1293-441-00-340-044-0-603	Educational/Instructional Supplies	$ 5,774.00
	TOTAL BUDGET	$ 125,000.00

INCREASE REQUEST $

Revenue Account # 0-1293-331-12-340-044-0-000 $ 125,000.00

REASON: Implement FY2010 OGHA-BII Contract Budget for the period 3/1/2010 - 8/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-20305 **13.D.**

Health Division - Weslaco Office OSSF Change Fund

CC REGULAR

Date:	03/16/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to replenish the OSSF Change Fund for the Weslaco Office in the amount of $20.00.

2. Request approval to direct Ms. Norma Garcia, Hidalgo County Treasurer, to generate a check in the amount of $20.00 payable to Hidalgo County Health & Human Services Department in order to adhere to the above action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1100-152-03-000-XXX-0-000

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

BUDGETARY IMPACT:

Approval to replenish the Change Fund.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 01:16 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/11/2010 04:10 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Dan Beltran — Started On: 03/10/2010 10:26 AM

Final Approval Date: 03/12/2010

AI-20285 **14.A.**

Library equipment purchase - City of Mercedes

CC REGULAR

Date:	03/16/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Public Services (General) Equipment for the public library through Hidalgo County's membership and participation with Buy Board, approved vendor Gaylord Bros., Inc. (contract #328-09) in the amount of $3,632.75 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes for the Public Library. City of Mercedes UCP Year 22 (2009) Public Services (General) funds will be utilized.

BACKGROUND

The library equipment (bookcases) will be purchased to be placed at the public library reference area. Gaylord Bros., Inc is an approved vendor through the Buy Board, Contract #328-09. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Gaylord Bros., Inc.
Purchase Amount:	$3,632.75
Funds Available:	$4,477.00 Year 22 (2009) Mercedes Public Services (General) funds.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding for the purchase of library equipment will utilize Urban County Year 22 (2009) City of Mercedes Public Services (General) funds.

Attachments

Link: library equip

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 08:38 AM	APRV
2	Perla Lopez	Perla Lopez	03/10/2010 02:41 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Estella Webber Started On: 03/09/2010 01:36 PM

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** Dana Knapp

PURCHASE #1 **Name:** Gaylord Bros. Inc. **Contract No. :** 328-09 **Phone:** 315-634-8302 / 800-469-1592 x 8302

Quantity	Description of Items	Price per Unit	Total Amount
2	Bookcase Glass Doors 6 Adjustable & 2 Fixed Shelves 66 ½ Hx49Wx15"D	1,611.43	3,222.86
1	Power Tailgate Delivery	.01	.01
1	Inside Delivery	.01	.01
1	Shipping/Freight	409.87	409.87
		TOTAL:	3,632.75

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Requested by: Olga Rosas **Date** 2/24/2010 **UCP Approval:** M. Boone **Date** 3/4/10

c/o Guadalupe Garcia

Gaylord Price Quote #101374
Buyboard # TX09

For: **MERCEDES MEMORIAL LIBRARY**
434 S OHIO ST
MERCEDES, TX 78570
Contact: OLGA ROSAS (Acct# 685791)

Phone: 956-565-3114, Ext. 129
Fax:
E-mail: orosas@ci.mercedes.tx.us

Date: 2/24/2010

Gaylord Bros.
P.O. Box 4901
Syracuse, NY 13221-4901
Bids: 800-469-1592
Bids Fax: 800-891-5280

To receive pricing when ordering reference Gaylord Priority Code: 101374

MPC	Product #	Description	Qty	Unit Price	TOTAL
	PDCABBC	Bookcase Glass Doors 6 Adjustable & 2 Fixed Shelves 66 1/2H x 49W x 15"D {Each}	2	$1,611.43	$3,222.86
	PDCABBC	Power Tailgate {ODC}	1	$0.01	$0.01
	PDCABBC	Inside Delivery {ODC}	1	$0.01	$0.01

Product SubTotal	**$3,222.88**
Shipping and Processing	**$409.87**
Estimated Tax	
Other	
Grand Total	**$3,632.75**

Sales tax extra if applicable
Please state color choice when ordering

Terms: Net 30
FOB Destination (Pre-Paid & Added)

Shipment:

Price Firm Until: 05/22/2010

Gaylord Representative: Dana Knapp Phone ext. 8302

Comments:
21.78% Discount On Bookcases
30% Discount On Freight
"Free" ($.02) Inside Delivery & Power Tailgate Truck (Driver May Need Assistance With Delivery Due To Size of Items.) Normally $75.00

Reference Buyboard Contract TX09 and Priority Code 101374 When Placing Order

Vendor Response - Summary Information

Back Print

Vendor Contact Information:

Vendor Name: JANI PANINSKI
Vendor Phone: 800-469-1592 EXT 8227
Vendor E-mail: jani.paninski@gaylord.com
Quote Number: 101374
RFQ Expiration: 5/22/2010
Vendor Notes:

Vendor Item Information:

Item #	Part#	Qty	Model#	Pack	Weight	Manufacturer	Unit Cost
[1]	PDCABBC	2	PDCABBC			GAYLORD	$1,611.43
Description:	*Bookcase Glass Doors 6 Adj & 2 Fixed Shlvs 661/2Hx49Wx15"D*						
Deviation:	*TRANSPERTATION CHARGES $409.87*						

[Log Out]

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Vendor Contract Information

Proposal Documents

Back

Vendor: Gaylord Bros Inc
Address: Box 4901
Syracuse, NY 13221
Phone: (800) 448-6160
Contact: Jerome Dubos
Email: bids@gaylord.com
Website: www.gaylord.com
Federal ID: 57-1164294
Accepts RFQs: Yes
Contract: Instructional Supplies & Equipment #328-09
Effective Date: 11/1/2009
Expiration Date: 10/31/2012
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: Free Shipping
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
TX09
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Free shipping on all orders over $100.00. Shipping fees will be charged on all furniture items.
Return Policy: Call customer service at 800-448-6160 for return instructions & RA number.

[Log Out]

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Current BuyBoard Vendors

Instructional Supplies & Equipment #328-09 — **Expires: 10/31/2012**

**Abecedarian	AccuCut Services, LLC	Adventures in Learning
American Ceramic Supply Co	Armadillo Clay & Supply	Attainment Company
BMI Educational Services	**Brewer Educational Resources	Brodart Company
**Brooks Duplicator Company	Capital Microscope Services, Inc.	Career Kids, LLC
Carolina Biological Supply Co	Childcraft Education Corporation	**Claridge Products & Equipment, Inc.
**Classic School Supply	Classroom Products Warehouse	Constructive Play Things
Coole School Day Planner Systems	CWK Network, Inc.	D & H Distributing Company
Dick Blick Company	**DynaStudy, Inc.	EAI Ed.
Educational Products, Inc.	Educators Outlet, Inc.	Ellison Educational Equipment, Inc.
Essential Skills Software Inc.	ETA/Cuisenaire	Examgen, Inc.
Films Media Group	Fisher Science Education, A Fisher Scientific C	Flinn Scientific, Inc.
Flocabulary, LLC	Frey Scientific, a Division of School Specialty	Frog Street Press Inc.
Gaylord Bros Inc	GBC (formerly General Binding Corporation)	GF Educators, Inc.
Hammond & Stephens, Div. Of Premier Agend	Hatch, Inc.	Health Edco (WRS Group)
Heinemann-Raintree Classroom	HMH Supplemental Publishers, Inc.	Innovative Learning Concepts, Inc.
Jarrett Publishing Company	**KAMICO Instructional Media, Inc.	Kaplan Early Learning Company
Knowledge Unlimited Inc.	Lakeshore Learning	Laureate Learning Systems
Learning Links, Inc.	Learning Services, Inc.	Learning Zone
**Manning's Supply	**Mentoring Minds, LP	**Microscope World
**National Educational Systems, Inc.	National Reading Styles Institute	NEBRASKA SCIENTIFIC
Oriental Trading Company	Pacific Learning	PASCO scientific
Paxton/Patterson LLC	PCI Educational Publishing	Penn State Industries
Perfection Learning Corporation	Pitsco Education	**Positive Promotions
Premier Agendas, Inc.	Prentke Romich Company	Primary Concepts
Pro-Ed, Inc.	Rand McNally	Rapid Assist Technology, Inc.
Red Brick Learning	Renaissance Learning, Inc.	Rifton Equipment
S&S Worldwide, Inc.	Sargent-Welch Scientific Company (VWR)	Scholastic Book Fairs
School Mate	School Specialty Inc. - Sax Arts	School Specialty, Inc. (Inst Supp., Office Pape
Science Kit, Inc.	Social Studies School Service	Springboards to Education
Standard Stationery Supply Co	Super Duper Publications	Teach-Mart
The Learning Patch	**The Schoolhouse Store	**The Science Lab
**The Student Planner	**The Write Shop, Inc.	Ward's Natural Science, Inc.
Wood Etc. Corporation	Youth Light, Inc.	Zaner-Bloser, Inc.
Zula USA, LLC		

Job Order Contracting Proposal #258-07 — **Expires: 4/30/2012**

Jamail & Smith Construction	R. S. Means Company

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor* Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	**Copiers & Supplies**	**299-08**
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SOS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08

Transmission Report

Date/Time	02-25-2010	09:12:04 a.m.	Transmit Header Text	
Local ID 1	9569693525		Local Name 1	CH2 MHILLOMI
Local ID 2			Local Name 2	

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

1916 TESORO BLVD
PHARR, TEXAS 78577

FAX COVER SHEET

Date: 02-25-2010 Time: 10.00 a.m.

Please deliver the following pages to Fax: (956) 292-7612

Name: Matilde Faz- Purchase Order
Purchasing Department

From: Lupita V. Garcia
UCP Coordinator

Total number of pages 12 , including cover sheet.

We are transmitting on a Brother IntelliFax 4100

If you do not receive all of the pages or there is a problem, please call back within 15 minutes.

Telecopy Number: (956) 787-8127

Fax Number: (956) 787-5291

Comments: **The attached are two price proposal forms with back up information on items that I would like to purchase. One is for park equipment and the other is for library furniture.**

Thank you for your patience and your guidance.

Any questions please call me at 787-8127 ext. 118 . Thanks Lupita

Remarks: ■ Urgent □ For Your Review □ Reply ASAP

□ Please Comment □ Hard Copy will Follow □ Other_____

Total Pages Scanned : 12 Total Pages Confirmed : 12

No	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	012	Hidalgo County	09 06.58 a m. 02-25-2010	00 04:37	12/12	1	EC	HS	CP14400

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user	
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system	G3: Group 3
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report	EC: Error Correct

AI-20331 **14.B.**

Library equipment purchase - City of Penitas

CC REGULAR

Date:	03/16/2010
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 ratification to agenda item (# AI-20004) approved on February, 23, 2010 Hidalgo County Commissioner's Court. The purchase amount approved for $10,314.69 needs to be increased to $10,953.57 for the purchase of library equipment through Hidalgo County's membership and participation with TCPN (The Cooperative Purchasing Network) approved vendor M & A Technology (contract #R4721). City of Peñitas UCP Year 22 (2009) Public Facilities Program Income funds will be utilized.

BACKGROUND

M & A Technology is an approved vendor through TCPN (The Cooperative Purchasing Network) Contract #R4721. Payment in the amount of $10,953.57, will include warranties, customer assistance, delivery, co-op fees and accessories. (see attachment)

Approved Vendor:	M & A Technology
Approved Amount:	$10,314.69
Revised Amount:	$10,953.57
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. Amount increase by $638.88.

Attachments

Link: equipment purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:54 AM	APRV
2	Perla Lopez	Perla Lopez	03/11/2010 10:18 AM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Estella Webber

Started On: 03/10/2010 05:05 PM

Final Approval Date: 03/12/2010

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 & LG 52in LCD 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	Acer Veriton M265-ED7600C MT - 1 x Core 2 Duo E7600 / 3.06 GHz - RAM 3 GB - HDD 1 x 320 GB - DVD±RW / DVD-RAM - GMA 3100 - Gigabit Ethernet - Windows 7 Pro / XP Pro downgrade - pre-installed: Windows 7 - Monitor : none	PS.V8803.008	12	No	$489.99	$5,879.88
2	Acer V193W Bb LCD display - TFT - 19" - widescreen - 1440 x 900 - 300 cd/m2 - 10000:1 (dynamic) - 5 ms - 0.283 mm VGA - black	ET.CV3WP.B02	12	No	$129.99	$1,559.88
3	Microsoft Office Home and Student 2007 License - 1 PC - OEM, non-commercial, MLK - Win - English International - V.2	79G-01153	12	No	$119.99	$1,439.88
4	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
5	JVC HR XVC11B DVD/VCR combo - black	HR-XVC11B	2	No	$79.99	$159.98
6	COBY CX-CD114 CD player - black	CX-CD114BLK	2	No	$16.99	$33.98
7	LG 52LG50DC 52" LCD TV - widescreen - 1080p (FullHD) - HDTV - high-gloss black	52LG50DC	1	No	$1,599.99	$1,599.99
8	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	$79.99	$79.99

Subtotal:	$10,953.57
Tax (0.000%):	$0.00
Shipping:	$0.00
Total:	**$10,953.57**

Prices subject to change without notice.
Our prices get updated daily, please update your quote to get the current prices.

AI-20321 **14.C.**

Disaster Recovery Housing Guidelines

CC REGULAR

Date:	03/16/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests that the County Commissioners Court rescind the action taken on March 2, 2010 on agenda item (#AI-20084), regarding the approval of County of Hidalgo Urban County Program - Disaster Recovery Program (DRP) Housing Guidelines.

BACKGROUND

The Urban County Program recommended the approval of the Housing Guidelines based on guidance provided by the Texas Department of Housing Community Affairs (TDHCA). We, however have asked for additional guidance from the U.S. Department of Housing and Urban Development (HUD) and are awaiting response.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 08:51 AM	APRV
2	Perla Lopez	Perla Lopez	03/11/2010 10:21 AM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Estella Webber — Started On: 03/10/2010 04:23 PM

Final Approval Date: 03/12/2010

AI-20298 **14.D.**

Park equipment purchase - City of Mercedes

CC REGULAR

Date:	03/16/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County's membership and participation with Buy Board, an approved vendor Miracle Recreation Equipment Company (contract #269-07) in the amount of $7,795.81 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes for the Las Flores Del Valley City Park. City of Mercedes UCP Year 22 (2009) Parks recreational facility Improvements funds will be utilized.

BACKGROUND

The park equipment will be purchased to be placed at the Las Flores Del Valle City Park. Miracle Recreation Equipment Company is an approved vendor through the Buy Board, Contract #269-07. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Miracle Recreation Equipment Company
Purchase Amount:	$7,795.81
Funds Available:	$8,052.00 Year 22 (2009) Mercedes Parks Recreational Facilities funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding for the purchase of Parks, Recreational Equipment will utilize Urban County Year 22 (2009) City of Mercedes Parks Recreational Facility Improvements funds.

Attachments

Link: park equip purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 01:14 PM	APRV
2	Perla Lopez	Perla Lopez	03/10/2010 02:50 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Estella Webber

Started On: 03/10/2010 08:55 AM

Final Approval Date: 03/12/2010

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

FEB 24 2010

Name of Cooperative: BuyBoard **Person Contacted:** Marilyn Ahrens

PURCHASE #1 **Name:** Miracle Recreation Equipment Co. **Contract No. :** 269-07 **Phone:** 1-800-626-0238

Quantity	Description of Items	Price per Unit	Total Amount
1	6' Bench	466.00	466.00
1	13' Groove Slide w/ PVC steps (6'6"Platform)	2,667.00	2,667.00
1	Fourway Animal Hop	3,076.00	3,076.00
1	2-Lg Std Swg frame 8' tr w/4 s/p seats mc	1,172.00	1,172.00
1	6' Steel Picnic Table	748.00	748.00
1	Shipping/Freight		640.46
	Sub-Total		8,769.46
	Discount		-973.65
		TOTAL:	7,795.81

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

PURCHASE #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Requested by: Olga Rosas Date 2/24/2010

UCA- Lo Guadalupe Ayala

UCP Approval: A. Baeza Date 3/4/10

REVSED FEBRUARY 2010

MIRACLE
RECREATION EQUIPMENT COMPANY

Equipment Quotation

Quote Number: 09100104
Quote Date: 02/10/2010
Customer Number 7857B01
Terms of Sale: Net 30
Customer Class: L Parks & Rec
Shipping Method: Miracle
Freight Terms: Prepaid
Approximate Ship Date:
Cust PO Num:

Sales Representative
Park Place Recreation Designs, Inc.
P. O. Box 18186
San Antonio, TX 78218
Phone: (800) 626-0238 Fax: (210) 832-0115

Prepared For: CITY OF MERCEDES
P.O BOX 837

MERCEDES, TX 78570
orosas@ci.mercedes.tx.us

Payment/ Accounting Contact: FERNANDO DELEON (956) 565-3114
OLGA ROSAS (956) 565-3114

Location: PARKS DEPARTMENT
CITY OF MERCEDES
400 SOUTH OHIO
MERCEDES, TX 78570

Shipping/ Delivery Contact: FERNANDO DELEON (956) 565-6147
IDA GARCIA (956) 565-6147

Quantity	Item Number	Description	Price Each	Price Total
1	1266J	6' BENCH, PUNCHED MIRATHERM-PERM	$466.00	$466.00
1	657276	13' GROOVE SLIDE W/PVC STEPS (6'6" PLATFORM)	$2,667.00	$2,667.00
1	926	FOUR-WAY ANIMAL HOP	$3,076.00	$3,076.00
1	2917SJ	2-LG STD SWG FRAME 8' TR W 4 S.P SEATS MC	$1,172.00	$1,172.00
1	11162	6' PICNIC TABLE, M'THERM-PERM	$748.00	$748.00

Equipment Total:	$8,129.00
Freight:	$640.46
Discount:	$973.65
SubTotal:	$7,795.81
Tax:	$0.00
Grand Total:	$7,795.81

Board™ Vendor

Miracle Recreation Equip. Co.
c/o Park Place Recreation Designs
www.buyboard.com

Notes:
BUY BOARD DISCOUNT IS ISSUED ON NON-SALE ITEMS.
THIS IS THE DELIVERED PRICE FOR EQUIPMENT LISTED ABOVE.

I hereby authorize Miracle Recreation Equipment Company to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the Miracle truck. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Company.

Accepted By **Printed Name** **Date**

Thank you for the opportunity to provide this quote!

Vendor Contract Information

Proposal Documents | Back

Vendor: Miracle Recreation Equipment Co.
Address: P.O. Box 18186
San Antonio, TX 78218
Phone: (800) 626-0238
Contact: Marilyn Ahrens
Email: marilyn@miracleparkplace.com
Website: www.miracleparkplace.com
Federal ID: 43-1595099
Accepts RFQs: Yes
Contract: Parks & Recreation & Field Lighting Products & Installation #269-07
Effective Date: 10/1/2007
Expiration Date: 9/30/2010
Payment Terms: Net 30 days
Delivery Days: 30
Shipping Terms: Freight prepaid added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
269-07
Regions Served: All Texas Regions
States Served: Texas
Vendor Exceptions: None
Return Policy: 20% restocking fee
Additional Dealers: Authorized Dealers/Installers include: Park Place Recreation Design serving South Texas, Webuildfun serving Central and North Texas, May Recreation serving East Texas, and Churchich Recreation serving West Texas.

[Log Out]

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www.window.state.tx.us	Texas Comptroller of Public Accounts
www.tcpn.org	The Cooperative Purchasing Network
www.hgacbuy.org	
www.dir.state.tx.us	Department of Information Resource
www.gsa.gov	General Services Administration
www.tips-usa.com	The Interlocal Purchasing System
www.buyboard.com	Texas Association of Schools Board
www.uscommunities.org	US Communities

All of these Co-Ops and vendors have been approved thru Commissioners' Court to purchase from.

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lighting Products & Installation	269-07

Current BuyBoard Vendors

Office Supplies & Equipment #328-09 — Expires: 10/31/2012

**A Photo Identification	Gulf Coast Paper Company	Mark of Distinction
**Perry Office Plus	Pitney Bowes	Positive Proof, Inc.
Staples Contract & Commercial, Inc.	**T&G ID SYSTEMS, INC.	

Outdoor Street Lighting #302-08 — Expires: 8/31/2011

Crawford Electric Supply	Facility Solutions Group	Graybar Electric
Holophane Lighting	Republic ITS	Sun Valley Lighting
Wesco Distribution, Inc.		

Parks & Recreation & Field Lighting Products & Installation #269-07 — Expires: 9/30/2010

adsLED, Inc.	All Play, Inc.	**American Parks Company
American Ramp Company	Atlas Sign Services	**BJ's Park & Recreation Products
Child's Play, Inc.	**Custom Swings of Texas, Inc.	Daktronics, Inc.
DunRite Playgrounds	ExerPlay, Inc.	Fun Abounds
Gametime/Total Recreation Products, Inc.	Grounds For Play, Inc.	**Hunter-Knepshield Of Texas, Inc.
InSite Amenities, L.P.	**John F. Clark Company	Kraftsman Playground & Park Equipment
Lone Star Recreation	Masterkraft Enterprises	Miracle Recreation Equipment Co.
Musco Sports Lighting	Noah's Park & Playgrounds, LLC	Olen Williams, Inc.
Play and Park Structures	PlayPower LT Farmington, Inc./All Play, Inc.	**Recreation Consultants of Texas, LLC
Robson Corporation	Sign Solutions, Inc.	Spectrum Corporation
Sports Facilities & Co. (Sports Field Lighting)	SRS Advertising	Sturdisteel Company
T.F. Harper & Associates	Techline Sports Lighting, LP	**The Playwell Group, Inc.
Triple M Recreation	USA Shade & Fabric Structures, Inc.	Vortex Aquatic Structures International

Pipe Bursting Equipment #286-08 — Expires: 3/31/2011

Earth Tool Company LLC	TT Technologies, Inc.

