AI-20955 **6.D.**

Claim of Cristobal Garza

CC REGULAR

Date:	05/04/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Cristobal Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/27/2010 08:24 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Aida Alvarez Started On: 04/27/2010 08:20 AM

Final Approval Date: 04/30/2010

AI-21034 **6.E.**

Claim of Christina Frias

CC REGULAR

Date:	05/04/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Christina Frias

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/29/2010 04:07 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Aida Alvarez Started On: 04/29/2010 03:45 PM

Final Approval Date: 04/30/2010

AI-21001 **6.F.**

Cause No. CCD-1499-D; Hidalgo County ROW v. Yvette Espericueta

CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Joe Pena, ROW
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. CCD-1499-D; Hidalgo County, Texas Right of Way v. Yvette Espericueta; in County Court at Law No. Four of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:11 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Monica Badillo — Started On: 04/28/2010 02:43 PM

Final Approval Date: 04/30/2010

AI-20999 **6.G.**

Cause No. CCD-1500-E; Hidalgo County ROW v. Rio Avenue Dev. Co.

CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Joe Pena, ROW
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. CCD-1500-E; Hidalgo County, Texas, Department of Right-of-Way v. Rio Avenue Development Company, Inc. in County Court at Law No. Five of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:11 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Monica Badillo — Started On: 04/28/2010 02:37 PM

Final Approval Date: 04/30/2010

AI-20950 **6.H.**

Cause No. CL-07-3004-A

CC REGULAR

Date:	05/04/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause No. CL-07-3004-A; Manzanares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		04/30/2010 05:38 PM	PEND
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Angela Garcia

Started On: 04/26/2010 03:35 PM

Final Approval Date: 04/30/2010

AI-20970 **6.I.**

C-223-10-H; Samuel Zuniga v. Sheriff Lupe Trevino and County of Hidalgo
CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-223-10-H; Samuel Zuniga v. Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:37 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Monica Badillo			Started On: 04/27/2010 04:29 PM	
Final Approval Date: 04/30/2010				

AI-20973 **6.J.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:41 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Monica Badillo — Started On: 04/27/2010 05:00 PM

Final Approval Date: 04/30/2010

AI-21046 **6.K.**

Closed Session

CC REGULAR

Date:	05/04/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Closed Session

Information

CAPTION

Deliberate regarding commercial or financial information from a business prospect that the County of Hidalgo seeks to have locate, stay or expand in Hidalgo County and with which Hidalgo County is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to such business prospect pursuant to Chapter 551, Texas Government Code, Section 551.087.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 02:52 PM	APRV
2	Roland Garcia	Rolando Garcia	04/30/2010 04:47 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Erika Reyna			Started On: 04/30/2010 02:42 PM	
Final Approval Date: 04/30/2010				

AI-20956 **7.D.**

Claim of Cristobal Garza

CC REGULAR

Date:	05/04/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Cristobal Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/27/2010 08:24 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Aida Alvarez Started On: 04/27/2010 08:22 AM

Final Approval Date: 04/30/2010

AI-21035 **7.E.**

Claim of Christina Frias

CC REGULAR

Date:	05/04/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Christina Frias

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/29/2010 04:08 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/29/2010 03:46 PM

Final Approval Date: 04/30/2010

AI-21002 **7.F.**

Cause No. CCD-1499-D; Hidalgo County, Texas Right of Way v. Yvette Espericueta

CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Joe Pena
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. CCD-1499-D; Hidalgo County, Texas Right of Way v. Yvette Espericueta; in County Court at Law No. Four of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:11 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Monica Badillo Started On: 04/28/2010 02:44 PM

Final Approval Date: 04/30/2010

AI-21000 **7.G.**

Cause No. CCD-1500-E; Hidalgo County ROW v. Rio Avenue Dev Co. Inc

CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Joe Pena, ROW Director
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. CCD-1500-E; Hidalgo County, Texas, Department of Right-of-Way v. Rio Avenue Development Company, Inc. in County Court at Law No. Five of Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:11 PM	APRV
2	Auditor's Office	Angela Garcia	04/30/2010 05:38 PM	APRV