Public Safety & Fire House Supplies & Eq. #284-08 — Expires: 3/31/2011

All America Sales Corporation	Aramsco, Inc.	**Digital 2000, Inc.
Dooley Tackaberry, Inc.	Emergency Vehicle Supply	Ferrara Fire Apparatus, Inc.
Fleet Safety Equipment, Inc.	GT Distributors, Inc.	John Wright Associates, Inc.
Kustom Signals, Inc.	Laerdal Medical Corporation	LaserCraft Inc.
Metro Fire Apparatus Specialists, Inc.	Miller Uniforms & Emblems Inc.	NAFECO
S&P Communications	Satellite Tracking of People, LLC	SGS Industrial Supplies, Inc
Texas Highway Products	Vista Com	Wildfire Truck & Equipment Sales
Wilson Fire/Rescue		

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
American Tire Distributor* Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	**Copiers & Supplies**	**299-08**
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Fisco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	253-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07
Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
Ses Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08

AI-20296 **14.E.**

Change Order - Construction project (Pct. #2)

CC REGULAR

Date:	03/16/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Urban County Program is requesting acceptance and approval of Change Order No. 1 with contractor Garcia & Martinez Paving, Inc. for South Tower Estates Subdivision in Precinct No. 2. The request reflects a contract increase in the amount of $81,129.60 and a 45-day time extension due to additional construction as submitted through project engineer R. Gutierrez Engineering Corporation. CDBG-R funds are being expended for this project.

BACKGROUND

Precinct No. 2 is requesting additional quantities on eleven (11) items which will increase contract amount by 21.4% of original contract, $378,816.15.

Awarded Vendor: Garcia & Martinez Paving, Inc.
Revised Contract Amount: $459,990.75
Funds Available: $509,653.80 CDBG-R Flood Drain Improvements (B-09-UY-48-0501)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County CDBG-R Flood Drain Improvements funds will be utilized for the increase of $80,816.35.

Attachments

Link: contract increase order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2010 08:45 AM	APRV
2	Perla Lopez	Perla Lopez	03/11/2010 01:53 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Estella Webber

Started On: 03/10/2010 08:31 AM

Final Approval Date: 03/12/2010

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Agapito Vargas
c/o Marcie Jackson
Hidalgo County Precinct #2
BCAP Office

FROM: R. Gutierrez Engineering Corporation
SUBJECT: Change Order #1
PROJECT NO.: ENG08.024B
DATE: 3/8/2010

WE ARE SENDING YOU | X ATTACHED | ___ UNDER SEPARATE COVER VIA | Hand Delivery | THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER:
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	3/2/2010	Change Order #1
1	3/2/2010	Change Order #1 Tabulations

THESE ARE TRANSMITTED AS CHECKED BELOW:

X FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution: file

Received by: Marcie Jackson 3/8/10

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

CHANGE ORDER NUMBER ONE (1)

PROJECT:	SOUTH TOWER ESTATES SUBDIVISION
DATE OF ISSUANCE:	March 2, 2010
EFFECTIVE DATE:	March 2, 2010
OWNER:	HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.:	No. 5209-92-0309-5000-9200-UCP-ML2
CONTRACTOR:	GARCIA & MARTINEZ PAVING, INC. 22290 N. FM 88 EDCOUCH, TEXAS 78538
ENGINEER:	R. Gutierrez Engineering Corporation 130 E. Park Ave. Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Item 110 Excavation was increased on 3,525 SY
2. Item 132 Embankment was increased on 325 CY
3. Item 247 Flexible Base work compacted in place was increased on 1,427 CY
4. Item 260 Lime treated base was increased on 8,431 SY
5. Item 260 Lime for Base was increased on 24 Tons.
6. Item 310 Prime Coat (MC-30) was increased on 1,507 Gals
7. Item 530 Driveways (Ty PRB-1) was increased on 553 SY
8. Item 465 Inlet (TY A) was increased on 7 inlets. Two inlets at the depth of 7 feet.
9. Item 465 Manhole (TY A) was increased on 2 manholes. One at the depth of 10 feet.
10. Item 464 24" RCP CL III Rubber Gasket was increased on 217 LF at 7.5 feet deep.
11. Item 402 Trench Excavation Protection was increased on 217 LF at 7 to 10 feet deep.

Reason for Change Order: 1 through 11 bullets will be constructed by contractor instead the County Precinct No.2 forces

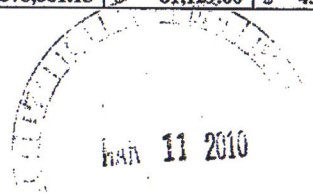
Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 378,861.15		Original Contract Time for Substantial Completion:	210 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	45 calendar days
Contract Price prior to this Change Order $ 378,861.15		Contract Time prior to this Change Order Substantial Completion:	210 calendar days or dates
Net Increase (decrease) of this Change Order $ 81,129.60		Net Increase (decrease) of this Change Order	45 calendar days
Contract Price with all approved Change Orders $ 459,990.75	Net % increase (decrease) from original contract price. 21.40 %	Contract Time with all approved Change Orders Substantial Completion:	255 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____ P.E. Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: 3/16/10	Date: _____	Date: 3-11-10

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
SOUTH TOWER ESTATES SUBDIVISION
NUMBER:No. 5209-92-0309-5000-9200-UCP-ML2

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								
110	7,445.00	10,970.00	CY	Excavation (roadway)	$ 4.25	$ 4.25	$ 31,641.25	14,981.25	46,622.50
132	510.00	835.00	CY	Embankment	$ 5.00	$ 5.00	$ 2,550.00	1,625.00	4,175.00
164	6,118.00	6,118.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.50	$ 0.50	$ 3,059.00	0.00	3,059.00
164	6,118.00	6,118.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.50	$ 0.50	$ 3,059.00	0.00	3,059.00
164	12,236.00	12,236.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 0.50	$ 6,118.00	0.00	6,118.00
247	2,598.00	4,025.00	CY	Flexible Base (6")(Compacted in place)(County Supply Base)	$ 9.10	$ 9.10	$ 23,641.80	12,985.70	36,627.50
260	15,699.00	24,130.00	SY	Lime Treated Base (6")	$ 1.00	$ 1.00	$ 15,699.00	8,431.00	24,130.00
260	43.65	67.65	TON	Lime for Base (TY A or B)	$ 167.00	$ 167.00	$ 7,289.55	4,008.00	11,297.55
310	2,745.00	4,252.00	GL	Prime Coat (MC-30)	$ 3.70	$ 3.70	$ 10,156.50	5,575.90	15,732.40
502	7.00	7.00	MO	Barricades, Signs & Traffic Handling	$ 800.00	$ 800.00	$ 5,600.00	0.00	5,600.00
506	34.00	34.00	SY	Construction Exists (Install)	$ 47.00	$ 47.00	$ 1,598.00	0.00	1,598.00
506	34.00	34.00	SY	Construction Exists (Remove)	$ 23.00	$ 23.00	$ 782.00	0.00	782.00
506	756.00	756.00	LF	Temp. Sediment Control Fence (Install)	$ 3.00	$ 3.00	$ 2,268.00	0.00	2,268.00
506	756.00	756.00	LF	Temp. Sediment Control Fence (Remove)	$ 1.00	$ 1.00	$ 756.00	0.00	756.00
530	2,123.00	2,676.00	SY	Driveways (Ty PRB-1)	$ 4.00	$ 4.00	$ 8,492.00	2,212.00	10,704.00
530	621.00	621.00	SY	Driveways (Concrete)	$ 19.50	$ 19.50	$ 12,109.50	0.00	12,109.50
531	24.00	24.00	EA	ADA Curb Ramps	$ 150.00	$ 150.00	$ 3,600.00	0.00	3,600.00
644	13.00	13.00	EA	Small Road Sign Assm. (Ty A)	$ 275.00	$ 275.00	$ 3,575.00	0.00	3,575.00
				Total Roadway :			**$ 141,994.60**	**$ 49,818.85**	**$ 191,813.45**
	(906) DRAINAGE								
402	2,823.00	2,823.00	LF	Trench Excavation Protection	$ 2.00	$ 2.00	$ 5,646.00	0.00	5,646.00
464	911.00	911.00	LF	RCP (CLIII) (18") Rubber Gasket	$ 36.00	$ 36.00	$ 32,796.00	0.00	32,796.00
464	2,234.00	2,234.00	LF	RCP (CLIII) (24") Rubber Gasket	$ 39.00	$ 39.00	$ 87,126.00	0.00	87,126.00
465	14.00	19.00	EA	Inlet (TY A)	$ 2,100.00	$ 2,100.00	$ 29,400.00	10,500.00	39,900.00
465	3.00	4.00	EA	Manhole (Ty A)	$ 2,200.00	$ 2,200.00	$ 6,600.00	2,200.00	8,800.00
529	12,953.00	12,953.00	LF	Concrete Curb & Gutter (Ty A) (Barrier)	$ 5.35	$ 5.35	$ 69,298.55	0.00	69,298.55
529	600.00	600.00	LF	Concrete Valley Gutter	$ 10.00	$ 10.00	$ 6,000.00	0.00	6,000.00
464	0.00	217.00	LF	RCP (CLIII) (24") Rubber Gasket (7.5' deep)	$ -	$ 42.00	$ -	9,114.00	9,114.00
465	0.00	2.00	EA	Inlet (Ty A) 7' deep		$ 2,600.00	$ -	5,200.00	5,200.00
465	0.00	1.00	EA	Manhole Ty A 9.5' Deep		$ 3,700.00	$ -	3,700.00	3,700.00
402	0.00	217.00	LF	Trench Excavation Protection from 7' to 10' Depth		$ 2.75	$ -	596.75	596.75
				Total Drainage :			**$ 236,866.55**	**$ 31,310.75**	**$ 268,177.30**
				TOTAL BASE AMOUNTS:			**$ 378,861.15**	**$ 81,129.60**	**$ 459,990.75**



3/11/2010
7:46 AM

COLONIA ACCESS PROGRAM
ERALIO PALCIOS
BCAP COORDINATOR

E-Mail: Eralio.palacios@co.hidalgo.tx.us

LETTER OF TRANSMITTAL

To: Urban County Program
Attention: Mr. Tony Barco, CD Compliance Manager

Date: March 8, 2010
FROM: Eralio Palacios
TITLE: BCAP-Coordinator

REASON FOR TRANSMITTAL CHECKED BELOW:

[X] As Requested
[ ] Returned for Corrections
[ ] Agenda Item
[X] For Approval
[ ] Approved As Noted
[X] Hand Delivered
[ ] Copy of Letter
[X] Review and Comment
[ ] Other

REMARKS:

Change Order # 1 for South Tower Estates CDBG-R-Project # 5209-92-0309-5000-9200-UCP-ML 2

301 E. STATE STREET * PHARR, TX 78577 * PH. (956) 787-1891* FAX (956) 787-4683

****

Detach here

Detach here

AI-20294 **15.A.**

E-09-393-09-01-Icon Enterprises dba CivicPlus

CC REGULAR

Date:	03/16/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Planning Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval to purchase additional features submitted by "Icon Enterprises dba CivicPlus" (awarded vendor)in connection to the original contract #C-07-348-10-30 for the "Hidalgo County Website Development Designer" project as follows: 1. Ultimate Hosting Services-In an amount not to exceed of $1,050.00/Per Month; 2. Maintenance Fee For Forms Development Module-In an amount not to exceed $75.00/Per Month

BACKGROUND

The "Ultimate Hosting Services" and the "Monthly Maintenance For Forms Development Module" cost were not included with original proposal at the time but were included as optional recommended add-on features in case it was determined throughout the contract service that this would indeed be a necessity which as per the IT Department Director stating the importance of adding these two additional features (see attached letter).

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

$235,331.86 available funds as of 03/12/10. rc
Estimated cost for calendar year 2010 for additional services is $15,250.00.
$1,050.00 x 10 (march-december) = $10,500.00
$75.00 x 10 (march - december) = $750.00
$4,000.00 x (one time charge) = $4,000.00

Attachments

Link: Contract Documentation

Link: Optional Features Information

Link: Correspondence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	03/10/2010 03:01 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/12/2010 01:52 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 03/09/2010 05:19 PM

Final Approval Date: 03/12/2010

AI-17181 **12.0.0.**

Renewal/Extension-C-07-348-10-30-Website Development Designer Services-Hidalgo County

CC CONSENT

Date: 09/01/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval exercise the County's option to renew/extend for one (1) year (as provided in the current contract #C-07-348-10-30) for: Website Designer Services-Hidalgo County with "Icon Enterprises dba CivicPlus Inc., pursuant to the same rates, terms and conditions with effective date: 10-31-09 through 10-30-10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: Extension Letter
Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	08/26/2009 04:12 PM	CREATED
1	Purchasing Department	Marty Salazar	08/27/2009 02:13 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:43 PM	APRV
3	Erika Zamora			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 08/26/2009 04:12 PM

ORIGINAL

PURCHASING DEPARTMENT
County Of Hidalgo

August 26, 2009

Ms. Martha Kuhlman
Icon Enterprises dba CivicPlus
317 Houston Suite E
Manhattan, Kansas 66502

Via Email: kuhlman@civicplus.com

Re: Extension of Contract No. C-07-348-10-30
"Website Development Designer Services-Hidalgo County"

Dear Ms. Kuhlman:

Commissioners' Court will take applicable action (Tuesday, September 1, 2009) in connection with the option to renew/extend the one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renew/extension is October 31, 2009 with termination date of October 30, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 28 2009, 10:00 a.m., or sooner, via *facsimile to (956) 956-318-2629* or *email to: evangelina.garcia@co.hidalgo.tx.us*

By: Cynthia L Peters Date: 27 Aug 2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie V. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-348-10-30

THIS CONTRACT is made and entered into this 30th day of **October, 2007** by and between the **County of Hidalgo, Texas** ("County"), and **Icon Enterprises, d/b/a CivicPlus** a Kansas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for **"Website Development Designer Services"** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications, a copy of such requirements is being attached hereto as Exhibit "A" and respectively, and incorporated herein for all purposes (the "Requirements"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the propoal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County**

or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **two (2) years,** commencing **October 30, 2007** and expiring on **October 30, 2009,** with County's option to renew for one (1) year term, under the same rates, terms, and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" ("Fee Schedule"), attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such

insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Icon Enterprises, d/b/a CivicPlus** **Attn: Ashley Fruechting, Regional Director of Sales** **317 Houston Suite E** **Manhattan, Kansas 66502**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of_____, **2007.**

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT
ON: OCTOBER 30, 2007

COUNTY OF HIDALGO, TEXAS

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Icon Enterprises, d/b/a CivicPlus

By: _____

Printed Name: Ashley Fruehling

Title: Regional Director of Sales

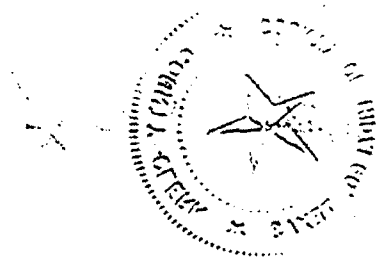


EXHIBIT "A"
SCOPE OF SERVICES/REQUIREMENTS

EXHIBIT A

SCOPE OF SERVICES/REQUIREMENTS
RFP NO: 2007-348-09-05
"WEBSITE DEVELOPMENT DESIGNER SERVICES"

Overview:

Hidalgo County is soliciting proposals for the design and development of a new Website. Hidalgo County desires to have a Website that will more effectively provide the citizens of Hidalgo County a robust website that is easy to navigate and find the desired content as well as providing Hidalgo County Departments with a secure and easy method of maintaining frequently updated portions of their website via user friendly administration consoles. The site should be creative and innovative, while at the same time providing a look and Web environment that is appropriate for Hidalgo County.

1. Must be qualified in Website Development Design.
2. Must have experience relevant to Website Development Design.
3. Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested for Website Development Design.
4. Overall understanding of the "Project" as detailed in scope of work/services.
5. Primary Website content will be available in both English (default) and Spanish (user option).
6. Must describe, detail the steps they intend to follow in site development, including evaluation, design, approvals, testing and implementation.
7. Specify amount of time for completion of the requested "Redesign Website".
8. Brief test overview and easy and clean navigation layout.
9. Upcoming Events Calendar-content must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages.
10. News and Announcements-Contents must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate postings of populated items on homepage or Department sub-pages.
11. Media Gallery-Content must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages.
12. ***Departments***
13. City Maps
14. The County's Past (History)
15. Heritage/Culture
16. Activities-Shopping-Birding/Nature
17. Travel & Transportation About Hidalgo County
18. Weather, Climate, Population and other facts (important hone numbers, etc.)
19. Linked to related sites

20. Search site

21. *Departments*

Style sheet should allow consistent design elements throughout the website with the ability to modify header and primary elements of each department page to create a unique department identity that still compliments and flows with the primary website theme. Department Page elements frequently updated content must be database driven with ability for authorized user to post items for approval. Hidalgo County Website Administrator must have ability to authenticate posting of the populated items to the Department sub-page, and/or the Hidalgo County homepage. Possible components that Departments may require include but are not limited to:

- News and Announcements
- Calendar of Events
- Bids
- Photo Gallery
- Directory
- Document Upload and Posting
- Employment Postings

Cost:

Proponents must provide line item pricing for all functionalities requested in the scope of work/requirements including design, migration of existing components, additional components, and software acquisitions required to complete the website redesign and implementation of the design of the new website. Pricing should also include hourly rates for key services such as design, programming and other technical services, available after completion of the scope of work. Proponents should specify each hardware component with the recommended configurations if additional hardware is needed beyond what is currently available. Any additional hardware, software component must be reviewed and approved by Hidalgo County IT Department.

Technical Requirements:

Website Content Management System must be SSL protected with 2-tier population and authentication ability. Tier 2 may post items to the pre-defined components for their department. Tier 1 is the site administrator and must be automatically notified via email when a department submission for publishing to the website. Tier 1 must also have ability to maintain Tier 2 users and passwords as well as authority to determine where authenticated content will ultimately publish within the website.

Please provide Vendor responses to the following technical of concern:

1) In what language will vendor program the website code and what is your rationale?

_____

_____

2) How will the Administration Console function for the frequently updated portions of the website? Please provide screenshots of the CMS System that will be utilized.

3) What other projects have you completed that utilize Content Management Systems of multiple tiers?

4) How will additional services be provided by vendor, including feature requests, updates and maintenance that are not possible via CMS?

5) What type of training, support and documentation will be provided by vendor for the authorized CMS users?

6) Is your Data center staffed 24/7 and do they provide proactive monitoring?

7) What connections and redundancy are in place for your outbound links? Who provided them and what speed?

8) What is your router hardware and maker?

9) What security practices have been implemented for your servers and at your facility? Do you use third party security auditors?

10) Is the server and facility equipped with redundant network equipments, power grid

and storage devices?

11) Will we be hosted on a shared or dedicated server? Do we have separate servers for web, email, dns, and databases?

EXHIBIT "B"
FEE SCHEDULE

Project Estimate

Provided below is a project estimate based upon your RFP. Others options might also be advisable for consideration. As you review your needs, you may decide some services will be phased in at a later time or you may decide to add more services earlier. A final project estimate is negotiable to best design a site that meets your communication goals and objectives.

Consulting, Design, Setup, Programming and Training Options	
One-time Cost (See Project Details)	**$29,800**

Included Modules

	Monthly Fee	One-time Fee		Monthly Fee	One-time Fee
☒ Archive Center	$ Included	$ Included	☒ Opinion Poll	$ Included	$ Included
☐ Banner Development - Add'l	$	$	☐ Photo Gallery	$	$
☒ Bid Posting	$	$	☒ Quicklinks	$ Included	$ Included
☐ Blog	$	$	☐ RequestTracker for ___ users	$	$
☒ Business Directory	$ Included	$ Included	☒ RSS	$ Included	$ Included
☒ Document Center	$ Included	$ Included	☐ Slideshow	$	$
☒ Dynamic Breadcrumbs	$ Included	$ Included	☒ Staff Directory	$ Included	$ Included
☒ Dynamic Sitemap	$	$	☐ Other:	$	$
☐ E-Commerce	$	$	**Admin. Modules & Services**		
☒ Events Calendar	$ Included	$ Included	☐ Additional Domains	$	$
☒ FAQ	$ Included	$ Included	☐ Automated pdf converter	$	$
☐ Forms Development Tool	$	$	☒ Links Redirect	$ Included	$ Included
☒ Intranet	$	$	☒ Online Web Statistics	$ Included	$ Included
☒ Job Posting	$ Included	$ Included	☒ Printer Friendly	$ Included	$ Included
☒ News Flash	$ Included	$ Included	☒ Rotating Content	$ Included	$ Included
☒ Notify Me Email Subscription	$ Included	$ Included	☒ Search Engine Registration	$ Included	$ Included
☐ Online Job Application	$	$	☒ Site Search & Entry Log	$ Included	$ Included
			☒ Website Administrative Log	$ Included	$ Included

Content Management System and Website Management Include:

- Mouse-over menu structure, author and publisher rights, options for site layout, rotating content, dynamic page components.
- Online Editor – allows for online editing and page creation
- Web Page Wizard – create web pages easily with preformatted options
- Web Page Upload Utility – allows for the upload of web pages
- Site Search log – allows you to research site search entries on your site
- Action Items – items that need attention are automatically in a queue
- Menu Management – add new menu items easily.

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ashley Fruechting, Regional Director Of Sales
CivicPlus

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: October 24, 2007

Re: Best and Final Offer -"Hidalgo County-Website Development Designer Services"
RFP NO: 2007-348-09-05-VYG

Pursuant to today's conference call meeting, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. IT Department Director, Renan Ramirez went over what the project entailed. Another point that was expressed was regarding the insurance requirements that CivicPlus must comply to in order to be in compliance (Please refer to the packet-Exhibit C-Insurance Requirements). Also, the CIQ Form, form must be recorded at Hidalgo County Clerk's Office (Please refer to the packet-Exhibit D) and in the Legal Terms-Line Item Number 20, it discloses more detailed information regarding the CIQ Form.

And finally, the request for CivicPlus "Best and Final Offer" was discussed. Your original proposal is at $29,800 and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by today, Wednesday, October 24, 2007, by 2:00 P.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Tuesday, October 30, 2007, for approval of the "Best And Final Offer" and approval of the "Contract".

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Best and Final Offer: $ $29,800

Signed: _____ **Title:** _____

Printed Name: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

NOV. 13. 2007 3:16PM CHARLSON&WILSON INS NO. 3476 P. 2/7

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2007

PRODUCER (785)537-1600 FAX (785)537-1657 Charlson Wilson Ins Agency 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan, KS 66505-1989	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 Icon Enterprises, Inc. DBA Civic Plus and DBA Networks Plus 317 Houston Street Manhattan, KS 66502	INSURERS AFFORDING COVERAGE / NAIC # INSURER A: Hartford Insurance Group INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Blnkt Contractual GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	37SBAAM8566	05/17/2007	05/17/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	37UECTZ7974	05/17/2007	05/17/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	37WECPA9652 KANSAS	05/17/2007	05/17/2008	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A		OTHER Errors & Omissions Liability	37SBAAM8566	05/17/2007	05/17/2008	$2,000,000 per claim $2,000,000 aggregate $25,000 retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County is hereby named as an additional insured on a primary and non-contributory basis as it pertains to the Insured's work and operations as its interest may appear herein.

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Elizabeth Smoller Elizabeth Smoller

ACORD 25 (2001/08)

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587-8951

F. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of Raba Kisner for the provision of Engineer Services for Hidalgo County New Government Facility.

On motion of Commissioner Palacios, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval for Raba Kisner.

9. **Presentation for discussion, acceptance, and approval of the final negotiated contract (including best and final offer" (subject to legal review) with CivicPlus, Inc. for RFP NO: 2007-348-09-05-VYG-Hidalgo County-Website Development Designer Services" Project.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval subject to legal review.

At this time Commissioner Handy returns to the Court.

At this time the Court discussed item #16-A4.

At this time Commissioner Palacios steps out of the Court.

10. **A. Requesting approval to replace cell phones for the following Elected Officials, Departments and/or Programs under the Texas Facilities Commissions' awarded vendors through - DIR TELEO6-27-03/ TEXAN 2000 SPR-W contract.**
1. Tax Office for Armando Barrera in the amount of $149.99 for one Man-20 cell phone under requisition #120025 to replace phone that is not working properly.
2. Pct. #3 for Sabas Sandoval and Marcello Garza in the amount of $169.99 per phone under requisition #120421 to replace damaged phones.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 & 2 for Sabas Sandoval only.

B. Requesting approval for the purchase of cell phones through forfeiture funds for the Sheriffs office through P.O. # 593692 due to urgency to replace non-functioning phones needed for work purposes. Replacement of one phones is for:
1. Sanyo 2400 in the amount of $169.99 one (1) unit.
2. TREO 700 in the amount of $649.99 one (1) phone.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 & 2.

11. **389th District Court:**
Request approval to remove the following fixed asset from inventory:
CPU Intel P-4 2 GHZ Mini-tower (Asset #39684)

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

After working with more than 300 clients, we are familiar with the unique challenges municipalities face as they establish and maintain a web presence. We want to help you select or create a custom package to enhance your community's site. The most commonly requested add-on features appear below.

Recommended Add-ons	One-Time Fee	Monthly Fee
Image Enhancements Package: • Portal Page Development • Photo Gallery • Slideshow	$2,700	$100
Other Optional Enhancements		
Wireless Emergency Notification System	$5,000	Varies
Where do I... (allows citizen to input address and find services city determines such as voting info, schools, libraries, etc.)	$2,500	$100
Online Job Application System (must have job posting system)	$9,500	$100
Forms Development Tool	$700	$75
RequestTracker Upgrade for additional Users	$1,500	3-10 users add $100 11-50 users add $200 51 and up add $400
Spanish Translation	$125/page or $1,000 for 10 pages	
2 days of Additional Training/Consulting 3 months after go-live (includes travel expense)	$7,200	
Live Redundant site at remote host location	$9,000	Varies

Recommended Options for Ongoing Services

	Standard Host Option	Ultimate Service Host Option
Recurring Annual Hosting Fee	$6,600	$6,600
Optional Recurring Annual Maintenance and Updates		$1,800
Optional Recurring Annual Support and Upgrades		$4,200
Recurring Annual Fee	**$6,600**	**$1,050**
Hosting Services		
Data Hosting & Data Backup	✓	✓
Patch Maintenance	✓	✓
Site Monitoring	✓	✓
Offsite Storage of backup	✓	✓
Data Recovery from Tape	✓	✓
DNS Consulting, Hosting and Maintenance	✓	✓
Router Monitoring	✓	✓
CivicPlus Updates and Maintenance		
Upgrade Hardware		✓
Upgrade System Software		✓
CivicPlus Application & Modules		
Upgrades		✓
Fixes		✓
Improvements to usability		✓
Integration		✓
Testing		✓
Development		✓
Website Statistics		✓
Usage License		✓
Support		
24/7 Support		✓
Dedicated support personnel		✓
3-hour response		✓
Proactive support for updates and fixes		✓
Highly rated by clients		✓
Online training manuals		✓
Monthly newsletters		✓

COUNTY of HIDALGO, Texas
Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us



To: Mrs. Martha Salazar, Purchasing Agent

From: Renán Ramirez, Chief Information Officer

Date: Monday, February 22, 2010

Subject: Request to Amend Contract **E-09-393-09-1** - CivicPlus Website Services

---

When Hidalgo County awarded Icon Enterprises, Inc., d/b/a CivicPlus, the design and implementation of the County Website in 2007, there were several recommended options included in the bid that were not exercised at the time of award of contract, due to unforeseen circumstances. After two years with the existing contract, and due to various reasons, it was deemed necessary to exercise several of the recommended options, including:

- **Ultimate Hosting Services - $1,050/month**
  When Hurricane Dolly hit Hidalgo County in 2008, ensuing electrical outages across the Valley and and the website being a vital source of information to residents during the emergency, it was decided that it was to the benefit of Hidalgo County to have CivicPlus continue to host services and provide updates and maintenance to application and modules, as well as provide 24/7 support. This service proved critical during an emergency, and has also proven useful for daily management of operations.

- **Additional Monthly Maintenance Fee for Forms Development Module - $75/month**
  At the request of several departments, Hidalgo County exercised the use of the Forms Development module, which would allow the use of forms on the website in which users could enter data into and submit and save into a database. The use of the module requires an additional $75 monthly maintenance fee.

Additionally, due to the County not having a full-time webmaster, as well as several County departments and offices expressing a desire to maintain and update their own webpages, it has been requested that refresher training be conducted by CivicPlus to train those employees who will be responsible for managing their department's content. Included in the bid was an option to have refresher training as a recommended option. Originally, CivicPlus trained a total of two (2) Information Technology Department staff members via telephone/online training. Because of the various skill levels at which departmental employees will be at, it is recommended that CivicPlus conduct beginner "refresher" training with an overview of basic page development and corresponding modules, thus allowing departmental users the flexibility to maintain their respective sites.

- **On-site Training (2 days for 10 people) - $4,000 one-time fee (Please see attached quote)**

For these reasons, I am requesting that the County amend the existing CivicPlus contract (#E-09-393-09-01) to include the abovementioned costs, as submitted in the bid as recommended options. Should you have any questions, please do not hesitate to contact me at 956-292-7010.

AI-19620 **16.A.**

Sharyland ISD- May 8 Election Contract

CC REGULAR

Date:	03/16/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Election Services between Hidalgo County and Sharyland ISD for their Special Election to be held on May 8, 2010.

BACKGROUND

Three (3) originals of Contract for Election Service
One (1) Order to Call Election

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Sharyland ISD- May 8th Elections Contract

Link: Order to Call Election

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	03/10/2010 10:43 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2010 11:50 AM	APRV
3	Roland Garcia	Rolando Garcia	03/10/2010 02:55 PM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Veronica Lopez — Started On: 01/26/2010 08:29 AM

Final Approval Date: 03/12/2010

Sharyland Independent School District

1106 N. Shary Road, Mission, Texas 78572-4652

http://www.Sharylandisd.org

Phone: (956) 580-5200

Fax: (956) 580-5229

Board of Trustees

Guillermo Reyna, C.P.A - President
Dr. Noel O. Garza. -Vice Pres.
Ricky Longoria, C.P.A. - Secretary
Suzanne Pena - Asst. Sec.
Rolando Pena - Member
Juan F. Zuniga - Member
Fernando Ramirez - Member

Administration

Scott B. Owings
Superintendent
Jesse Muñiz, RTSBA
Assistant Superintendent for
Business and Finance

"To Better Serve All Students"

January 20, 2010

Yvonne Ramon
Hidalgo County Elections Administrator
P.O. Box 659
Edinburg, Texas 78540

Enclosed are/is the Board Approved Contract/Agreements between the **Hidalgo County Elections Agreement for Election Services** and **Sharyland Independent School District**. In order for this contract/agreement to be finalized, it is imperative that you return **two (2) original** with blue ink signatures back to us as soon as possible.

We thank you for your cooperation in this matter.

Sincerely,

Jesse Muniz
Asst. Supt. for Business & Finance

SISD does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and SHARYLAND ISD, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, SHARYLAND ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on MAY 08, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, SHARYLAND ISD is a political subdivision in Hidalgo County that desires the County to conduct and supervise the MAY 08, 2010, election of the SHARYLAND ISD (the "Election"); and

WHEREAS, the County agrees to perform election services for the SHARYLAND ISD; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, SHARYLAND ISD and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the County and SHARYLAND ISD for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to SHARYLAND ISD for its election to be held on MAY 08, 2010, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to SHARYLAND ISD the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for SHARYLAND ISD;

(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged according to a third party printing vendor;

(C) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(D) Provide training for Judges/Clerks;

(E) Prepare, distribute, and publicize all notices and newspaper advertisements;

(F) Procure, provide, prepare, and distribute all necessary election supplies, including:

1) **Ballots (preparation and distribution only);**
2) **Election kits; and**
3) **Ballot boxes and voting booths**

(G) Procure early voting polling places and election day polling places, as ordered;

(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(I) Notify the election judges of the date, time and place of the election;

(J) Procure and pay election judges and clerks for early voting and election day voting;

(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the School;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

(N) Prepare U.S. Department of Justice pre-clearance for the general trustee election;

(O) Prepare any submission of voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the general trustee election;

(P) Provide such incidental related services as may be necessary to effect the election.

(Q) Serve as the Early Voting Clerk;

(R) Establish a Central Counting Station for the purpose of tabulating ballots;

2.02 The School shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms.

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulating of the Election results for canvassing by the School's Board;

(E) **As stated in Section 31.096 of the Texas Election Code, this Contract may not change:**

> **(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.**

(F) **The County Election Administrator shall be the agent of the School for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties.**

(G) **The County shall file copies of this Contract with the County Treasurer and the County Auditor;**

(H) **In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with the School no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. **Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.**

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. **ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by SHARYLAND ISD, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.**

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, School agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

- **A. Base charge of $150.00 for Programming Services for iVotronic voting machines,**
- **B. Flat rate of $50.00 for delivery and pick-up fee for Ivotronics for Early Voting and Election Day.**
- **C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions.**
- **D. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers.**
- **E. Cost of burning and leasing of media.**
- **F. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 Electronic Poll Book:

- **A. Database access at $100.00 per day;**
- **B. Laptop rental, insurance and delivery fee of $150.00 per location;**
- **C. Printer label fee of $.02 per label (price subject to change);**
- **D. Creation of separate Username and password for each polling location at $20.00 per location;**
- **E. No charge for the use of magnetic card swipes, bar code scanners and Dymo printers;**
- **F. No charge for a digital copy of the Voter Registration list sent to Entity for self printing or if printing is necessary the fee will be charged as set by third party vendor;**

6.03 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

6.04 Training of Judges and Clerks at $7.00 per hour per person;

6.05 Fee for Publications of all notices and newspaper advertisements;

6.06 Fee for Early Voting and General Election Combination forms and election kits at fee set by third party vendor at the time of the election; No charge for provisional bags, table tops if necessary, ballot box(es), Cage Kit, maps, custom signs and sample ballots.

6.07 Rental Fees incurred by early voting polling places and Election Day polling places, as ordered;

6.08 Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the School shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s);

6.09 Pay for the cost of the Ballot Board judge is at $9.00 per hour and Ballot Board clerks is at $8.00 per hour;

6.10 Reimburse the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 If optional supplies and/or services are requested by Entity, fees will be charged in accordance with third party vendors or county fees;

6.12 Reimburse the County for use of wireless cell phones at polling locations;

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. The School shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the School.

C. Full payment of the remaining balance shall be made by the School within thirty (30) days of receipt of the invoice by the School.

D. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

SHARYLAND.ISD

BY: Guillermo Reyna

PRINT: Guillermo Reyna

TITLE: Board President

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Ricky Longoria

TITLE: Board Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

ORDER CALLING SCHOOLHOUSE BOND ELECTION

WHEREAS, the Board of Trustees (the "Board") of the Sharyland Independent School District (the "District") has, among others, the power to issue bonds for the construction and renovation of school buildings in the District and the purchase of the necessary sites therefore; and

WHEREAS, no such bonds shall be issued and no taxes shall be levied to pay bonded indebtedness of said bonds unless authorized by a majority of the resident, qualified electors of the District voting at an election called for such purpose; and

WHEREAS, the Board has determined that it is necessary and convenient to call and conduct an election pursuant to Section 45.003 of the Texas Education Code and Section 41.001(a) of the Texas Election Code to obtain voter authorization to issue such bonds;

IT IS, THEREFORE, ORDERED BY THE BOARD OF TRUSTEES OF THE SHARYLAND INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. An election (the "Election") shall be held on **Saturday, May 8, 2010**, within and throughout the territory of the District at which all resident, qualified electors of the District shall be entitled to vote. The hours during which the polling places are to be open at the Election shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

Section 2. Polling Places; Voting Precincts. The voting precincts for the Election, the boundaries of each voting precinct, and the polling place for each voting precinct are as follows:

The said District will be divided into two election precincts for said Election and the polling place for each election precinct shall be:

Election Precinct One. This election precinct shall be comprised of the county election precincts 54, 74, 84, 88, 74, 101, 105, 125, and 129 which are located north of 2 Mile Line. The polling place for this election precinct shall be at Garza Elementary School located on Taylor Road and 5 mile Line, Mission, Texas.

Election Precinct Two. This election precinct shall be comprised of the county election precincts 38, 47, 48, 63, 83, 84,and 95 which are located south of 2 Mile Line. The polling place for this election precinct shall be located at the Shary Road Fire Sub-Station located at 1804 N. Shary Road, Mission, Texas

Section 3. Proposition. At the Election there shall be submitted to the resident, qualified electors of the District the following proposition:

SHALL THE BOARD OF TRUSTEES (THE "BOARD") OF THE SHARYLAND INDEPENDENT SCHOOL DISTRICT (THE "DISTRICT") BE AUTHORIZED TO ISSUE AND SELL AT ANY PRICE OR PRICES THE BONDS OF THE DISTRICT IN THE AMOUNT OF NINE MILLION NINE HUNDRED EIGHTY FIVE THOUSAND ($9,985,000.00) DOLLARS FOR THE CONSTRUCTION AND EQUIPMENT OF SCHOOL BUILDINGS IN THE DISTRICT (INCLUDING THE REHABILITATION, RENOVATION, IMPROVEMENT AND REPAIR THEREOF), AND THE PURCHASE OF NECESSARY SITES THEREFOR, WHICH BONDS MAY BE ISSUED IN VARIOUS SERIES OR ISSUES, SHALL MATURE SERIALLY OR OTHERWISE NOT MORE THAN 40 YEARS FROM THEIR DATE OR DATES AND BEAR INTEREST AT SUCH RATE OR RATES (FIXED, VARIABLE, FLOATING, ADJUSTABLE OR OTHERWISE) AS SHALL BE DETERMINED BY THE BOARD WITHIN ITS DISCRETION AT THE TIME OF ISSUANCE, BUT NOT TO EXCEED THE MAXIMUM RATE NOW OR HEREAFTER AUTHORIZED BY LAW; AND SHALL THE BOARD BE AUTHORIZED TO LEVY AND PLEDGE, AND CAUSE TO BE ASSESSED AND COLLECTED, ANNUAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY IN THE DISTRICT SUFFICIENT, WITHOUT LIMIT AS TO RATE OR AMOUNT, TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE, ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING PARTICULARLY (BUT NOT BY WAY OF LIMITATION) SUBCHAPTER A OF CHAPTER 45 OF THE TEXAS EDUCATION CODE, TOGETHER WITH ALL AMENDMENTS AND ADDITIONS THERETO, AND OF THE UNITED STATES OF AMERICA?

Section 4. **Form of Proposition on Ballot.** At Early Voting and at the Election, the proposition shall be submitted to the voters in substantially in the following form:

"Place an "X" in the square beside the statement indicating the way you wish to vote."

[ ] FOR

THE ISSUANCE OF $ NINE MILLION NINE HUNDRED EIGHTY FIVE THOUSAND DOLLARS ($9,985,000.00) IN BONDS AND THE LEVYING OF THE TAX IN PAYMENT THEREOF?

[ ] AGAINST

Section 5. **Early voting ballot application**. The address where application for an early voting ballot to be voted by mail may be made and to which ballots voted by mail may be sent to is Early Voting Clerk, 101 S. 10th Avenue, Edinburg, Texas, 78540. The telecopier number

to the Early Voting Clerk is (956) 393-2039.

Section 6. **Early voting day, dates, hours, and polling place**. Early voting shall commence on **Monday, April 26, 2010** and terminate on **Tuesday, May 4, 2010**. The main polling place for early voting will be at Shary Road Fire Sub-Station, 1804 N. Shary Road, Mission, Texas. Early voting shall be conducted in accordance with the Texas Election Code on the following days, dates, and hours during the early voting period:

Day and Date		Hours
Monday, April 26, 2010	-	8:00 a.m. to 6:00 p.m.
Tuesday, April 27, 2010	-	8:00 a.m. to 6:00 p.m.
Wednesday, April 28, 2010	-	8:00 a.m. to 6:00 p.m.
Thursday, April 29, 2010	-	8:00 a.m. to 6:00 p.m.
Friday, April 30, 2010	-	8:00 a.m. to 6:00 p.m.
Saturday, May 1, 2010	-	7:00 a.m. to 7:00 p.m.
Monday, May 3, 2010	-	8:00 a.m. to 6:00 p.m.
Tuesday, May 4, 2010	-	8:00 a.m. to 6:00 p.m.

Section 7. **Notice of Election**. Notice of the Election shall be given in the manner prescribed by the Texas Election Code.

Section 8. **Authority to Execute**. The President of the Board of Trustees is authorized to execute, and the Secretary of the Board of Trustees is authorized to attest this Election Order on behalf of the Board. The President of the Board of Trustees is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

PASSED AND APPROVED on the 23th day of February, 2010.

Guillermo Reyna
President, Board of Trustees
Sharyland Independent School District

ATTEST:

Ricky Longoria
Secretary, Board of Trustees
Sharyland Independent School District

[SEAL]

AI-20288 **17.A.**

CLIA Lab User Fees & TX BF Coalition

CC REGULAR

Date:	03/16/2010
Submitted By:	Margarita Gonzalez, WIC
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

1.Requesting approval to pay Clia Laboratory Program in the amount of $150.00 (through req#171451
P.O. 636825) for the fees for Certificate of Waiver for the Hidalgo County WIC Program with authority for County Treasurer to issue the check after the review, audit, and processing procedures are completed by the auditor.

2. Requesting approval to pay the Texas Breastfeeding Coalition Membership Application in the amount
of $25.00 (through req. 172079) for membership dues with authority for County Treasurer to issue the checks after the review, audit, and processing procedures are completed by the Auditor.

BACKGROUND

Attachments:
0.1292.441.00.350.001.0.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-811

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

BUDGETARY IMPACT:

Amount available in Requisition# 171451 in the amount of $150.00 as of 3/12/10 for CLIA Laboratory Program.

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-810

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

BUDGETARY IMPACT:

Amount available in Requisition#172079 in the amount of $25.00 as of 3/12/10 for Texas Breastfeeding Coalition.

Attachments

Link: Clia Waiver

Link: TX BF Coalition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 02:25 PM	APRV
2	Erika Zamora	Erika Zamora	03/12/2010 02:40 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Margarita Gonzalez

Started On: 03/09/2010 03:40 PM

Final Approval Date: 03/12/2010

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

CLIA LABORATORY USER FEES

CLIA ID Number	Fees for Certificate of	Certificate Period
45D0889035	WAIVER	07/18/2010-07/17/2012
Payment Due Date	**Total Payment Due**	
03/02/2010	$150.00	

CURRENT CHARGES

Bill Date	Description	Amount
01/16/2010	CERTIFICATE FEE	$150.00

Our records indicate that your laboratory has requested a Certificate under the provisions of the Clinical Laboratory Improvement Amendments (CLIA) Program. The CLIA law promotes the quality and reliability of laboratory tests performed throughout the nation. The law also requires the Department of Health and Human Services (DHHS), Centers for Medicare & Medicaid Services (CMS) to assess fees to cover all costs of administering the program, including registering laboratories, issuing certificates and conducting onsite surveys.

45D0889035
HIDALGO COUNTY WIC PROGRAM
3105 WEST UNIVERSITY DRIVE
EDINBURG, TX 78539-9406

If changes are required to your certificate, you may make them on the reverse side of this form and mail it to the state agency listed below.
For more information about CLIA, visit our website at *www.cms.hhs.gov/CLIA* or contact the state agency with any questions.