Form Started By: Monica Badillo Started On: 04/28/2010 02:40 PM

Final Approval Date: 04/30/2010

AI-20951 **7.H.**

Cause No. CL-07-3004-A

CC REGULAR

Date:	05/04/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause No. CL-07-3004-A; Manzanares v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/27/2010 08:16 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Angela Garcia Started On: 04/26/2010 03:39 PM

Final Approval Date: 04/30/2010

AI-20971 **7.I.**

C-223-10-H; Samuel Zuniga v. Sheriff Lupe Trevino and County of Hidalgo
CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-223-10-H; Samuel Zuniga v. Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:37 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Monica Badillo			Started On: 04/27/2010 04:30 PM	
Final Approval Date: 04/30/2010				

AI-20974 **7.J.**

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1135-10-G; Jose Luis Salas, et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:42 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Monica Badillo — Started On: 04/27/2010 05:00 PM

Final Approval Date: 04/30/2010

AI-21052 **7.K.**

Open Session

CC REGULAR

Date:	05/04/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Open Session

Information

CAPTION

Deliberate regarding commercial or financial information from a business prospect that the County of Hidalgo seeks to have locate, stay or expand in Hidalgo County and with which Hidalgo County is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to such business prospect pursuant to Chapter 551, Texas Government Code, Section 551.087

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 04:52 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Erika Reyna Started On: 04/30/2010 04:00 PM

Final Approval Date: 04/30/2010

AI-20943 **10.B.**

Domestic Relations Office appropriation of funds from reserved f/b (1100)
CC REGULAR

Date:	05/04/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Laura Hinojosa
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Clerk

Information

CAPTION

Domestic Relations Office (1100):
Pursuant to Government Code Section 51.961 subsection (e), requesting approval to unreserve funds from the Family Protection Fee reserve fund balance and set up a budget for the the Domestic Relations Office in the amount of $57,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-44-115-081-0-XXX

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

BUDGETARY IMPACT:

Funds for appropriation available as of 04/28/10.

Monies of $57,000.00 are to be unreserved from acct #0-1100-250-10-000-010-0-000 "Reserved F/B-Family Protection Fee"

Attachments

Link: Appropriation

Link: Legislative Intent Letter

Link: Government Code 51.961

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/30/2010 10:57 AM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 11:03 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/30/2010 11:32 AM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sylvia Solis Started On: 04/26/2010 10:04 AM

Final Approval Date: 04/30/2010

DATE: April 28, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Domestic Relations

ACCOUNT NUMBER: 0-1100-412-44-115-081-0-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
0-1100-412-44-115-081-0- 114	Domestic Relations -	Reg P/T Employee	21,000.00
0-1100-412-44-115-081-0- 211	Domestic Relations -	Health Insurance	2,000.00
0-1100-412-44-115-081-0- 212	Domestic Relations -	Life Insurance	20.00
0-1100-412-44-115-081-0- 220	Domestic Relations -	FICA	1,700.00
0-1100-412-44-115-081-0- 230	Domestic Relations -	Retirement	2,000.00
0-1100-412-44-115-081-0- 250	Domestic Relations -	Unemployment Comp	200.00
0-1100-412-44-115-081-0- 531	Domestic Relations -	Telephone	600.00
0-1100-412-44-115-081-0- 550	Domestic Relations -	Printing & Binding	500.00
0-1100-412-44-115-081-0- 601	Domestic Relations -	Office and computer supplies	3,000.00
0-1100-412-44-115-081-0- 619	Domestic Relations -	Other misc. supplies	1,500.00
0-1100-412-44-115-081-0- 640	Domestic Relations -	Reference materials	500.00
0-1100-412-44-115-081-0- 661	Domestic Relations -	Minor office furniture and equip.	2,500.00
0-1100-412-44-115-081-0- 664	Domestic Relations -	Other minor equipment	2,500.00
0-1100-412-44-115-081-0- 665	Domestic Relations -	Minor computer equipment	2,500.00
0-1100-412-44-115-081-0- 667	Domestic Relations -	Minor software	1,000.00
0-1100-412-44-115-081-0- 743	Domestic Relations -	Office Furniture and equip.	5,000.00
0-1100-412-44-115-081-0- 745	Domestic Relations -	Computer equipment	5,480.00
0-1100-412-44-115-081-0- 748	Domestic Relations -	Other equipment	5,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**57,000.00**