State Agency Name and Phone Number to report changes: **DO NOT send the fee coupon or payment to the state agency.**

HEALTH FACILITY COMPLIANCE DIVISION
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TX 78756-3199
(512)834-6792

DO NOT SEND PAYMENT TO THE STATE AGENCY

Note: All fees must be paid in full prior to any CLIA inspection or issuance of any CLIA certificate. Advance billing allows time to schedule and perform an inspection, if applicable, and allows time to issue the appropriate certificate. When renewing a certificate, if full payment is not received prior to the begin date of the above certificate period, your current certificate will be terminated and you may not legally perform testing after this date.

Form CMS-35 (04/08)

TEAR HERE

CLIA LABORATORY PROGRAM
P. O. BOX 70948
CHARLOTTE, NC 28272-0948

Payment Due Date:	Total Payment Due:
03/02/2010	$150.00

Make check payable to: CLIA Laboratory Program

Do not send name or address changes with your remittance

45D0889035
HIDALGO COUNTY WIC PROGRAM
3105 WEST UNIVERSITY DRIVE
EDINBURG, TX 78539-9406

Mail check to:

CLIA LABORATORY PROGRAM
P. O. BOX 70948
CHARLOTTE, NC 28272-0948

13 bills_011610 0889035000000000001001160000150000000000000000150007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Norma L. Longoria - WIC Director, do hereby state that my membership in the Texas Breastfeeding Coalition on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Norma Longoria

TITLE: WIC Director

Before me Ana Singleterry, a Notary Public, appeared Norma L. Longoria, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Ana M Singleterry
My Commission Expires
09/28/2013

Ana Singleterry
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

Membership Application

Home
Local Coalitions
Links
About Us
Legislation
Breastfeeding Help
Organization Members
Strategic Plan

Texas Breastfeeding Coalition Membership Application

Please copy this information into an email and send to txbfcoalition@yahoo.com or mail along with your membership dues.

Membership type: ___ Individual __X__ Organization

Annual dues: ___$10 individual __X__ $25 non-profits ___ $50 business
Make check payable to the Texas Breastfeeding Coalition and mail to: 6724 Oasis Dr., Austin, TX 78749

Name: Norma L. Longoria

Address: 3105 W. University

Email Address: norma.longoria@wic.co.hidalgo.tx.us

Phone number: (956)381-4646

Fax number: (956)380-4056

Organization/Affiliation: Hidalgo County WIC Program

Why do you want to be a member of the Texas Breastfeeding Coalition?
Our agency provides BF counseling to our BF moms.
In which of the following areas do you have experience/expertise. Please describe briefly.

___ Legislation (My expertise is:

___ Media/PR (My expertise is:

___ Website development (My expertise is:

___ Medical school training/ CME (My expertise is:

___ Nursing school training / CNE (My expertise is:

___ Other professional training (My expertise is:

___ Businesses (My expertise is:

___ Texas legislature (My expertise is:

__X__ City / county government (My expertise is:

___ Hospitals (My expertise is:

__X__ Clinics (My expertise is:

___ Faith based organizations (My expertise is:

___ Schools K – 12 (My expertise is:

___ Colleges (My expertise is:

___ Community based organizations (My expertise is:

__x__ World Breastfeeding Week celebrations (My expertise is:

___ Quintessence Challenge (My expertise is:

___ Promoting local programs (My expertise is:

___ Other: _____

AI-20246 **18.A.**

Acceptance of donation - computers/printers

CC REGULAR

Date:	03/16/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	H.Garza - Pct. 2
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Approval to accept donation of four (4) Dell computers and two (2) HP Laserjet printers from Texas Department of Family & Protective Services to be used at the Community Resource Centers (CRCs)

BACKGROUND

As per Diana Castillo the value on the items is approximately $250.00

4 computers @ $250.00 = $1000.00

2 printers @ $250.00 = $500.00
Total combined = $1500.00

See attached documentation for specific model information on equipment.
Thanks
Manny Casas

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: request computers

Link: serial numbers for machines

Link: request printers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/04/2010 04:51 PM	APRV
2	Roland Garcia	Rolando Garcia	03/05/2010 04:23 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Monica Badillo

Started On: 03/04/2010 03:37 PM

Final Approval Date: 03/12/2010

CERTIFICATE OF ACQUISITION
BY POLITICAL SUBDIVISION OR ASSISTANCE ORGANIZATION
(Authorized in Texas Government Code, Title 10, Subtitle D, Chapter 2175

Property No.	Description of Surplus Property	Transfer Price (if any)	Month & Yr. Listed on Comptroller's office Web
530-009189	Dell GX280	0.00	
530-107996	Dell GX280	0.00	
530-006436	Dell GX280	0.00	
530-009180	Dell GX280	0.00	

This is to certify the above property has been acquired from:

TEXAS DEPT. OF FAMILY & PROTECTIVE SERVICES **530** by **Hidalgo County Precint No. 2.**
Name of State Agency **Agency No.** **Name of Political Subdivision/Assistance Organization**

Organizations applying as "nonprofit organizations" or "assistance organizations" must provide a copy of a letter from the Internal Revenue Service designating nonprofit status, a copy of the Articles of Incorporation, Bylaws, Certificate of Incorporation or other acceptable documentation of their qualifying status under Chapter 2175, Texas Government Code. Local workforce boards may also provide a copy of their contract with the Texas Workforce Commission. Assistance organizations obtaining computer equipment for a school district(s) must provide a copy of a letter from the school district(s) designating it as acting on behalf of the district(s) and/or its students and their families.

Check the appropriate box that describes your organization and provide documentation of qualifying status.

(1) ☒ **Political Subdivision**
Insert category Hidalgo County, Precinct No. 2
(Such as city, county, school district, volunteer fire department)

(2) **Assistance Organization**

(A) ☐ A nonprofit organization that provides any of the following: 1) educational, or 2) health, or 3) human services, or 4) assistance to homeless individuals;
(B) ☐ A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
(C) ☐ Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance office of the Agency for International Development;
(D) ☐ A group, including a faith-based group, which enters into a financial or nonfinancial agreement with a health or human services agency to provide services to that agency's clients;
(E) ☐ A non-profit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
(F) ☐ The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Agriculture Code;
(G) ☐ A local workforce development board created under 2308.253 of the Texas Government Code;
(H) ☐ A nonprofit computer bank that solicits, stores, refurbishes, and redistributes used computer equipment to public school students and their families; or
(I) ☐ A nonprofit organization that provides affordable housing.

THE APPLICANT HEREBY CERTIFIES THE INFORMATION PROVIDED IS CORRECT AND COMPLETE:

100 E. CANO E DIDBURG TX, HIDALGO COUNTY, TX 78539
Mailing Address of Political Subdivision or Assistance Organization *City* *Zip Code*

2/9/10 Large Helo Technician (956) 515-8431
Signature-Representative of Political Subdivision or Assistance Organization *Date* *Print/Type Name of Representative and Title* *Telephone No.*

State Agency Complete:

Authorized Signature of Agency Representative *Date* Edinburg *City/Location of Property*
(Signature of agency representative also certifies that any required letters notated above were furnished)

Rolando Garcia

From: Gabriel Navarro [gabriel.navarro@co.hidalgo.tx.us]
Sent: Monday, March 08, 2010 11:45 AM
To: rolando.garcia@co.hidalgo.tx.us
Subject: FW: HP printers

As per our conversation, Hidalgo County Information Technology department's value for the HP printers with Serial numbers.

Thank you,
Gabriel Navarro

From: Stan Ramos [mailto:stan.ramos@co.hidalgo.tx.us]
Sent: Thursday, February 25, 2010 11:38 AM
To: 'Gabriel Navarro'
Subject: FW: HP printers

Here is the info

From: Jorge Helu [mailto:jorge.helu@co.hidalgo.tx.us]
Sent: Tuesday, February 23, 2010 11:54 AM
To: stan.ramos@co.hidalgo.tx.us
Subject: HP printers

Stan:

Here are the Serial Numbers for the two HP printers

USBC073721
JP8BH01758

USBB063181
JP86H06039

Each printer has a value of around $500.00 in this condition.

Thank you.

Jorge Helu
Hidalgo County, TX
IT Help Desk Tech I
100 East Cano 4th Floor
Edinburg, TX 78539
956.292.7010
http://www.co.hidalgo.tx.us/

CERTIFICATE OF ACQUISITION
BY POLITICAL SUBDIVISION OR ASSISTANCE ORGANIZATION
(Authorized in Texas Government Code, Title 10, Subtitle D, Chapter 2175

Property No.	Description of Surplus Property	Transfer Price (if any)	Month & Yr. Listed on Comptroller's office Web site
530-830984	HP 8000N LaserJet	0.00	
530-831024	HP 8000N LaserJet	0.00	

This is to certify the above property has been acquired from:

TEXAS DEPT. OF FAMILY & PROTECTIVE SERVICES **530** by **Hidalgo County Precint No. 2**.
Name of State Agency **Agency No.** **Name of Political Subdivision/Assistance Organization**

Organizations applying as "nonprofit organizations" or "assistance organizations" must provide a copy of a letter from the Internal Revenue Service designating nonprofit status, a copy of the Articles of Incorporation, Bylaws, Certificate of Incorporation or other acceptable documentation of their qualifying status under Chapter 2175, Texas Government Code. Local workforce boards may also provide a copy of their contract with the Texas Workforce Commission. Assistance organizations obtaining computer equipment for a school district(s) must provide a copy of a letter from the school district(s) designating it as acting on behalf of the district(s) and/or its students and their families.

Check the appropriate box that describes your organization and provide documentation of qualifying status.

(1) ☒ **Political Subdivision**
Insert category Hidalgo County, Precinct No. 2
*(*Such as city, county, school district, volunteer fire department*)*

(2) **Assistance Organization**

(A) ☐ A nonprofit organization that provides any of the following: 1) educational, or 2) health, or 3) human services, or 4) assistance to homeless individuals;
(B) ☐ A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
(C) ☐ Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance office of the Agency for International Development;
(D) ☐ A group, including a faith-based group, which enters into a financial or nonfinancial agreement with a health or human services agency to provide services to that agency's clients;
(E) ☐ A non-profit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
(F) ☐ The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Agriculture Code;
(G) ☐ A local workforce development board created under 2308.253 of the Texas Government Code;
(H) ☐ A nonprofit computer bank that solicits, stores, refurbishes, and redistributes used computer equipment to public school students and their families; or
(I) ☐ A nonprofit organization that provides affordable housing.

THE APPLICANT HEREBY CERTIFIES THE INFORMATION PROVIDED IS CORRECT AND COMPLETE:

100 E. Cano Edinburg TX Hidalgo County, TX 78539
Mailing Address of Political Subdivision or Assistance Organization *City* *Zip Code*

2/23/10 Jorge Hello Technician (956) 318-8431
Signature-Representative of Political Subdivision or Assistance Organization *Date* *Print/Type Name of Representative and Title* *Telephone No.*

State Agency Complete:

Dilena Castillo 2/23/10 Edinburg
Authorized Signature of Agency Representative *Date* *City/Location of Property*
(Signature of agency representative also certifies that any required letters notated above were furnished)

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

June 29, 2009

Leonel Vela
Health & Human Services Commission
Office of Border Affairs
Harlingen Office
601 West Sesame Drive
Harlingen, Texas 78550

And at

McAllen Office
4501 West Business Hwy. 83
McAllen, Texas 78501

Re: Computers at our Community Resource Centers

Dear Mr. Vela:

Hidalgo County Pct. 2 is a political subdivision of local county government here in Hidalgo County, Texas. Within our precinct, we house two Community Resource Centers. These centers operate as an information hub as well as a public service outreach element to the surrounding communities. We house and are able to offer local government services such as WIC, Head Start, Hidalgo County Tax Office as well as community outreach programs that target self improvement or personal development.

The centers would benefit greatly from ANY technical hardware that your office may be considering to deem or assign as "surplus". Presently, both centers provide personal and group tutorials such as English as a Second Language (ESL), General Education Diploma (GED), and other self-improvement courses without the benefit of any technical support. Both centers are in need of the following:

- Computers (Pentium 4 or better) complete with monitors, speakers, accompanying software, keyboards, mouse, and wire connections.
  - 10 for San Juan CRC
  - 10 for Alamo CRC
- Laptops – as a substitute for computers listed hereinabove.
- Computer work centers/desks. (20)
  - Work centers or tables

301 EAST STATE STREET ☆ PHARR, TEXAS 78577 ☆ TEL: 956.787.1891 ☆ FAX: 956.787.4683

- Accompanying chairs
  - 10 for San Juan CRC
  - 10 for Alamo CRC

Both centers are in the process of designating a room or area for computer lab activities and other related functions. Since both centers serve an underprivileged area and underserved people, your assignment of these components would benefit the community significantly. We propose implementing an "afterschool study lab" or an "internet classroom" scenario in which children with economic burdens can truly appreciate direct access to a computer or to the world via the internet.

We are truly appreciative and await any communications with regards to your proposed allocation of surplus. At your leisure, I invite you and yours to become acquainted with our centers and their activities, objectives and prospective plans. You may reach me anytime at 956.221.4466 at your leisure.

Once again, I thank you.

Sincerely,

Hector "Tito" Palacios
County Commissioner

Cc: County Commissioners Court

AI-20335 **18.B.**

Create Temporary Positions for Summer at Las Milpas Pool.

CC REGULAR

Date:	03/16/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

1. Approval to create two (2) temporary part-time Attendant positions, slot no.'s T026 & T027, set salary at $8.65 per hour. Positions not to exceed six months.
2. Approval to create three (3) temporary part-time Lifeguard positons, slot no.'s T028, T029 & T030, set salary at $9.50 per hour. Positions not to exceed six months.
3. Approval of appropriation of funds.
4. Approval of revised salary schedule.

BACKGROUND

Temporary employees will work for approximately 10 weeks (36 hrs per week) for the Summer starting on enrollment date of June 7, 2010 until August 15, 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1212-452-00-122-008-0-122

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

BUDGETARY IMPACT:

To be funded from Pct.2 Parks fund balance.

Attachments

Link: Fiscal Note

Link: appropriation

Link: Revised Salary Schedule

Link: PARs

Link: Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/11/2010 09:13 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/12/2010 02:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 05:23 PM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Yolanda Cisneros Started On: 03/11/2010 08:18 AM

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, March 16, 2010 **Agenda Item:** 20335

Summary of request/proposal:
Parks Pct. 2 Dept. is requesting the approval to create two (2) temporary part-time Attendant positions, slot no.'s T026 & T027, budgeted hourly rate $8.65; also, approval to create three (3) temporary part-time Lifeguard positions, slot no.'s T028, T029 & T030, budgeted hourly rate $9.50.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1212	ATTENDANT	T026	122	0.00	8,996.00	8,996.00
1212	ATTENDANT	T027	122	0.00	8,996.00	8,996.00
1212	LIFEGUARD	T028	122	0.00	9,880.00	9,880.00
1212	LIFEGUARD	T029	122	0.00	9,880.00	9,880.00
1212	LIFEGUARD	T030	122	0.00	9,880.00	9,880.00
				0.00	47,632.00	47,632.00

Salaries prorated as follows:

9.50 X 36HRS= 342.00 X 3 EMPLOYEES X 10 WEEKS = $10,260.00
8.65 X 36HRS =311.40 X 2 EMPLOYEES X 10 WEEKS = $6,228.00 } **16,488.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1212-452-00-122-008-0- 122	PARKS PCT. 2 - TERM P/T EMPLOYEES	$16,488.00
0-1212-452-00-122-008-0- 211	PARKS PCT. 2 - HEALTH INSURANCE	$0.00
0-1212-452-00-122-008-0- 212	PARKS PCT. 2 - LIFE INSURANCE	$0.00
0-1212-452-00-122-008-0- 220	PARKS PCT. 2 - FICA	$1,261.33
0-1212-452-00-122-008-0- 230	PARKS PCT. 2 - RETIREMENT	$1,569.66
0-1212-452-00-122-008-0- 250	PARKS PCT. 2 - UNEMPLOYMENT COMP	$82.44
0-1212-452-00-122-008-0- 260	PARKS PCT. 2 - WORKER'S COMP	$0.00
	2010 Budgetary Impact	$19,401.43

2011 Budgetary Impact: **N/A**

Possible Funding Sources: **Pct. 2 Parks Fund Balance**
(Proration based on 36 hours a week for 10 weeks.)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: March 12, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Parks Pct. 2

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1212-452-00-122-008-0-122	Parks Pct. 2 -	Temp P/T Employee	16,488.00
0-1212-452-00-122-008-0-220	Parks Pct. 2 -	FICA	1,261.33
0-1212-452-00-122-008-0-230	Parks Pct. 2 -	Retirement	1,569.66
0-1212-452-00-122-008-0-250	Parks Pct. 2 -	Unemployment Comp.	82.44
		TOTAL BUDGET INCREASE (DECREASE)	**19,401.43**

REASON: To appropriate funding for the Parks Pct. 2 to fund salary and related fringe benefit expenditures for two (2) Attendant positions Slot no.'s T026-T027 and three (3) Lifeguard positions, slot no.'s T028, T029 & T030 for the Las Milpas Pool.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1212-452-00-122-008-0

AI - 20335

PARKS PCT. 2

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	FOREMAN	32,568.00	0.00	0.00	0	0.00	0.00	32,568.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	CRC COORDINATOR	31,770.90	0.00	0.00	0	0.00	0.00	31,771.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	MAINTENANCE III	27,424.00	0.00	0.00	0	0.00	0.00	27,424.00	27,424.00	1,200.00	0.00	0.00	0.00	0.00	28,624.00
0004	113	MAINTENANCE I	26,059.00	0.00	0.00	0	0.00	0.00	26,059.00	23,589.00	540.00	0.00	0.00	0.00	0.00	24,129.00
0005	113	MAINTENANCE I	25,854.00	0.00	0.00	0	0.00	0.00	25,854.00	22,805.00	0.00	0.00	0.00	0.00	0.00	22,805.00
0006	113	MAINTENANCE I	24,907.00	0.00	0.00	0	0.00	0.00	24,907.00	20,689.00	0.00	0.00	0.00	0.00	0.00	20,689.00
0007	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	420.00	0.00	0.00	0.00	0.00	22,765.00
0009	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0010	113	MAINTENANCE I	22,285.00	0.00	0.00	0	0.00	0.00	22,285.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0011	113	MAINTENANCE I	22,285.00	0.00	0.00	0	0.00	0.00	22,285.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
0014	113	EXECUTIVE ASSISTANT	10,500.00	0.00	0.00	0	0.00	0.00	10,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018	113	CHIEF ADMIN	7,350.00	0.00	0.00	0	0.00	0.00	7,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0024	113	MAINTENANCE I	21,760.00	0.00	0.00	0	0.00	0.00	21,760.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
0025	113	MAINTENANCE I	21,760.00	0.00	0.00	0	0.00	0.00	21,760.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
T026	**122**	**CREATE THE FOLLOWING: ↓ ATTENDANT**	**0.00**	**8,996.00**	**8,996.00**	**0**	**0.00**	**0.00**	**8,996.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T027	**122**	**CREATE THE FOLLOWING: ↓ ATTENDANT**	**0.00**	**8,996.00**	**8,996.00**	**0**	**0.00**	**0.00**	**8,996.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T028	**122**	**CREATE THE FOLLOWING: ↓ LIFEGUARD**	**0.00**	**9,880.00**	**9,880.00**	**0**	**0.00**	**0.00**	**9,880.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T029	**122**	**CREATE THE FOLLOWING: ↓ LIFEGUARD**	**0.00**	**9,880.00**	**9,880.00**	**0**	**0.00**	**0.00**	**9,880.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T030	**122**	**CREATE THE FOLLOWING: ↓ LIFEGUARD**	**0.00**	**9,880.00**	**9,880.00**	**0**	**0.00**	**0.00**	**9,880.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			341,557.90	341,557.90	341,557.90		0.00	0.00	389,190.00	215,917.00	2,520.00	0.00	0.00	0.00	0.00	218,437.00

1. Approval to create two (2) temporary part-time Attendant positions, slot no.'s T026 & T027, set salary @$8.65 per hour. Positions not to exceed six months and/or 12/31/2010.
2. Approval to create three (3) temporary part-time Lifeguards positons, slot no.'s T028, T029 & T030, set salary at $9.50 per hour. Positions not to exceed six months and/or 12/31/2010.
All personnel actions pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
HIDALGO COUNTY PRECINCT 2 /#122

DATE:
03/10/2010

CURRENT POSITION TITLE:
N/A

CURRENT SLOT. #:
122/008-T028
122/008-T029
122/008-T030

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
LIFEGUARD (3 POSITIONS)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ ~~$19,760~~ 9,880.00 $9.50/HR. /YR X 3 POSITIONS (Proposed Budgeted Salary) = ~~$59,280~~ 29,640.00 /YR (Net Change)

Position to be funded from one of the following:

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

☒ Other FUND BALANCE (Est. Actual expense based on 36hr/wk for approximately 10 weeks @ $9.50/hr x 3 positions = $10,260.00 for salaries)

POSITION Type:

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

$9.50
Enter hourly rate for temp. positions

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

$ 9.50 x ~~2080~~ 1040 hrs=~~$19,760.00~~ 9,880.00 Annually
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/07/2010	08/15/2010	1:00pm – 7:00pm Tuesday – Sunday	36	10 weeks
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	☒

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

Appropriate Certified Lifeguards are required to open LAS MILPAS PARK/POOL for ensuring and maintaing public safety for our recreation facility.

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

SEE JOB DESCRIPTION ATTACHED

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

MUST HAVE A VALID TEXAS DRIVERS LICENSE & MUST BE 18 YEARS OR OLDER

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	03/10/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Precinct 2 / #122

DATE: 03/10/2010

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 122/008-T026 122/008-T027

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
Attendant (2 Positions)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ $0.00 (Current Budgeted Salary) $ ~~$17,992/yr~~ 8,996.00 $8.65/Hr. X 2positons (Proposed Budgeted Salary) $ ~~=$35,984/yr.~~ 17,992.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Fund Balance (Est. Actual expense base on 36 hrs/wk for approximate 10 wks @ $8.65/hr X 2 Positions =$6,228.00 for salaries)

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $8.65/hr

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ $ 8.65 x ~~2080~~ 1040 hrs = ~~$17,992.00~~ 8,996.00 Annually

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

06/07/2010	08/15/2010	1:00pm -7:00pm Tuesday - Sunday	36	10 weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: Exempt ☒ Non-Exempt ☐

FLSA: Exempt ☐ Non-Exempt ☒

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

Attendant is needed to take account of all daily attendance receipts of the pool, and will be doing light clerical duties like filling out reports, making deposits on a daily basis & dropping off reports to main Pct. office.

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

SEE JOB DESCRIPTION ATTACHED

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

MUST HAVE A VALID TEXAS DRIVERS LICENSE & MUST BE 18 YEARS OR OLDER

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

DEPARTMENT HEAD	03/10/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	[ ] YES	[ ] NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PARKS

JOB TITLE: Lifeguard FLSA STATUS: Non-Exempt

DEPARTMENT: 122 CIVIL SERVICE STATUS: Exempt

SUMMARY

This is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility. The lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains daily activity log sheets including daily attendance logs.
- Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets.
- May be required to attend training meetings from time to time and work extra work hours as deemed necessary.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Red Cross or other appropriate certification as a Lifeguard.
- Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must possess a valid Red Cross or other appropriate agency certificate as a Lifeguard.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use pool cleaning equipment.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Knowledge of operational equipment associated with a public recreation facility.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee 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 equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

HIDALGO COUNTY
PARKS

JOB TITLE: Attendant FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUS: EXEMPT

SUMMARY

Performs light clerical duties, responsible for daily attendance figures and receipts, maintains daily log of activities. This is a temporary position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains daily activity log sheets including daily attendance logs.
- Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets.
- May be required to attend training meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and shall inform Parks Foreman/Director of inventory status to enable Foreman/Director to order replacements as needed to insure adequate stock.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Should have experience in a public recreation facility setting including log-keeping and daily attendance receipt tabulations.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use office equipment, such as copier and calculator.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Knowledge of personal computer and software.

- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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

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

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

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee 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 equipment

Maintain mental capacity which permits:
- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

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

Maintain effective audio-visual discrimination and perception needed for:
- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

AI-20279 **19.A.**

Unnamed Road

CC REGULAR

Date: 03/16/2010

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to name an unnamed road as **S. Abram Trail** located south of FM 1427, from the Community of Abram.

BACKGROUND

OK to use by the 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	03/11/2010 02:23 PM	APRV
2	Perla Lopez	Perla Lopez	03/11/2010 02:32 PM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Norma Ceballos — Started On: 03/08/2010 03:51 PM

Final Approval Date: 03/12/2010

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:**	1 INCL. COVER
Phone:		**Date:**	MARCH 5, 2010
Re:	INFORMATION	**CC:**	

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

OKAY TO USE NEW STREET NAME OF:

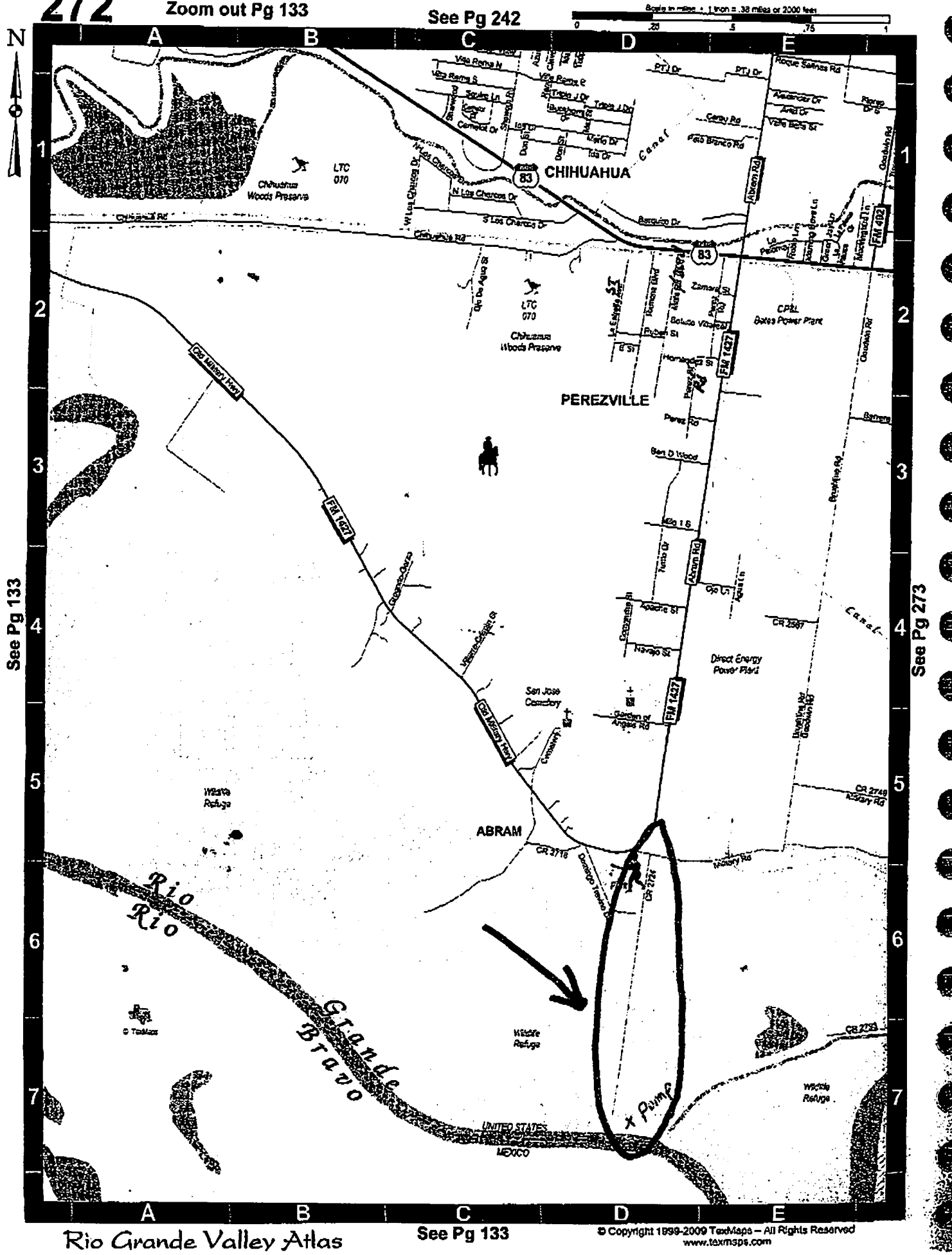
S. ABRAM TRAIL 2100 – 2999

SEE ATTACHED MAP.

272

Zoom out Pg 133

See Pg 242



See Pg 133

See Pg 273

See Pg 133

Rio Grande Valley Atlas

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AI-20247 **20.A.1.**

Appropriation from Unreserved Fund Balance for R&B Department
CC REGULAR

Date:	03/16/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #2:
Approval to appropriate $1,857,158.68 from unreserved Fund Balance in the Pct.2 Road & Bridge (1202) account(s) for the year 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

Balance available from Fund Balance as of 03/11/2010.

Attachments

Link: R&B program 006
Link: BCAP Morningside Offsite prog 900
Link: El Gato Rd Project prog 051
Link: McColl Offsite Drng 047

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/08/2010 03:49 PM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2010 11:09 AM	APRV
3	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 03/04/2010 03:56 PM

Final Approval Date: 03/12/2010

DATE: March 4, 2010

2010
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-006-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
346	HAULING & FREIGHT SERVICES	$100,000.00
673	R&B R&M SUPPLIES	$70,000.00
711	ROW	$150,000.00
731	ROADS	400,000.00
742	HEAVY EQUIPMENT	150,000.00
748	OTHER EQUIPMENT	20,000.00
841	AID TO GOVERNMENT AGENCY	500,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,390,000.00

REASON: Appropriation needed to fund exepected expenditures for projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: March 4, 2010

2010
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-900-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
733	PCT.2-MORNINGSIDE OFFSITE DRAINAGE	$3,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 3,000.00

REASON: This appropriation is needed for BCAP Project Morningside Offsite Drainage Project (WA#4 AI-20182) expected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: March 4, 2010

2010
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-051-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
841	AID TO GOVERNMENT AGENCY	$400,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 400,000.00

REASON: This appropriation is needed for El Gato Rd Project (FM907 W. to Tower Rd E.)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: March 5, 2010

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 0-1202-431-00-122-047-0-XXX

2010
Appropriation

AI-20247

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
719	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-LAND	$64,158.68
	TOTAL BUDGET INCREASE (DECREASE)	$ 64,158.68

REASON: This appropriation is needed for McColl Offsite Drainage Project purchase of land.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20291 **20.A.2.**

COPS Universal Retention Phase Grant- 2009 Deobligation of Funds

CC REGULAR

Date:	03/16/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

COPS Universal Hiring 15 Rentention Phase (1284):
Approval to deobligate cash match funds from the COPS Universal Hiring 15 Retention Phase for FY 2009 (fund 1284, program #022) and appropriate into Countywide Administration Contingency (fund 1100) in the amount of $23,296.17.

BACKGROUND

These monies are unused cash match funds for the COPS Universal Hiring 15 Retention Phase grant for FY 2009 to be appropriate back into Countywide Adm., pending CC approval.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-022-0-XXX

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

BUDGETARY IMPACT:

Deobligation of funds for the COPS Universal Hiring 15 Retention Phase for FY 2009. These are unused cash match funds to be appropriated into Co. Wide Adm. Contingency.

Attachments

Link: COPS Retention Phase Deobligation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/10/2010 07:53 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2010 08:45 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/11/2010 01:23 PM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Ivan Cantu Started On: 03/09/2010 04:43 PM

Final Approval Date: 03/12/2010

DATE: March 10, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for COPS Universal Hiring 15 Retention Phase

2009
Deobligation

ACCOUNT NUMBER: **9-1XXX-X91-01-000-X0X-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-00-115-002-0-	899	Co. Wide Adm.-	Contingency	23,296.17
9-1100-491-01-000-284-0-	**891**	**Transfers Out-**	**Desig. Purp Lvl 4**	**(23,296.17)**
9-1284-391-01-000-100-0-	**000**	**Transfers In-**	**General Fund**	**(23,296.17)**
9-1284-421-00-280-022-0-	113	COPS Universal Hiring 15-	Reg F/T Employees	(5,304.52)
9-1284-421-00-280-022-0-	115	COPS Universal Hiring 15-	Longevity Pay	(665.69)
9-1284-421-00-280-022-0-	117	COPS Universal Hiring 15-	Supplemental Pay	(42.35)
9-1284-421-00-280-022-0-	119	COPS Universal Hiring 15-	Clothing Allowance	(63.47)
9-1284-421-00-280-022-0-	211	COPS Universal Hiring 15-	Health Insurance	(8,151.46)
9-1284-421-00-280-022-0-	212	COPS Universal Hiring 15-	Life Insurance	(46.94)
9-1284-421-00-280-022-0-	220	COPS Universal Hiring 15-	FICA	(1,913.48)
9-1284-421-00-280-022-0-	230	COPS Universal Hiring 15-	Retirement	(403.02)
9-1284-421-00-280-022-0-	250	COPS Universal Hiring 15-	Unemployment	(102.80)
9-1284-421-00-280-022-0-	260	COPS Universal Hiring 15-	Workers Comp	(6,602.44)
			TOTAL BUDGET INCREASE (DECREASE)	**23,296.17**

REASON: To deobligate unused cash match funds for the COPS Universal Hiring 15 Retention Phase grant for FY 2009. Grant ended on 12-31-09, monies will be appropriated into Co. Wide Adm. Contingency.

DEPARTMENT HEAD SIGNATURE

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

AI-20329 **21.A.4.**

Courthouse-Investigative Field Research/Assessment for Removal of Cast Stone, Capping, Lose Wall Tiles

CC REGULAR

Date:	03/16/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation of a proposal solicited by Facilities Management Department Manager, Richard Sunday and received from Herrera & Hunt , Inc. (awarded job order contractor-through Hidalgo County's membership/participation with Harris County Department of Education's-JOC Program) requesting the provision of labor, material and related accessories/services, including , but not limited to: "Assessment and Removal of three (3) stone slabs at Hidalgo County Courthouse (facade)" in the amount of $2,736.33.

BACKGROUND

Choice of vendor was based on similar past situation and having this vendor provide a satisfactory solution to problem.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Req #171839 for Herrera & Hunt-Amount available as of 3-12-10 $2,736.33.

Attachments

Link: Bkp -H&H Proposal and Requ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 04:35 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 04:40 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 02:02 PM	APRV
4	Ivan Cantu	Ivan Cantu	03/12/2010 02:37 PM	APRV
5	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Moises Salazar Started On: 03/10/2010 04:59 PM

Final Approval Date: 03/12/2010

171829

135-50

R.S. Means					Herrera & Hunt Inc.							
Construction Plaza					Job order Contracting Program Providers.							
63 Smiths Lane					Hidalgo County Court House Cast Stone							
Kingston, MA 02364-0800					Investigations.							
RS Means Unit Price Installing Contractor Report					HCDE-Job No. 07/007JC							
Line Number	Description	Daily Output	Quantity	Unit	Unit Material	Ext. Material	Unit Labor	Ext. Labor	Unit Total	Ext. Total	Ext. O&P	Ext. Total Incl O&P
Division 01 General Requirements												
013113200160	Field Personnel, general purpose laborer, average		2.00	Week			$625.00	$1,250.00	$625.00	$1,250.00	$670.00	$1,920.00
013113200240	Field Personnel, superintendent,		1.00	Week			$805.00	$805.00	$805.00	$805.00	$420.21	$1,225.21
Totals for Division 01 General Requirements							$1,430.00	$2,055	$1,430.00	$2,055		$3,145.21
Estimate Subtotal							$1,430.00	$2,055	$1,430.00	$2,055		$3,145.21
Total Estimate												$3,145.21
Contingency	Not Applied					Not						
	RS Means National Averages Cost with the City of McAllen Cost Index Applied						$ 3,145.21					
	Choice Facility Partners Competitive Bid Coefficient Applied					0.870	$ 2,736.33					
	Herrera and Hunt Lump Sum Proposal		Weekly rate for a three man crew				$ 2,736.33					
			Hourly rate for a three man crew				$ 68.41					

345

The Scope Of Work

This is the weekly and crew hourly rate to provide adequate manpower for the safe removal of cast stone capping and wall tiles that are lose on the Hidalgo County Court House building, upon removal of any tiles, seal coat areas of concern with proper and adequate sealer, tiles shall be removed only at the discretion and direction of the Owners Authorized Representative (OAR) Other work that may be covered in this scope is to perform investigative in field research including photo documentation, to determine the extent of damage or failing structural cast stone attachments, provide client with a written report of findings and recommendations. We have a bore scope remote camera for non destructive visualization and inspection behind the wall that we will utilize in an attempt of inspecting the conditions of the cast stone structural fasteners.

At this time, it is understood that this work shall be carried out without the need of a man lifting and or hoisting equipment, should it become necessary to use such equipment, this equipment can be supplied to the project by the client and his resources . If it requested that we provide this equipment then the cost thereof will be discussed and approved in writing prior to such an event and become part of this delivery order request.

Requisition

Req # 00171839

PO #

Date: 03/05/10

Bill To: x
x

Vendor : 347868
HERRERA & HUNT, INC
1837 CISCO DRIVE
LOS FRESNOS TX 78566
FAX (956)233-5836

Ship To: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

Contact: **ALMA**
956-289-7851

Contract No:

Special Instructions:
REQ 345

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HCDE-JOB NO. 07/007JC		
		DO NOT DUPLICATE ORDER		
1.00		Proposal to Remove Cast Stone,Capping,Wall Tiles that are lose at the Courthouse		.00
2.00	EACH	Field Personnel,General Purpose Laborer,Average,2Weeks @ $625.00ea	625.00	1,250.00
1.00	EACH	Ext. O&P	670.00	670.00
1.00	EACH	Field Personnel Superintendent @ 1week$805.00	805.00	805.00
1.00	EACH	Ext. O&P	420.21	420.21
1.00	EACH	Choice Facility Partners Competitive Bid Coefficient Applied@ 0.870	-408.88	-408.88
		Account No	Encumbrance	
		0-1100-419-40-220-001-0-431	2,736.33	
			Freight	.00
			Total	2,736.33
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-20313 **21.A.5.**

Old Administration Building 3rd Floor Renovations-Invoice Payment-Carrier -Replacement of A/C Handler

CC REGULAR

Date: 03/16/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of invoice # B002018650 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 those amounts eligible and confirmed for payment of $2,884.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO #625760 Available funding as of 03/12/10. rc

Attachments

Link: Carrier Inv B002018650

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:31 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:27 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 02:51 PM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Moises Salazar Started On: 03/10/2010 03:19 PM

Final Approval Date: 03/12/2010

INVOICE

USTOMER ORDER NO.-FINAL BILL INDICATOR		DATE	INVOICE NUMBER
625760 N		12/16/09	80020 16650

USTOMER 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. #TACLA#24872C.

OLD TO: HIDALGO COUNTY PURCHASING
ATTN ACCOUNTS PAYABLE 9562927612
100 EAST CANO 1ST FLOOR
EDINBURG TX 78539

HIP TO: HIDALGO COUNTY 3RD FLOOR
100 EAST CANO
EDINBURG TX 78539

ARK OR:

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	N

BILL OF LADING NUMBER	SHIPMENT WEIGHT	CONTAINER TYPE	NO. OF CONTAINERS

SHIPPED VIA	DESTINATION CODE	SHIPPED DATE
	1060	12/16/09

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:

INE	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			6884.00 AHU, CONTROLS, VAV AND DUCTWORK.	6884.00
						SUBTOTAL		6884.00
						TOTAL		6884.00

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

RECEIVED BY COUNTY AUDITOR
2010 FEB 17 AM 9:36

buy board items OK to pay 2,884.00 +
not buyboard items cannot pay 4000.00
6,884.00

0-1336-419-00-115 0730-452
P.O.# 625760

2/17/10

CARRIER CORPORATION, A DELAWARE CORP. F.E.I.N. 06-0991716	1 1/4 % 10 DAYS N30	DUE 01/15/10 NET	6884.00 AMOU

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-20295 **21.A.6.**

Renewal-Letter Of Engagement-Bond Counsel (E-09-150-03-17)

CC REGULAR

Date:	03/16/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion, consideration, and action in connection with the renewal for an additional one (1) year (as provided in the current letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-30-115-021-0-339

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

BUDGETARY IMPACT:

$454,862.73 Available balance as of 03/12/10. rc
SERVICES ON AN AS NEEDED BASIS.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-30-115-021-0-339

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

BUDGETARY IMPACT:

$251,717.52 Available balance as of 03/12/10. rc
SERVICES ON AN AS NEEDED BASIS.

Attachments

Link: Letter Of Engagement Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:27 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:26 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/12/2010 02:17 PM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Vangie Garcia Started On: 03/09/2010 05:33 PM

Final Approval Date: 03/12/2010

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to engage the Law Firm of Atlas & Hall as it pertain to cause # C-236-09-D.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to engage the Law Firm of Atlas & Hall as it pertain to EEOC Charge No. 31C-2009-00849.

At this time the Court moved to item #11-A.

B. Discussion, consideration, and action on Hidalgo County's Wireless Communication Services Policy, Guidelines, and Procedures (Cellular Telephone Policy).

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #6-E.

C. Status report on the Old Administration Building Renovation project, to include the area designated for the District Attorney.

Presentation made by Valde Guerra.

At this time the Court moved to Executive Session.

D. Resolution Authorizing Tax Resale

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #16-A.

E. Constable Pct. #4:
Discussion, consideration and action on Order prohibiting the carrying of concealed handguns in county owned and/or leased properties/offices

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to include only the Old Administration Building and the Courthouse.

At this time the Court moved on item #6-B.

F. Presentation for discussion, consideration, and action in connection with the renewal (as provided in the current agreement) for an additional one *(1)* with the Hon. Jesus "Chuy" Ramirez-Law Firm of Ramirez & Guerrero.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

AI-14561 **6.F.**

Renewal of Letter of Engagement-Bond Counsel

CC REGULAR

Date: 03/17/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action in connection with the renewal (as provided in the current agreement) for an additional one (1) with the Hon. Jesus "Chuy" Ramirez-Law Firm of Ramirez & Guerrero.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-30-115-021-0-333 & 339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Object 333 "Legal & Expert Witness" Available Balance as of 3-13-09 $64,285.32
Object 339 "Other Professional Services" Available Balance as of 3-13-09 $277,032.86

Attachments

Link: 561

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/13/2009 02:56 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 03:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/13/2009 03:40 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marty Salazar Started On: 03/13/2009 02:01 PM
Final Approval Date: 03/13/2009

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
600 E. Nolana, Suite 200
McAllen, Texas 78504
Phone: (956) 664-0007
Fax: (956) 664-1770

March 25, 2008

Hon. Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Engagement of Bond Counsel

Honorable Judge Salinas:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimburseable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of $15,000 for up to $3,000,000.00 in principal amount of bonds;

$1,000 for every $1,000,000 from $3,000,000 to $20,000,000;

$750 for every $1,000,000 from $20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of $3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of $200.00 or $175.00, depending on lawyer assigned.