REASON: Pursuant to Government Code Section 51.961 subsection (e), requesting approval to unreserve funds from the Family Protection Fee reserve fund balance and set up an operating budget for the Domestic Relations Office in the total amount of $57,000.00. **Note: Monies are to be unreserved from acct #0-1100-250-10-000-010-0-000 "Reserved F/B-Family Protection Fee"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

COMMITTEES
FINANCE *Vice Chair*
CRIMINAL JUSTICE
SUNSET ADVISORY COMMISSION
LEGISLATIVE BUDGET BOARD

THE SENATE OF TEXAS
JUAN "CHUY" HINOJOSA
DISTRICT 20

COMMITTEES
JURISPRUDENCE
NATURAL RESOURCES
AGRICULTURE & RURAL AFFAIRS

April 7, 2010

The Honorable Laura Hinojosa
Hidalgo County District Clerk
100 North Closner
P.O. Box 87
Edinburg, Texas 78539

Dear Ms. Hinojosa:

I am writing to provide your office with legislative intent on an amendment that I authored in 2003 and that was passed into law by the 78th Texas Legislature.

In 2003, I amended HB 2292 to allow a commissioners court of a county to adopt a "family protection fee." That amendment created Section 51.961, Government Code. Subsection (e) of that section allows for a provider to provide for a variety of services related to domestic violence.

I want to make clear that my intention in passing this legislation was to allow for a provider of the type of services listed in Subsection (e), Section 51.961, Government Code, to be located within county government, including a department within a county.

I hope that is letter fully clarifies any issue relating to this legislation. But if you are in need of further clarification, please do not hesitate to contact me.

Sincerely,

Juan "Chuy" Hinojosa

cc: Ray Eufracio, Hidalgo County Auditor

612 NOLANA, SUITE 410-B
McALLEN, TEXAS 78504-3089
956/972-1841 • 956/664-0602 FAX

P.O. BOX 12068
CAPITOL BUILDING
AUSTIN, TEXAS 78711
TOLL FREE: 866/259-5016
512/463-0120 • FAX: 512/463-0229
DIAL 711 FOR RELAY CALLS

2820 SOUTH PADRE ISLAND DRIVE, SUITE 291
CORPUS CHRISTI, TEXAS 78415
361/225-1200 • FAX: 361/225-0119

www.senate.state.tx.us

SUBCHAPTER M. ADDITIONAL FILING FEE FOR FAMILY PROTECTION

Sec. 51.961. FAMILY PROTECTION FEE. (a) The commissioners court of a county shall adopt a family protection fee in an amount not to exceed $15.

(b) Except as provided by Subsection (c), the district clerk or county clerk shall collect the family protection fee at the time a suit for dissolution of a marriage under Chapter 6, Family Code, is filed. The fee is in addition to any other fee collected by the district clerk or county clerk.

(c) The clerk may not collect a fee under this section from a person who is protected by an order issued under:

(1) Subtitle B, Title 4, Family Code; or

(2) Article 17.292, Code of Criminal Procedure.

(d) The clerk shall pay a fee collected under this section to the appropriate officer of the county in which the suit is filed for deposit in the county treasury to the credit of the family protection account. The account may be used by the commissioners court of the county only to fund a service provider located in that county or an adjacent county. The commissioners court may provide funding to a nonprofit organization that provides services described by Subsection (e).

(e) A service provider who receives funds under Subsection (d) may provide family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal, and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child.