The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum $1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed $1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By: _____
JESUS RAMIREZ

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

_____
Judge

_____
County Clerk

(SEAL)

AI-20182 **21.B.1.**

Approval of Work Authorization(s) #s 2,3,4,5&6 w/Millennium Engineering Group-#C-09-485-01-12

CC REGULAR

Date:	03/16/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of the number and Work Authorizations with Millennium Engineers Group, Inc.-Contract#C-09-485-01-12 for the provision of either geotechnical or engineering services for the following projects:

a. No. 2-estimated fee-$3,760.00-Geotechnical Engineering Services-LJ Drainage Lateral;
b. No. 3-estimated fee-$5,725.00-Geotechnical Engineering Services-Cesar Chavez Drainage Improvemnts;
c. No. 4-estimated fee-$1,882.00-Geotechnical Engineering Services for the Morningside Offsite Drainage;
d. No. 5-estimated fee-$6,606.00-Engineering Services-Cesar Chavez Improvements (Owassa to Sioux);
e. No. 6-estimated fee-$6,606.00-Engineering Services for the Tower Road Improvments (Owassa to Sioux).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-038-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding available in the amount of $156,313.29 (WA #2)

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding available in the amount of $29,644.68 (WA's #3,#5 & #6)

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-900-0-733
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be provided pending approval of appropriation AI-20247 (WA#4)

Attachments

Link: WA#2-LJ Drainage Lateral

Link: WA#3-Cesar Chavez Drainage

Link: WA#4 Morningside Offsite Drainage

Link: WA#5 Cesar Chavez(Owassa to Sioux)

Link: WA#6 Tower Road(Owassa to Sioux)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/09/2010 08:37 AM	APRV
2	Budget & Management	Erika Zamora	03/10/2010 08:34 AM	APRV
3	Roland Garcia	Rolando Garcia	03/11/2010 02:47 PM	APRV
4	Auditor's Office	Angela Garcia	03/12/2010 05:29 PM	APRV

Form Started By: Yolanda Cisneros Started On: 03/02/2010 11:35 AM

Final Approval Date: 03/12/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-485-01-12
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **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 Geotechnical Engineering Services for the **LJ Drainage Lateral** project.

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 **$ 3,760.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposals** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. 0-1339-431-00-122-038-0-733
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 _____,** Commissioner Hector Palacios as to content and detail of this **Work Authorization No.2**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

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 "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

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"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
2/5/2010	01-10-207

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
LJ Drainage Lateral

Description	Qty	Cost	Total
Atterberg Limits	9	59.00	531.00
Passing No. 200 Sieve	6	42.00	252.00
Moisture Content (Small)	24	8.00	192.00
Boring (Soil)(0 to 50 Ft)	75	18.00	1,350.00
Standard Penetration Test	24	10.00	240.00
Principal Engineer	3	125.00	375.00
Mobilization	1	300.00	300.00
Project Management & Coordination	8	65.00	520.00
*Geotechnical Engineering Study includes three (3) 25' Foot Soil Borings for soil classification and water table.			
		Total	$3,760.00

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-485-01-12
Work Authorization Form

WORK AUTHORIZATION NO. 3

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 Geotechnical Engineering Services for the **Cesar Chavez Drainage Improvements** project.

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 **$ 5,725.00.**
This amount is based upon the costs outlined in the Estimated **Cost Proposals** 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. 3 shall be funded through funding source:
Account No. 0-1339-431-00-122-039-0-733
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 _____,** Commissioner Hector Palacios as to content and detail of this **Work Authorization No.3**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

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 "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

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"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
2/5/2010	01-10-208

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
Cesar Chavez Drainage Improvements

Description	Qty	Cost	Total
Atterberg Limits	15	59.00	885.00
Passing No. 200 Sieve	10	42.00	420.00
Moisture Content (Small)	40	8.00	320.00
Boring (Soil)(0 to 50 Ft)	125	18.00	2,250.00
Standard Penetration Test	40	10.00	400.00
Principal Engineer	4	125.00	500.00
Project Management & Coordination	10	65.00	650.00
Mobilization	1	300.00	300.00
*Geotechinical Engineering Study includes five (5) 25' Foot Soil Borings for soil classification and water table.			
		Total	$5,725.00

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-485-01-12
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 Geotechnical Engineering Services for the **Morningside Offsite Drainage** project.

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 **$ 1,882.00.**
This amount is based upon the costs outlined in the Estimated **Cost Proposals** 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. 0-1202-431-00-122-9000-733
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** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.4**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

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 "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

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"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
2/5/2010	01-10-209

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
Morningside Offsite Drainage

Description	Qty	Cost	Total
Atterberg Limits	3	59.00	177.00
Passing No. 200 Sieve	2	42.00	84.00
Moisture Content (Small)	7	8.00	56.00
Boring (Soil)(0 to 50 Ft)	20	18.00	360.00
Standard Penetration Test	7	10.00	70.00
Engr. Technician (Flagman)	4	40.00	160.00
Principal Engineer	2	125.00	250.00
Project Management & Coordination	6	65.00	390.00
Mobilization	1	300.00	300.00
Vehicle Charge	1	35.00	35.00
*Geotechinical Engineering Study includes one (1) 20' Foot Soil Boring for soil classification and water table.			
		Total	$1,882.00

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-485-01-12
Work Authorization Form

WORK AUTHORIZATION NO. 5

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 Engineering Services for the **Cesar Chavez Improvements (Owassa to Sioux)** project.

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 **$ 6,606.00.**
This amount is based upon the costs outlined in the Estimated **Cost Proposals** 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. 5 shall be funded through funding source:
Account No. 0-1339-431-00-122-039-0-733
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 _____,** Commissioner Hector Palacios as to content and detail of this **Work Authorization No.5**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

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 "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

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"

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	01-10-211

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
Cesar Chavez Improv. (Owassa to Sioux)

Description	Qty	Cost	Total
Atterberg Limits	22	59.00	1,298.00
Passing No. 200 Sieve	11	42.00	462.00
Moisture Content (Small)	22	8.00	176.00
Boring (Soil)(0 to 50 Ft)	55	18.00	990.00
Asphalt Cores	11	55.00	605.00
Engr. Technician (Flagman)	16	40.00	640.00
Principal Engineer	10	125.00	1,250.00
Project Management & Coordination	15	65.00	975.00
Vehicle Charge	6	35.00	210.00
*Engineering Study to include Pavement Observations and Recommendations.			
		Total	$6,606.00

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-485-01-12
Work Authorization Form

WORK AUTHORIZATION NO. 6

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 Engineering Services for the **Tower Road Improvements (Owassa to Sioux)** project.

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 **$ 6,606.00.**
This amount is based upon the costs outlined in the Estimated **Cost Proposals** 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. 6 shall be funded through funding source:
Account No. 0-1339-431-00-122-039-0-733
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** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.6**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

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 "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

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"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
2/5/2010	01-10-210

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
Tower Road Improvements (Owassa to Sioux)

Description	Qty	Cost	Total
Atterberg Limits	22	59.00	1,298.00
Passing No. 200 Sieve	11	42.00	462.00
Moisture Content (Small)	22	8.00	176.00
Boring (Soil)(0 to 50 Ft)	55	18.00	990.00
Asphalt Cores	11	55.00	605.00
Engr. Technician (Flagman)	16	40.00	640.00
Principal Engineer	10	125.00	1,250.00
Project Management & Coordination	15	65.00	975.00
Vehicle Charge	6	35.00	210.00
*Engineering Study to include Pavement Observations and Recommendations.			
		Total	$6,606.00

AI-20320 **21.B.2.**

Approval of Supplemental #1-Work Authorization #7- Millenium Engineering-Pct. #2

CC REGULAR

Date:	03/16/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 7 for current contract with Millennium Engineers Group, Inc for the "New Hidalgo County Precinct No. 2 Administrative Buildings," to reflect a $880.00 increase to the total project estimated cost, bringing the total estimated project cost to $40,736.50 C-08-316-10-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-133X-4XX-00-122-0XX-0-720

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

BUDGETARY IMPACT:

0-1332-415-15-122-042-0-720 0-1334-431-00-122-021-0-720
0-1334-441-00-122-041-0-720 0-1334-415-15-122-042-0-720
0-1336-412-00-122-043-0-720
available balances as of 03/12/10.

PO#631532 will need an increase of $880.00 Ref:AI-18180 CC 10/27/09 WA#7 approved

Attachments

Link: Supplemental Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 11:05 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:29 PM	APRV
3	Roland Garcia	Rolando Garcia	03/12/2010 09:25 AM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/10/2010 04:19 PM

Final Approval Date: 03/12/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION No. 7
Contract No. C-08-316-10-28

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Millennium Engineers Group, Inc., Professional Engineers of, Edinburg, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, Owner and the **Engineer** executed Work Authorization No. 7 to contract No. C-08-316-10-28 on the 27th day of October 2009, to provide Construction Materials Testing for the New Hidalgo County Precinct 2 Administrative Buildings in Pharr, Texas. Projects are located in Precinct 2;

WHEREAS, in Work Authorization No. 7 the estimated cost for services under the Work Authorization was $39,856.50, and it has now become necessary to revise the estimated cost by $880.00. This amount is based upon the costs outlined in the **New Estimated Cost Proposal** attached hereto as **EXHIBIT "A".**

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 7 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $ 40,736.50.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and the OWNER have caused this Supplemental Agreement to Work Authorization No. 7 for Construction Materials Testing to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Millennium Engineers Group, Inc.

BY:_____
(Raul Palma)

Address for Giving Notices:
P.O. Box 4569
Edinburg, Texas 78540

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
8/18/2009	09-163-1

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
09M134-New Administrative Bldg PO#631352

Description	Qty	Cost	Total
Atterberg Limits	8	59.00	472.00
Standard Proctor	8	175.00	1,400.00
Field Density (Soils)	275	22.00	6,050.00
Air Content (Pressure)	16	20.00	320.00
Concrete Specimen (Compression)	64	16.00	1,024.00
Grout Prism (Compression)	96	20.00	1,920.00
Mortar Prism (Compression)	72	20.00	1,440.00
Vehicle Charge	102	35.00	3,570.00
Engr. Technician	102	40.00	4,080.00
Engr. Technician (Concrete)	91	43.00	3,913.00
Engr. Technician (Concrete)(OT)	15	64.50	967.50
Senior Engr. Techncian	10	48.00	480.00
Principal Engineer	9	125.00	1,125.00
Certified Welding Inspector	22	85.00	1,870.00
Test Report	198	30.00	5,940.00
Clerical and Administrative	59	40.00	2,360.00
Project Management & Coordination	45	65.00	2,925.00
**SERVICES ADDED IN SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 7:			
Atterberg Limits	10	59.00	590.00
Engr. Technician	4	40.00	160.00
Vehicle Charge	1	35.00	35.00
Test Report	1	30.00	30.00
Project Management & Coordination	1	65.00	65.00

Helping to Build the Rio Grande Valley

Total $40,736.50

AI-20330 **21.C.1.**

Pct 4 Structures/Bldgs.- Prof Services Contract for Arch. Serv. w/ Dannenbaum Engineering Company

CC REGULAR

Date:	03/16/2010
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 a professional architectural services contract with DANNENBAUM ENGINEERING COMPANY for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 4 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/08/09).

BACKGROUND

Contract Document approved by legal counsel

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding would need to be identified on a per project basis for these services.

Attachments

Link: Contract Document- DANNENBAUM (approved by legal counsel)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 12:36 PM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 09:01 AM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Letty Saenz — Started On: 03/10/2010 05:00 PM

Final Approval Date: 03/12/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-265-03-16

THIS CONTRACT is made and entered into this **16TH** day of **March, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Dannenbaum Engineering Company** (the "Architect").

WHEREAS, Architect was selected from the County's pool of architects to provide "on-call" architectural services for **Hidalgo County Precinct No. 4** for projects involving remodeling, alterations and repairs to existing structures in accordance to Exhibit "A", Request for Qualifications ("RFQ") for Architectural Ser vices; and

WHEREAS, this is a non-exclusive contract and the County is not precluded from retaining the services of other architects for projects within **Precinct No. 4** when, in the sole opinion of the County, it would be in the County's best interest to retain the services of another architect;

WHEREAS, on a project by project basis, County shall determine when the services of Architect are required (the "Services"), and shall provide project specifications (the "Specifications") to Architect for Architect's review and response.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Architect hereby agree that this Contract is entered into in order to provide the Services for Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

WITNESS our hands in duplicate originals this ____ day of _____, **2010.**

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

ARCHITECT
Dannenbaum Engineering Company

By: _____

Printed Name: _____
Title: _____
Date: _____

Approved by Commissioners Court on: _____

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

By: _____
Stephen L. Crain

EXHIBIT "A"

REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 23, 2008

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Architectural Services-Hidalgo County"**
(including all funding sources, programs, and entities)
RFQ No: 2009-027-01-14-LRM

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.
Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lrm

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
(including all funding sources, programs, and entities)
"ARCHITECTURAL SERVICES"
RFQ No: 2009-027-01-14-LRM

1. Request For Qualifications Letter, consisting of 1 page.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, consisting of 8 pages.
4. Exhibit B, Evaluation Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.
11. Documentation Required on Building & Road & Bridge Construction Projects, Attachment A, consisting of 1 page.
12. Professional Services Procurement Form, Attachment B, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

December 23, 2008
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

1. **Sealed Statements of Qualifications** will be received for **"Architectural Services-Hidalgo County"(including all funding sources, Programs, and Entities)**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2009-027-01-14-LRM "Architectural Services-Hidalgo County"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, January 16, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to laura.moya@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

RFQ No: 2009-027-01-14-LRM	Buyer: Laura Renteria-Moya	Tel. No: (956) 292-7000 ext. 4860

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)

January 16, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
    - If you need additional information call the office listed below:

      Hidalgo County Purchasing Department
      Martha L. Salazar, CPPB, Purchasing Agent
      (956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:
    - Invoices must include:
      a) Name and address of successful vendor
      b) Name and address of receiving department or official
      c) Purchase Order Number (if any)
      d) Notation - **"Architectural Services-Hidalgo County"**
      e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 16 , 2008**	
Award of Contract		, 200_
Commence Work or Deliver Products		, 200_

16. ~~Bid or Performance Bond and~~ **Debarment Certification**; ~~Payment Under Contract~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally

available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials,

officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Architectural Services-Hidalgo County
(including all funding sources, Programs, and Entities)
RFQ No: 2009-027-01-14-LRM

January 16, 2008

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES

RFQ No. 2009-027-01-14-LRM

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Architectural Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14 , 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-027-01-14-LRM

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to laura.moya@co.hidalgo.tx.us BY NO LATER THAN Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects

- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should add copies of their current insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of

Architectural Examiners.

3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD in PDF Format**.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies and two (2) CD in PDF Format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Participate Name And Opening Date.

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 14, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES

(Including all funding sources, Programs, and Entities)

RFQ No. 2009-024-01-14-LRM

EVALUATION CRITERIA

RFQ No. 2009-024-01-14-LRM

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

Hidalgo County
ARCHITECTURAL SERVICES
RFQ No. 2009-024-01-14-LRM

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
Total Score		

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services (i.e Engineers, Architects)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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 within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR 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 project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					RODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "ARCHITECTURAL SERVICES"

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 nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County 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 _____, 200__.

_____

Notary Public

My commission expires:_____, 200__

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: •• Yes •• No

If yes, by whom?: •• Texas Building & Procurement Commission •• Other_____

Indicate Certification No(s).:_____ • Are Certificate(s) Attached?: •• Yes •• No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ••Texas Building & Procurement Commission •• Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ••Texas Building & Procurement Commission •• Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ••Texas Building & Procurement Commission •• Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTACHEMENT "A"
DOCUMENTATION REQUIRE ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documentations Listed Below.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
1	Application & Certificate of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary that the County is not held liable for activities not under its control.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion)	Bonding Agent	X	X	X

For Payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT IN PROCESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
Item #	Document Required for Payment		New Building	Building Renovations	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payment of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company of Final Payment	Architect	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Architect's Registration No.:	
Area of Specialization:	

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

PURCHASING DEPARTMENT
County Of Hidalgo

January 07, 2009

RE: ADDENDUM NO.1
FOR RFQ No: 2009-027-01-14-LRM
"ARCHITECTURAL SERVICES"- HIDALGO COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"** Request for Qualifications for **"ARCHITECTURAL SERVICES".**

Please add this **ADDENDUM NO. 1** to your Statement of Qualifications so as to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO laura.moya@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for **"ARCHITECTURAL SERVICES"-HIDALGO COUNTY.**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/lrm
Enclosures

ADDENDUM NO. 1

JANUARY 07, 2009
HIDALGO COUNTY
"ARCHITECTURAL SERVICES"

RFQ NO. 2009-027-01-14-LRM

PLEASE NOTE THE FOLLOWING INFORMATION FOR RFQ NO: 2009-027-01-14-LRM

1. Statements of Qualifications Opening date has been extended to new date of Wednesday, January 28, 2009, packets are due on or before 9:30 am.

2. Written Questions will be accepted via facsimile no later than the new date of Wednesday, January 21, 2009 at 5:00 pm at (956) 316-2629, and/or by email at: laura.moya@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by new date of Friday, January 23, 2009. Telephone inquiries will not be accepted.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2009 for RFQ NO.: 2009-027-01-14-LRM- Hidalgo County "ARCHITECTURAL SERVICES."

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE THE STATEMENT OF QUALIFICATION.**

AI-20232 **21.D.1.**

Negotiations - Registered Pharmacist Services w/David M. Castro

CC REGULAR

Date:	03/16/2010		
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	Sub-category:	Health & Human Services Dept.

Information

CAPTION

Discussion and action on the final negotiated contract (as authorized by CC on 3-3-10) with David M. Castro for: Registered Pharmacist Services - Hidalgo County Department of Health and Human Services.

BACKGROUND

Reference AI#20073 3-2-10

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-003-0-337

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

BUDGETARY IMPACT:

Funding available as of 3-12-10 $14,175.00.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:04 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:22 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 09:25 AM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Gricelda Villarreal Started On: 03/04/2010 08:42 AM

Final Approval Date: 03/12/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: David Max Castro,
Consultant Pharmacists

From: Martha L. Salazar, CPPB *mls*
Hidalgo County Purchasing Department

Date: March 2, 2010

Re: Negotiation for -"Hidalgo County-Registered Pharmacist Services"
(RFQ NO: 2010-001-02-17CGV)

Pursuant to action taken by Hidalgo County Commissioner's Court this morning (Tuesday, March 2, 2010), please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Wednesday, March 3, 2010.

Best and final offer of the proposed contract rate of $ 2,000 00 .

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email or fax to (956)292-7612.

Signed: David Max Castro **Title:** Registered Pharmacist / Consultant

Printed Name: David M Castro

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-10-001-03-16

THIS AGREEMENT is made on this the 16th day of March, 2010 by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and DAVID M. CASTRO a Texas Licensed Pharmacist, (hereinafter "Contractor") to provide services for the Hidalgo County Health and Human Services Department in the manner hereinafter provided.

WITNESSETH

WHEREAS, County desires to contract with a person to provide services connected with the County Health and Human Services Department pharmacies that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for County's Health and Human Services Department during the period of time provided herein.

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED HEREINAFTER, County and Contractor agree and covenant as follows: Contractor agrees to provide the services necessary to perform the position of Pharmacist in Charge for all County Health Clinic Pharmacies and perform the services that include, but are not limited to, those set forth as follows:

DRAFT

a. Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistant technicians and assistants carrying out the pharmacy-related provisions.

b. Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to insure that the clinic is following set policies and procedures. The documentation provided by consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy.

c. Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutics committee consisting of drugs and/or devices needed to meet the objectives of the clinic.

d. Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic.

e. Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and/or devices.

f. Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

g. Meet inspections and other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State Board of Pharmacy.

DRAFT

h. Dispense prescription orders.

i. Conduct in-service training at least annually for supportive personnel who provide drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drugs contained in the formulary.

1. Contractor agrees to commence providing the services outlined above on March 24, 2010 and continue to provide these services through March 23, 2012 and may be extended at the sole discretion of County for an additional one (1) year, under the same rates, terms and conditions, unless earlier terminated pursuant to the provisions herein. County also reserves the right to continue this contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

2. As consideration for providing the services outlined above, Contractor shall be paid $2,000.00 per month. Such sum shall be paid to Contractor on or before the tenth day following the preceding month (or a portion thereof) that contractor performed services for the County.

3. Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services Department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County.

4. County and Contractor agree that either party may terminate this Agreement at any time during the period of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least thirty (30)

DRAFT

days in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.

5. Contractor agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

6. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) written notice prior to cancellation.

7. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.

8. Notice. 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 sent personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas
Attn: County Judge

DRAFT

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: David M. Castro
4000 Auburn Ave.
McAllen, Texas 78504

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

9. Conflict with Applicable Law. 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 hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. 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.

11. 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 Consultant and not otherwise.

12. 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

DRAFT

hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

14. Successors. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

15. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant is not excused from and/or does not delegate its duties hereunder.

16. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. Gender and Number. 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.

18. Authority to Execute. The execution and performance of this Contract by County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

19. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this

DRAFT

Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

20. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

21. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any

DRAFT

representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as contained in County's Request for Qualifications as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the____ day of _____, 2010

HIDALGO COUNTY, TEXAS

By:_____
Rene A. Ramirez, COUNTY JUDGE

ATTEST:

_____
ARTURO GUAJARDO JR, COUNTY CLERK

CONTRACTOR:

_____
DAVID M. CASTRO, PHARMACIST

Approved on Commissioners' Court_____

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

By:_____

DRAFT

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/11/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
State Farm Insurance
4800 N. 10th St. Suite C
McAllen, TX 78504

CONTACT NAME: Blanca Bermudez
PHONE (A/C, No, Ext): (956) 682-7005 FAX (A/C, No): (956) 631-5093
E-MAIL ADDRESS: blanca.bermudez.qccf@state farm .com
PRODUCER CUSTOMER ID #:

INSURED
David Castro
4000 Auburn Ave
McAllen, TX 78504-9781

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
B	AUTOMOBILE LIABILITY			068 5938-B13-53F-001	02/13/2010	08/13/2010	COMBINED SINGLE LIMIT (Ea accident)	$
	☒ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Hidalgo County Health Department & Human Service

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jimmy Goode

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Client # 501509

MEMORANDUM OF INSURANCE	Date Issued 01/07/2010

Producer

Marsh ConsumerConnexions
a service of Seabury & Smith, Inc.
12421 Meredith Drive
Urbandale, IA 50398
1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage
Chicago Insurance Company

Insured

DAVID M CASTRO
4000 AUBURN AVENUE
MCALLEN TX 78504

This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability Pharmacist SE Pharmacist	AHL-1040979	01/23/2010	01/23/2011	Per Incident/ Occurrence Annual Aggregate	$2,000,000 $4,000,000

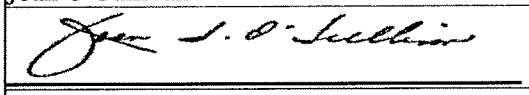
PROOF OF INSURANCE

Memorandum Holder:

PROOF OF COVERAGE ONLY

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum 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
Joan O Sullivan



CA Lic. #0633005

AI-20282 **21.E.1.**

Purchase of One (1) New 2010 Ford Ranger XL
CC REGULAR

Date:	03/16/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Tax Office

Information

CAPTION

a. Requesting authority to purchase One (1) New 2010 Ford Ranger XL through Philpott Motor Company, Port Neches, Texas, the County's participation/membership with TASB Buyboard #281-07 as requested by the Hidalgo County Tax Office in the amount of $12,603.00 which includes delivery charge and a one time Buyboard Administrative fee of $400.00-Project reference #10-125-OGG; or, in the alternative;

b. Requesting authority to advertise for a new 2010 XL pick-up for the Hidalgo County Tax Office.

BACKGROUND

Acct.#0-1246-415-15-140-003-0-741 has been appropriated for proposed purchase and for use at the Alamo Office located at 1429 So. Tower.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1246-415-15-140-003-0-741

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

BUDGETARY IMPACT:

Available balance in Requisition #171663 as of 3/12/10 is $12,603.00.

Attachments

Link: 10-125

Link: 10-125

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:23 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:24 PM	APRV
3	Perla Lopez	Perla Lopez	03/12/2010 09:44 AM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Oscar Garza — Started On: 03/09/2010 08:59 AM

Final Approval Date: 03/12/2010

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

To: **Mr. Oscar Garza**
Hidalgo County Purchasing Department

From: **Armando, Barrera Tax Assessor and Collector**
Hidalgo County Tax Office

Date: **March 8, 2010**

Re: **County Vehicle**

This is to inform you that the Tax Office is requesting to purchase a 2010 Ford Ranger X L- short-bed automatic transmission. This vehicle will be used at the Alamo Substation located at 1429 S. Tower Rd. Alamo, Texas 78516. Asking price for vehicle is $12,603.00.

Should you have any questions, please contact Mary Garcia at (956) 289-7472.

Account: 0-1246-415-15-140-003-0-741

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 3-Mar-10

Product Description: FORD RANGER XL

A. Bid Series: 15 **A. Base Price:** $ 10,793.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	MANUAL TRANSMISSION	STD		PLEASE FAX YOUR PURCHASE	FAX
	HEATER/DE-FROSTER	STD		ORDER TO ME AT	PURCHASE
	4-CYLINDER GAS	STD		254 865-9118	ORDER
44D	AUTOMATIC TRANSMISSION	$ 937.00			
R1AS	2010 RANGER SHORT BED	STD			
	AIR CONDITIONING	STD			
	60/40 VINYL BENCH SEATING	STD			
	AMFM RADIO	STD			
51C	FULL SIZE SPARE TIRE	$ 103.00			
DEST	FACTORY DESTINATION	$ 720.00			
	ESTIMATED DELIVERY	NOTE			
	2010 MODEL IN 60-90 DAYS	NOTE			

Total of B. Published Options: $ 1,760.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: DELIVERY DISCOUNT $ (350.00)

E. Delivery Charges: 0 miles $ -

F. Total of A + B + C + D + E = F $ 12,203.00

G. Quantity Ordered 1 **x F =** $ 12,203.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 12,603.00

MEMORANDUM

To: Armando Barrera via fax: 318-2157
Tax Assessor Collector via: Armando.barrera@taxoffice.co.hidalgo.tx.us

From: Oscar Garza, Procurement Specialist

RECEIVED
By Oscar Garza at 9:17 am, Mar 11, 2010

Date: **March 10, 2010**

Re: Bid No. 10-125-OGGS-Approval of Quotes for **"Purchase of One New 2010 Ford Ranger XL"**

Please review the following **Quotes** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE XXXXX☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) Philpott Motors - Lowest Quote.

BUDGET ACCOUNT #: 0-1246-415-15-140-0030-741

Armando Barrera Jr 3/10/2010

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Thursday, MARCH 11,2010 at 10:00a.m.

Enclosures

Armando Barrera

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, March 10, 2010 3:28 PM
To: armando.barrera@taxoffice.co.hidalgo.tx.us
Cc: mary.garcia@taxoffice.co.hidalgo.tx.us
Subject: Comparables to proposed 2010 Ford Ranger XL or Equivalent

Mr. Barrera, please review and approve the following attachments which have quotes from local dealers and quote received thru Buyboard membership Philpott Motors.

Dealership	Price	
Boggus Ford in McAllen, TX	15,989.00 + applicable tax	In stock Price is only good til March 31
Hacienda Ford in Edinburg, TX	14,995.00 + applicable tax	Has only Silver in Stock; would have to order white
Spikes Ford in Mission, TX	No Response	
Philpott Motors (Buyboard)	12,603.00	Includes all options, delivery included

Please review and approve attached Approval of Specifications form along with your recommendation

Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

HIDALGO COUNTY TAX OFFICE

DEPARTMENT: TAX OFFICE

DATE: March 10, 2010

RE: SPECIFICATIONS FORD RANGER XL or EQUIVALENT TO

SPECIFICATIONS ARE FOR REFERENCE ONLY AND MAY BE PROVIDED WITH SAME, KIND, LIKE AND QUALITY AND/OR EQUIVALENT TO.

STANDARD EQUIPMENT: **PRICE:** _____

Color (White)
4-Spd Automatic Transmission
Heater/De-Froster
4 Cylinder Gas
Short Bed
Air Conditioning
60/40 Vinyl bench Seating
AM/FM RADIO
Spare Tire (Full Size)
Factory Destination to be included

OPTIONS TO INCLUDE: **PRICE:** _____

OTHER OPTIONS: **PRICE:** _____

ATT OSCAR GARCIA 566583

THANK YOU FOR CHOOSING
BOGGUS MOTOR SALES
1400 EAST HWY
MCALLEN, TEXAS 78501
(877) 686-7411

Stock#: 00091060 VIN: 1FTKR1AD4APA48275 MENDOZNI 03/10/10 11:09
MENDOZNI 03/10/10 11:09

Status: Physical: On Order Financial:
CO01916641L 11002101001

10 FORD RANGER 2WD RCAB
Color: OXFORD WHITE CLEARCOAT
Trim: MD DK FLT VINYL 60/40 ST Model#: R1A
List: 19540.00 Option Package: 861A

STD#	R1A0 RANGER 4X2 XL REG CAB-112	17820.00
861A	PREFERRED EQUIPMENT PKG.861A	
	PREFERRED EQUIPMENT PK	
	XL TRIM	
	AM/FM STEREO/CLOCK	
	112"/2832MM WHEELBASE	
99D	.2.3L I4 ENGINE	
44D	5-SPD AUTOMATIC O/D TRANS	1000.00
T7H	.P225 STEEL BSW A/SEASON TIRES	
	4.10 RATIO REGULAR AXLE	
153	FRONT LICENSE PLATE BRACKET	
	4300 GVWR	
	T145/80D16 MINI SPARE	
	DESTINATION & DELIVERY	720.00
	FUEL CHARGE	
	PRICED DORA	
	FDAF ASSESSMENT	
YZ	OXFORD WHITE	
Q	SPLIT VINYL BENCH SEATS	
F	MEDIUM DARK FLINT	
	Total	19540.00

$15,989 + applicable fees

+1

March 31st

TWI-005375 TX
9-NORMAL, NB, 105375, 9K22, 000004239

UTC			U	R	BM				
CERT	CERT	CERT	TRD	RAMF	BUMP	CAMP	BOOK	AFV	FSCP

1FTKR1AD9 APA15806 NB

Ford
www.fordvehicles.com

VEHICLE DESCRIPTION: APA15806

RANGER

BUILT FOR TOUGH

2010 XL REGULAR CAB 4X2
XL-1132 WHEELBASE
2.3L I4 ENGINE
5-SPD AUTOMATIC O/D TRANS

EXTERIOR
SILVER METALLIC
INTERIOR
MEDIUM DARK FLINT VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- 15" 7-SPK SIL STEEL WHL, 4
- P225/70R15 A/S TIRES, 4
- TIE DOWN CARGO BOX HOOKS
- BLACK GRILLE/BUMPERS
- BLACK MANUAL MIRRORS
- BLACK DOOR HANDLES
- SOLAR TINTED GLASS

INTERIOR
- AIR CONDITIONING
- RALLY GAUGE CLUSTER
- LH/RH A-PILLAR GRAB HANDLE
- BLACK FLOOR COVER

FUNCTIONAL
- TRAILER TOW HITCH
- POWER RACK PINION STEERING
- INDEPENDENT SLA FRT SUSPEN
- GAS-FILLED SHOCK ABSORBERS
- INTERMITTENT FRT WIPERS

SAFETY/SECURITY
- ADVANCETRAC W/RSC
- PERSONAL SAFETY SYSTEM
- DRIVER/PASSENGER AIR BAGS
- SIDE AIRBAGS
- ADJUSTABLE SAFETY BELTS
- ANTI-LOCK BRAKING SYSTEM
- REAR HIGH MOUNT STOP LAMP
- SECURILOCK PASS ANTI THEFT
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

PRICE INFORMATION

	Manufacturer's Suggested Retail Price
STANDARD VEHICLE PRICE	$17,440.00
OPTIONAL EQUIPMENT	
PREFERRED EQUIPMENT PKG.861A	
5-SPD AUTOMATIC O/D TRANS	1,000.00
4.10 RATIO REGULAR AXLE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
4300 GVWR	NO CHARGE
T145/80D16 MINI SPARE	
CRUISE CONTROL/TILT STRG WHL	385.00
TOTAL OPTIONS	1,385.00
TOTAL VEHICLE & OPTIONS	18,825.00
DESTINATION & DELIVERY	720.00

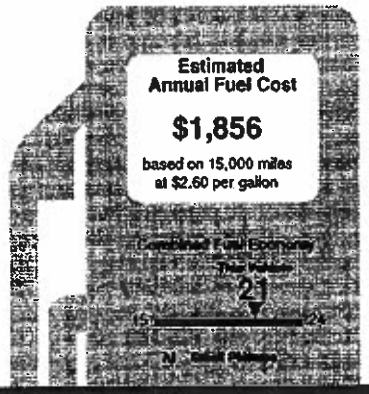
14995 +TTL

EPA Fuel Economy Estimates

CITY MPG

19

Expected range for most drivers 15 to 23 MPG



HIGHWAY MPG

24

Expected range for most drivers 19 to 29 MPG

Your actual mileage will vary depending on how you drive and maintain your vehicle.

Ford Motor Company Insurance Services — This vehicle qualifies for auto insurance discounts, call 1-866-367-3131 or visit www.fordautoinsurance.com for availability in your state.

TOTAL MSRP $19,545.00

See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

GOVERNMENT SAFETY RATINGS

Frontal Crash	Driver	★★★★★
	Passenger	★★★★

Star ratings based on the risk of injury in a frontal impact. Frontal ratings should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	Not Rated
	Rear seat	Not Rated

Star ratings based on the risk of injury in a side impact.

Rollover ★★★

Star ratings based on the risk of rollover in a single vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or call 1-888-327-4236

SOLD TO	ONE: RK60	DEALER NO.	METHOD OF TRANSP.: RAIL
			ITEM#: 52-7639 O/T 2
SHIP TO	TWO	1FTKR1AD9APA15806	
SHIP THROUGH	FINAL ASSEMBLY POINT: TWIN CITIES		9K221 N RB 2X 015 005375 10 22 09

EXTENDED SERVICE PLAN — Ford Extended Service Plan is the only service contract backed by Ford and honored at all Ford and Lincoln Mercury Dealers. Ask your dealer for prices and additional details or see our website at www.fsp-ww.com.

03/10/2010 www.d2d.dealerconnection.com

MAR-10-2010 13:41 FROM: TO:92927612 P.1

Ford Aquí Se Puede!

HACIENDA
RIO GRANDE VALLEY

Fax

To:	OSCAR GARZA	**From:**	SAUL CAMPOS
Fax:	(956)292-7612	**Pages:**	2
Phone:	316-2626	**Date:**	3/10/10
Re:		**CC:**	

☐ **Urgent** ☐ **Reply ASAP** ☐ **Please Comment** ☐ **Please Review** ☐ **For your info.**

Comments

3010 W. University Dr. Edinburg, TX 78539

Phone: (956) 383-1615 or Fax: (956) 383-2422

Oscar Garza

From: Jorge Sanchez [jorge@spikesford.net]
Sent: Wednesday, March 10, 2010 4:10 PM
To: 'Oscar Garza'
Subject: RE: Formal Request for Quote on a Ranger XL or Equivalent to.

Spikes Ford having problem with computer NO RESPONSE

Mr. Garza,

Just letting you know I can't open the attachment. I have my IT person out today. I will get you a quote as soon as I can.

Thank you
Jorge Sanchez

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, March 10, 2010 2:22 PM
To: jorge@spikesford.net
Subject: Formal Request for Quote on a Ranger XL or Equivalent to.

Please let this serve as a formal request to submit a quote as per attachment.

Please return the quote via e-mail and/or fax at 956-292-7612

Thank you,

Oscar Garza. Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Vehicles

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 3-Mar-10

Product Description: FORD RANGER XL

A. Bid Series: 15 **A. Base Price:** $ 10,793.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	MANUAL TRANSMISSION	STD		PLEASE FAX YOUR PURCHASE	FAX
	HEATER/DE-FROSTER	STD		ORDER TO ME AT	PURCHASE
	4-CYLINDER GAS	STD		254 865-9118	ORDER
44D	AUTOMATIC TRANSMISSION	$ 937.00			
R1AS	2010 RANGER SHORT BED	STD			
	AIR CONDITIONING	STD			
	60/40 VINYL BENCH SEATING	STD			
	AMFM RADIO	STD			
51C	FULL SIZE SPARE TIRE	$ 103.00			
DEST	FACTORY DESTINATION	$ 720.00			
	ESTIMATED DELIVERY	NOTE			
	2010 MODEL IN 60-90 DAYS	NOTE			

Total of B. Published Options: $ 1,760.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: DELIVERY DISCOUNT $ (350.00)

E. Delivery Charges: 0 miles $ -

F. Total of A + B + C + D + E = F $ 12,203.00

G. Quantity Ordered 1 **x F =** $ 12,203.00

H. BUYBOARD Administrative Fee ($400 per purchase order) $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 12,603.00

AI-20173 **21.F.1.**

Approval-Supplemental Agreement #2-C-CAP-09-003-01-20-Izaguirre Engineering Group (BCAP Pct #1)

CC REGULAR

Date:	03/16/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Requesting approval of Supplemental Agreement #2 to C-CAP-09-003-01-20 between Hidalgo County and Izaguirre Engineering Group, LLC to remove L & P Subdivision from Exhibit C Work Schedule resulting in a decrease in the amount of $9,445.97 in Exhibit D1 Fee Breakdown of the Agreement to $42,795.06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Program #120-Brenda Gay, Program #423-Los Castillos Estates, Program #860-Chapa #2

Please refer to attached expense report as of 3-11-10 for funding availability.

Attachments

Link: suppl2 c.cap.09.003

Link: Expense Report as of 3-11-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 10:02 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:22 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/11/2010 02:49 PM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Yvette Islas Started On: 03/01/2010 03:10 PM

Final Approval Date: 03/12/2010

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM
C-CAP-09-003-01-20
Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2

TO AGREEMENT FOR PROFESSIONAL SERVICES

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 Izaguirre Engineering Group, LLC Professional Engineers of McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **3rd** day of **February, 2009** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number **1** (hereinafter referred to as the "**Project**"); and,

WHEREAS, it has become necessary to amend the Agreement to Remove L & P Subdivision from Exhibit C Work Schedule resulting in a Decrease in the amount in Exhibit D1 Fee Breakdown to $42,795.06.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Engineer and County hereby agree to this Supplemental Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. **"**Exhibit C Work Schedule" sheet titled "PROJECT SCHEDULE L & P Subdivision," is deleted in its entirety.

2. "Exhibit D1" titled "Fee Breakdown" is deleted in its entirety and replaced with "Exhibit "D2" titled "Revised Fee Breakdown".

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Izaguirre Engineering Group, LLC

BY:_____
Diana Izaguirre, President

Address for Giving Notices:
5520 North 10th Street
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit D2 - Revised Fee Breakdown

EXHIBIT “D2”
Revised Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$42,795.06**	
Phase I	=	40% of the **Service Fee**	$ 17,118.02
Phase II	=	40% of the **Service Fee**	$ 17,118.02
Phase III	=	20% of the **Service Fee**	$ 8,559.02

Cost of Proposal for Round III

Colonia	No. St(s)	Name of Streets	CSJ	Length (LF)	Survey Fee	Engineer Fee	Total
Brenda Gay	1	Alice Street	3C1080120	1275	$ 2,000.66	$ 6,802.25	$ 8,802.91
Chapa # 2	2	Interior Loop & Belen St.	3C1080958	3339	$ 6,242.15	$ 21,223.31	$ 27,465.46
Los Castillos Est.	1	Amanda Street	3C1080423	1290	$ 1,483.34	$ 5,043.35	$ 6,526.69
						Total	$ 42,795.06

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
120							
0-1312-431-00-121-120-0-312	BRENDA GAY-INDIRECT COST	.00	656.55	.00	.00	656.55	.00
0-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	.00	1,760.58	1,760.58	.00	.00	100.00
0-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	.00	2,397.44	2,397.44	.00	.00	100.00
0-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	.00	69,226.50	.00	.00	69,226.50	.00
0-1312-431-00-121-120-0-733	BRENDA GAY-DRAINAGE DITCHES	.00	19,872.72	.00	.00	19,872.72	.00
0-1312-431-00-121-120-0-899	BRENDA GAY-CONTINGENCY	.00	7,267.25	.00	.00	7,267.25	.00
120		**.00**	**101,181.04**	**4,158.02**	**.00**	**97,023.02**	**4.11**
423							
0-1312-431-00-121-423-0-312	LOS CASTILLOS ESTATES-INDIRECT COST	.00	181.61	.00	.00	181.61	.00
0-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	.00	1,305.34	1,305.34	.00	.00	100.00
0-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	.00	1,590.88	1,590.88	.00	.00	100.00
0-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	.00	58,263.70	45,671.49	.00	12,592.21	78.39
0-1312-431-00-121-423-0-899	LOS CASTILLOS ESTATES-CONTINGENCY	.00	12,908.00	.00	.00	12,908.00	.00
423		**.00**	**74,249.53**	**48,567.71**	**.00**	**25,681.82**	**65.41**
860							
0-1312-431-00-121-860-0-312	CHAPA #2-INDIRECT COST	.00	1,968.00	.00	.00	1,968.00	.00
0-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	.00	5,493.09	5,493.09	.00	.00	100.00
0-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	7,624.57	7,624.57	.00	.00	100.00
0-1312-431-00-121-860-0-731	CHAPA #2-ROADS	.00	181,286.00	.00	.00	181,286.00	.00
0-1312-431-00-121-860-0-733	CHAPA #2-DRAINAGE DITCHES	.00	68,400.00	.00	.00	68,400.00	.00
0-1312-431-00-121-860-0-899	CHAPA #2-CONTINGENCY	.00	53,249.39	.00	.00	53,249.39	.00
860		**.00**	**318,021.05**	**13,117.66**	**.00**	**304,903.39**	**4.12**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**493,451.62**	**65,843.39**	**.00**	**427,608.23**	**13.34**
0 YEAR 0		**.00**	**493,451.62**	**65,843.39**	**.00**	**427,608.23**	**13.34**

AI-20256 **21.G.1.**

BCAP Application for Payment #1 (Final) Laborsita Subdivision Pct. No. 4
CC REGULAR

Date:	03/16/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.4

Information

CAPTION

Approval of Application for Payment No. 1 (Final) in the amount of $44,028.90 from Total Commitment, LLC contracted vendor for Laborsita Subdivision as reviewed and submitted by Qunitanilla, Headley & Associates project engineer-C-CAP-09-381-10-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-124-886-0-731/733

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

BUDGETARY IMPACT:

P.O.# 632169 available balance as of 3-11-10 $48,921.00.

Attachments

Link: Application for Payment No 1 Final Laborsita Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/10/2010 03:46 PM	APRV
2	Purchasing Department	Marty Salazar	03/11/2010 10:05 AM	APRV
3	Budget & Management	Erika Zamora	03/11/2010 02:23 PM	APRV
4	Manuel Chapa	Manuel Chapa	03/11/2010 04:13 PM	APRV
5	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Marcie Jackson Started On: 03/05/2010 11:32 AM

Final Approval Date: 03/12/2010

AI-20256 3/16/10

APPLICATION FOR PAYMENT NO. 1-FINAL

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: CAP-09-381-10-06
Project: LABORSITA SUBDIVISION
Owner's Contract No. CAP-09-381-10-06 Engineer's Project No.
For Work accomplished through the date of: 2/2/2010

1. Original Contract Price:	$ 48,921.00
2. Net change by Change Order and Written Agreements(+or-):	$ -
3. Current Contract Price (1 plus 2):	$ 48,921.00
4. Total completed and stored to date:	$ 48,921.00
5. Retainage (per Agreement):	
10% of completed Work: $ 4,892.10	
of stored material	
Total Retainage: $ 4,892.10	
6. Total completed and stored to date less retainage (4 minus 5)	$ 44,028.90
7. Less previous Application for Payments:	$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$ 44,028.90

Accompanying Documentation:
- *APPLICATION AND CERTIFICATION OF PAYMENT (A)
- *SCHEDULE OF VALUES A/K/A 1257/1258
- *ESTIMATE QUANTITY UPDATE WORKSHEET
- *LIST OF SUPPLIERS AND SUB-CONTRACTORS
- *PARTIAL WAIVER OF LIENS (SUB-CONTRACTORS / SUPPLIERS)
- *TxDoT FORM 252 CONTRACT TIME STATEMENT
- *PAYROLL REPORT W/SIGNED WAGE FORM

REQ#164275 P.O.#632169
0-1312-431-00-124-886-0-731→$36,520.00
<-3,652.00>=$32,868.00
REQ#164275 P.O.#632169
0-1312-431-00-124-0-733→$12,401.00
<-1,240.10>=$11,160.90

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous
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-FINAL through 1-FINAL 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 2-7-2010

TOTAL COMMITMENT, LLC
CONTRACTOR
By: Armando Gutierrez, Jr.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 2nd day of February 2010

Notary Public
My Commission expires: 7.6.13

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 2-8-10

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Eulalio Ramirez
ENGINEER - PRINT
SIGNATURE

INVOICE RECEIVED BY: Marcie Jackson ON 2/10/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 2/10/10

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires.
July 6, 2013

Total Commitment, LLC	Contractor Name
December 3, 2009	Starting Date
2/2/2010	Project Ending Date
10%	Retainage Percent

Application No.:	**1 & Final**
Application Date:	**02/02/10**
Period To:	**2/2/2010**
Contract No.:	**C-CAP-09-381-10-06**

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
3C1080886	Laborsita Subdivision	$ 48,921.00	$ -	$ 48,921.00	$ -	$ -	$ 48,921.00	$ -	$ 4,892.10	$ 44,028.90	$ -	$ 44,028.90
		$ 48,921.00	$ -	$ 48,921.00	$ -	$ -	$ 48,921.00	$ -	$ 4,892.10	$ 44,028.90	$ -	$ 44,028.90

TOTAL COMITMENT, LLC	Contractor Name
12/3/2009	Starting Date
2/2/2010	Project Ending Date
ROAD & DRAINAGE - LABORSITA SUBDIVISION	Engineer's / County Project Description

Application No.:	1-Final
Application Date:	2/2/2010
Period To:	2/2/2010
Engineer's / County Project No.:	CAP-09-381-10-06

					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
		LABORSITA SUBDIVISION																			
		ROADWAY																			
1	100	PREPARING ROW	STA	$ 300.00	6.00	$ 1,800.00	$ -	0.00	$ -	6	6.00	$ 1,800.00						$ -	$ 1,800.00	0	$ -
2	134	BACKFILL	STA	$ 200.00	6.00	$ 1,200.00	$ -	0.00	$ -	6	6.00	$ 1,200.00						$ -	$ 1,200.00	0	$ -
3	152	6" ROAD GRADER WORK (DENS CONT.) SUBGRADE	SY	$ 1.50	2000.00	$ 3,000.00	$ -	0.00	$ -	2000	2000.00	$ 3,000.00						$ -	$ 3,000.00	0	$ -
4	247	8" FL BS (DC) (TY-D GR6 CL III)	SY	$ 5.00	2000.00	$ 10,000.00	$ -	0.00	$ -	2000	2000.00	$ 10,000.00						$ -	$ 10,000.00	0	$ -
5	260	LIME TREATED SUBGRADE 3%	SY	$ 1.00	2000.00	$ 2,000.00	$ -	0.00	$ -	2000	2000.00	$ 2,000.00						$ -	$ 2,000.00	0	$ -
6	260	LIME TREATED BASE 1 1/2 %	SY	$ 1.25	2000.00	$ 2,500.00	$ -	0.00	$ -	2000	2000.00	$ 2,500.00						$ -	$ 2,500.00	0	$ -
7	310	ASPH MATRL (MC-30)	GAL	$ 2.50	320.00	$ 800.00	$ -	0.00	$ -	320	320.00	$ 800.00						$ -	$ 800.00	0	$ -
8	340	1-1/2" ASPH CONC TY-D (W / PRIME COAT)	SY	$ 7.20	1600.00	$ 11,520.00	$ -	0.00	$ -	1600	1600.00	$ 11,520.00						$ -	$ 11,520.00	0	$ -
9	500	MOBILIZATION	LS	$ 1,000.00	1.00	$ 1,000.00	$ -	0.00	$ -	1	1.00	$ 1,000.00						$ -	$ 1,000.00	0	$ -
10	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$ 750.00	3.00	$ 2,250.00	$ -	0.00	$ -	3	3.00	$ 2,250.00						$ -	$ 2,250.00	0	$ -
11	530	TURNOUTS (ASPH CONC PAV) (PRB-1)	EA	$ 450.00	1.00	$ 450.00	$ -	0.00	$ -	1	1.00	$ 450.00						$ -	$ 450.00	0	$ -
		Total Roadway LABORSITA SUBDIVISION				**$ 36,520.00**			**$ -**			**$ 36,520.00**			**$ -**			**$ -**	**$ 36,520.00**		**$ -**
		DRAINAGE																			
1	530	DRVWYS (ASPH CONC PAV) (PB-1)	SY	$ 20.00	297.00	$ 5,940.00	$ -	0.00	$ -	297	297.00	$ 5,940.00	-		$ -			$ -	$ 5,940.00	0	$ -
2	556	SAFETY END TREATMENT	EA	$ 200.00	2.00	$ 400.00	$ -	0.00	$ -	2	2.00	$ 400.00	-		$ -			$ -	$ 400.00	0	$ -
3	556	15" ADS CORRUGATED PIPE	LF	$ 22.00	225.00	$ 4,950.00	$ -	0.00	$ -	225	225.00	$ 4,950.00	-		$ -			$ -	$ 4,950.00	0	$ -
4	556	18" RCP STORM DRAIN CL III	LF	$ 26.00	36.00	$ 936.00	$ -	0.00	$ -	36	36.00	$ 936.00	-		$ -			$ -	$ 936.00	0	$ -
5	5249	TEMP SEDMT CONT FENCE	LF	$ 2.50	50.00	$ 125.00	$ -	0.00	$ -	50	50.00	$ 125.00	-		$ -			$ -	$ 125.00	0	$ -
6	5249	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 1.00	50.00	$ 50.00	$ -	0.00	$ -	50	50.00	$ 50.00	-		$ -			$ -	$ 50.00	0	$ -
		Total Drainage LABORSITA SUBDIVISION				**$ 12,401.00**			**$ -**			**$ 12,401.00**			**$ -**			**$ -**	**$ 12,401.00**		**$ -**

Total for Laborsita Subdivision **$ 48,921.00**

PEDRO A GUTIERREZ JR.
Print Name

Signature

2-02-2010
Date

Exhibit E-D

AI-20315 **21.H.1.**

Delivery Services and PO increase - Philpott Motors LTD - Sheriff's Office-Evidence Collection Vehicle

CC REGULAR

Date: 03/16/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Authority to purchase the delivery services in the amount of $2,470.00 for One (1) New Crime Evidence Collection Vehicle for the Hidalgo County Sheriff's Office (authorized by CC on 9-22-09 under AI#-17444) under TASB Buyboard Cooperative Purchasing Program Contract #281-07 including authority to increase Philpott Motors LTD PO# 630028 from $267,820.09 to $270,290.09 .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-062-0-741
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 3-12-10 $2,787.50.

Attachments

Link: Original PO & Buyboard backup
Link: Memo from department

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2010 11:14 AM	APRV
2	Budget & Management	Erika Zamora	03/11/2010 02:27 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/12/2010 08:19 AM	APRV
4	Auditor's Office		03/12/2010 05:29 PM	NEW

Form Started By: Elena Gomez Started On: 03/10/2010 03:53 PM

Final Approval Date: 03/12/2010

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: LT. RICHARD OZUNA **Date:** 8-Sep-09

Product Description: FORD F550 CAB/CHASSIS

A. Bid Series: 21 **A. Base Price:** $ 20,289.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	4X2 60"CA 6.8L V10 GAS MANUAL	STD		AM-FM RADIO	INCL
44T	5-SPEED AUTOMATIC	$ 1,099.00		RUBBER FLOORS	INCL
X8L	LIMITED SLIP AXLE			DUAL REAR WHEELS	INCL
F5H-20	2010 4X4 UPGRADE	$ 8,695.00		POWER STEERING	INCL
	17,950 GVWR WITH 120"CA	INCL	96X	XL PLUS PACKAGE	$ 679.00
	MANUAL TRANSFER CASE	INCL		TILT/CRUISE	INCL
	AIR CONDITIONING	INCL		AM-FM CD	INCL
	FLOOR PLAN-LOT INSURANCE	INCL	90L	POWER WINDOS-LOCKS	$ 796.00
GS	CLOTH BUCKET SEATS	$ 483.00	213	4X4 SHIFT ON THE FLY	$ 173.00
512	SPARE TIRE AND WHEEL	$ 328.00	18B	6" ANGULAR BLACK STEP BARS	$ 300.00
17F	XL DÉCOR GROUP	$ 169.00		ACS COMMAND CENTER	$ 94,897.00
68M	19,500 GVWR UPGRADE	$ 1,082.00		TWO (2) SPECIAL UNIVERSAL	$ 48,910.00
67X	EXTRA HD SUSPENSION	$ 117.00		MOBILE VEHICLE PACKAGES	$ 48,910.00

Total of B. Published Options: $ 206,638.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 18.9 %

Options	Bid Price	Options	Bid Price
ESTIMATED VEHICLE COMPLETION	NOTE	SIRCHIE EVIDENCE COLLECTION	$ 23,691.00
DATE IN 150-180 DAYS	NOTE	CONVERSION PACKAGE	INCL
		SIRCHIE MCL-5500-20-C ADDITIONAL	$ 12,427.59
HIDALGO COUNTY SHERIFF'S DEPT.	NOTE	OPTIONS EQUIPMENT PACKAGE	INCL
TO PICK UP TRUCK IN MEDFORD	NOTE	SIRCHIE MCL-5500-10C ADDITIONAL	$ 4,374.50
NEW JERSEY WHEN READY	NOTE	OPTIONS EQUIPMENT PACKAGE	INCL
PHILPOTT MOTORS WILL SEND RED	NOTE	INSURED DRIVE AWAY SERVICE	$ 2,470.00
TEMPORARY LICENSE PLATE TAG TO	NOTE		
HIDALGO COUNTY PRIOR TO THEIR	NOTE		
TRIP TO MEDFORD, NEW JERSEY	NOTE		

Total of C. Unpublished Options: $ 42,963.09

D. Contract Price Adjustment: _____

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 269,890.09

G. Quantity Ordered 1 x F = $ 269,890.09

H. BUYBOARD Administrative Fee $400.00 PER PURCHASE ORDER $ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 270,290.09

Purchase Order

COUNTY OF HIDALGO

PO#: 630028

DATE: 10/06/09

VENDOR: 220779 REQ:00163386
FAX (254)865-9118 Email:
Phone:(888)858-7801
PHILPOTT MOTORS LTD
P.O. BOX 876
PORT NECHES TX 77651
Vendor Acct:

BUYER: MHINOJOSA
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: Monica Hinojosa (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

Contract No: Richard Ozuna

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Administration

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		BUYBOARD 281-07		
		CRIME SCENE VEHICLE		
1	EACH	** ASSET # 50318 ** FORD F550 CAB/CHASSIS	20,289.00	20,289.00
1	EACH	PUBLISHED OPTIONS	184,611.00	184,611.00
1	EACH	PUBLISHED OPTIONS	22,027.00	22,027.00
1	EACH	UNPUBLISHED OPTIONS	23,691.00	23,691.00
		(EQUIPMENT UNDER LINE ITEMS 611, 664 AND 748)		
1	LOT	BUY BOARD ADMINISTRATIVE FEE	400.00	400.00
2	EACH	MASTER NUMBER RESTORATION KIT	140.25	280.50
		ITEM MNR100		
1	EACH	DUROCAST IMPRESSION COMPUND KIT	93.07	93.07
		ITEM DOC1000		
2	EACH	MASTER SHAKE-N-CAST IMPRESSION KIT	201.36	402.72
		ITEM SNC100		
2	EACH	LASER TRAJECTORY FINDER KIT	217.60	435.20
		ITEM LTF100		
4	EACH	PHOTO LASER SMOKE AEROSOL CAN 8OZ	11.21	44.84
		ITEM LTF100S		
2	EACH	HEAVY DUTY TRI-POD FOR LASER	39.96	79.92
		ITEM BM6009		
2	EACH	UNIVERSAL EVIDENCE PHOTO STAND	199.60	399.20
		ITEM UPS 100		
2	EACH	MASTER MEASURING SCALES KIT	246.15	492.30
		ITEM MMSK1000		
2	EACH	ALL PURPOSE EVIDENCE RECOVERY KIT	179.55	359.10
		ITEM PVS100		

FILE COPY

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PHILPOTT MOTORS LTD
P.O. BOX 876
PORT NECHES TX 77651
Vendor Acct:

BUYER: MHINOJOSA
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6	EACH	BLUE VIEW GUNPOWDER PARTICLE ITEM BV100	79.60	477.60
4	EACH	BIG NUMERAL TRI-FOLD REFERENCE ITEM EFR200	7.80	31.20
4	EACH	PROFESSIONAL FOLDING MAGNIFIER ITEM 313M	16.46	65.84
2	EACH	EVIDENCE BOX. LIFTING MAT 39" X 27" X 1" 10/PK ITEM ESP909	44.96	89.92
10	EACH	ZIP-MIX CASTING COMBO (4.4 LBS MATERIAL 32 OZ SOLUTION) ITEM HCB100	20.76	207.60
2	EACH	ADJUSTABLE CASTING FRAME 7 1/4" X 12" TO 18" ITEM FCF100	13.20	26.40
2	EACH	ADJUSTABLE CASTING FRAME 12" X 18" TO 24" ITEM FCF200	19.60	39.20
10	EACH	EVIDENCE COLLECTION LIFTERS W/ BACKERS ITEM ECL100	17.96	179.60
2	EACH	RIFLE BOXES 25/PKG ITEM ERB004	43.16	86.32
2	EACH	GUN EVIDENCE BOXES 25/PK ITEM ECB001G	29.00	58.00
4	EACH	SMALL EVIDENCE BOXES ITEM ECB002	22.00	88.00
2	EACH	POSTMORTEM RECORD STRIP HOLDER ITEM PMNS60	10.69	21.38
2	EACH	RIGHT HAND RECORD STRIP W/ ADHESIVE BACK 500/PK ITEM FC543R5	34.88	69.76
2	EACH	LEFT HAND RECORD STRIP W/ ADHESIVE BACK 500/PK ITEM FC543L5	34.88	69.76
2	EACH	PRINTMATIC CERAMIC FINGERPRINT TAKING BINDER ITEM FPB100CM	60.87	121.74

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P.O. BOX 876
PORT NECHES TX 77651
Vendor Acct:

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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2	EACH	SEARCH CLAMP-ON FINGERPRINT ITEM FEL696A	22.36	44.72
2	EACH	PRINTMATIC PORELON INK ROLLER ITEM PIP100	25.13	50.26
6	EACH	MINI PORELON PAD ITEM PMP1002	9.20	55.20
6	EACH	EZID STAINFREE FOOTWEAR IMPRESSION SYSTEM ITEM EZID400	55.65	333.90
2	EACH	AMIDO BLACK 100G ITEM LV5001	29.21	58.42
2	EACH	THE FINGER CYANARCYLATE PACKETS ITEM CNA2001	44.64	89.28
2	EACH	OMEGA-PRINT FINGERPRINT DEVELOPER ITEM CNA103	37.13	74.26
2	EACH	OMEGA-PRINT DISPOSABLE FUMNIT TRAYS ITEM CNA106 ITEM CNA103	6.60	13.20
1	EACH	SOLID MATERIAL EVIDENCE COLLECTION CONTAINERS ITEM AEC03	94.80	94.80
1	EACH	SOLID MATERIAL EVIDENCE COLLECTION CONTAINERS ITEM AEC02	41.00	41.00
2	EACH	SOLID MATERIAL EVIDENCE COLLECTION CONTAINERS ITEM AEC01	25.20	50.40
2	EACH	SOLID MATERIAL EVIDENCE COLLECTION CONTAINERS ITEM AEC00	18.00	36.00
2	EACH	EVIDENCE MARKING FLAGS ITEM EVFM100	11.66	23.32
6	EACH	PHOTOGRAPHY ID MARKERS ITEM PIM600	14.96	89.76
2	EACH	COMBO PRO DISTANCE MEASURING TOOL	103.16	206.32

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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ITEM EDM250		
2	EACH	DEBRIS SIFTING SCREEN	123.75	247.50
		ITEM DBS3		
1	EACH	CRIME/ACCIDENT PHOTO EVIDENCE NUMBERS 1-15	39.96	39.96
		ITEM PEN15		
1	EACH	CRIME/ACCIDENT PHOTO EVIDENCE NUMBERS 16-50	95.60	95.60
		ITEM PEN1650		
1	EACH	CRIME/ACCIDENT PHOTO EVIDENCE NUMBERS 51-99	156.80	156.80
		ITEM PEN5199		
1	EACH	PHOTO LOCATOR CONES 1-8	25.16	25.16
		ITEM CSTC18V		
1	EACH	PHOTO LOCATOR CONES 9-16	26.55	26.55
		ITEM CSTC916V		
1	EACH	IMPULSE EVIDENCE TAG SEALER	244.77	244.77
		ITEM 796EC12		
2	EACH	SINGLE WHEEL 3FT CIRUMFERENCE	84.15	168.30
		ITEM RMT03		
2	EACH	TAPE MEASURE 300 FT	39.71	79.42
		ITEM SK701		
4	EACH	BIG NUMERICAL STRAIGHT REFERENCE SCALES 12" HORIZONTAL/VERTICAL 5/PK	5.85	23.40
		ITEM PPS700		
4	EACH	SANIZIDE PLUS DISINFECTANT CLEANER	13.27	53.08
		ITEM DC32		
4	EACH	SAMIWASH ANTIMICROBIAL HANDWASH	13.27	53.08
		ITEM AH16		
4	EACH	DUST RESPIRATOR/MASK	23.96	95.84
		ITEM DRM001		
20	EACH	DISPOSABLE PROTECTIVE HIGH-TOP BOOTS	3.16	63.20
		ITEM TYV201		

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6	EACH	BIOSHIELD PERSONAL ANTIMICROBAL TOWLETTES 100/PK ITEM AT100	89.96	539.76
48	EACH	ANTISEPTIC BIO-HAND CLEANER WATERLESS HAND SANITIZER ITEM ABC4	4.55	218.40
4	EACH	EVIDENCE GRABBER ITEM EG32	19.16	76.64
6	EACH	DISPOSABLE SCALPEL ITEM DCP13810	14.36	86.16
4	EACH	CARBID TIP SCRIBER ITEM GL000	10.60	42.40
2	EACH	ADHESIVE REMOVER ITEM UNSTK100	6.32	12.64
6	EACH	BIOHAZARD-HAZARD ID 1" X 3" ITEM EIL15R	6.13	36.78
2	EACH	SWAB BOX, VENTED, BLANK, 500/PK ITEM KCP2545C	189.45	378.90
3	EACH	STERILE WATER 3ML VIAL ITEM KCP247C	29.71	89.13
2	EACH	CAP-SHURE STERILE FORENSIC EVIDENCE COLLECTION SWABS, 500/PK ITEM CP500	360.00	720.00
2	EACH	RESEALABLE EVIDENCE TIES (NYLON) ITEM ET100	12.76	25.52
2	EACH	BARRIER POSTS ITEM BP5	14.21	28.42
2	EACH	SUPER TOOL ITEM LM300	67.50	135.00
1	EACH	SUPER CLEANER TOWELETTES 1000/EA ITEM FPT1M	83.97	83.97
1	EACH	PERMANENT=TYPE RECOVERY MAGNET	269.50	269.50

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QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ITEM HRM100		
1	EACH	CARRYING CASE FOR MAGNET W/ ROPE	52.30	52.30
		ITEM HRM200		
2	EACH	** ASSET # 50319, 50320 ** ELECTROSTATIC DUST PRINT LIFTER	495.20	990.40
		ITEM ESP900		
2	EACH	HARD CORE TIRE & FOOTPRINT CASTING KIT	245.20	490.40
		ITEM 639HCB		
2	EACH	CRMIE SCENE STEPPING PADS	420.75	841.50
		ITEM CSSP100K		
2	EACH	** ASSET # 50321, 50322 ** MEGA MAXX 3-WATT ALTERNATE LIGHT	956.00	1,912.00
		ITEM MMX300		
1	EACH	** ASSET # 50323 ** FORENSIC OPTICAL COMPARATOR 110 V	1,750.50	1,750.50
		ITEM FX8B		
1	EACH	** 50324 ** COLOR FORENSIC VIDEO MAGNIFIER	1,169.10	1,169.10
		ITEM FX9XL		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		267,820.09

****

For Hidalgo County use only

9-1284-421-00-280-062-0-741	46,118.00
9-1301-421-00-280-062-0-611	9,648.19
9-1301-421-00-280-062-0-664	4,234.30
9-1301-421-00-280-062-0-741	204,900.00
9-1301-421-00-280-062-0-748	2,919.60

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VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Approved ----------		

FILE COPY

Authorized by: Manuel Salazar

Elena Gomez

From: Richard Ozuna [richard.ozuna@hidalgoso.org]
Sent: Wednesday, March 10, 2010 5:09 PM
To: 'Martha Salazar'; elena.gomez@co.hidalgo.tx.us
Subject: PO number 630028

We are requesting a purchase order increase for the delivery of the crime scene investigations vehicle. We have decided to have the vendor take responsibility in the delivery not to void any warranties.

Note: The formal purchase order increase with all back up paper work has already been submitted to your office.

Thanks

RO