(f) In this section, "family violence" has the meaning assigned by Section 71.004, Family Code.

(g) Repealed by Acts 2007, 80th Leg., R.S., Ch. 637, Sec. 3, eff. June 15, 2007.

Added by Acts 2003, 78th Leg., ch. 198, Sec. 2.165(a), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 268, Sec. 1.66, eff. September 1, 2005.

Acts 2007, 80th Leg., R.S., Ch. 637, Sec. 1, eff. June 15, 2007.

Acts 2007, 80th Leg., R.S., Ch. 637, Sec. 3, eff. June 15, 2007.

AI-21051 **10.C.**

Acceptance of Materials

CC REGULAR

Date:	05/04/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Edinburg Boys & Girls Club:
Approval to accept materials/supplies from the Edinburg Boys & Girls Club for renovations/repairs to the San Carlos Community Center, located on 6th St. & Hwy. 107.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 04:48 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Angela Garcia			Started On: 04/30/2010 03:49 PM	
Final Approval Date: 04/30/2010				

AI-20961 **11.A.**

Constable Pct. 1 LEOSE - 2010 Appropriation of funds (1220)

CC REGULAR

Date:	05/04/2010
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #1 LEOSE (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2010 LEOSE (Peace Officer allocation) funds award received from the Texas Comptroller of Public Accounts office.
2. Approval of 2010 appropriation of funds for the Constable Precinct 1 - LEOSE (1220) and 2009 LEOSE interest earned in the total amount of $1,185.66.

BACKGROUND

See attached Budget Amendment and 2009 L.E.O.S.E. Fund Balance Analysis dated 03-10-10 provided by the Auditor's Office.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1220-421-00-291-002-0-583

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

BUDGETARY IMPACT:

See attached appropriation.

Revenue Account: 0-1220-335-00-291-000-0-000
Receipt No. 135868
Amount: $1,182.77

Attachments

Link: cert. of revenues letter

Link: Constable Pct. 1 LEOSE backup

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:33 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/28/2010 04:00 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/30/2010 04:38 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Blanca Sanchez

Started On: 04/27/2010 03:14 PM

Final Approval Date: 04/30/2010

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

April 29, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., 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, Jr., 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 funds from the Texas Comptroller of Public Accounts. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$1,182.77	Constable Pct. 1 LEOSE Annual Allocation

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/30/10
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, 398TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS
P.O. Box 13528 • Austin, TX 78711-3528

February 28, 2010

HIDALGO COUNTY CONSTABLE PRECINCT 1
1902 JOE STEPHENS AVE STE 303
WESLACO TX 78596-3704

Vendor number: 17460007176-065

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,182.77.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2011, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2011 Allocation Basis form to us no later than April 30, 2010. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures

Texas Comptroller of Public Accounts

121711511 FEBRUARY 25, 2010

TREASURY WARRANT NO.
121711511

022410 0116 902 9P100548 17460007176 065
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND 77/100 $1,182.77

TO HIDALGO COUNTY CONSTABLE PRECINCT 1
1902 JOE STEPHENS AVE STE 303
WESLACO, TX 78596-3704

VOID AFTER
08/31/2012

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈121711511⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P100548	$1,182.77

PAYING AGENCY: COMPTROLLER - STATE FISCAL
PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WWW.WINDOW.STATE.TX.US/FM/PAYMENT/
DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 17460007176 065 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 1
WARRANT NO: 121711511 ISSUE DATE: 02/24/2010 WARRANT TOTAL: $1,182.77

Texas Comptroller of Public Accounts

121711511 FEBRUARY 25, 2010

TREASURY WARRANT NO.
121711511

022410 0116 902 9P100548 17460007176 065
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND 77/100 $1,182.77

TO HIDALGO COUNTY CONSTABLE PRECINCT 1
1902 JOE STEPHENS AVE STE 303
WESLACO, TX 78596-3704

VOID AFTER
08/31/2012

Juan Cano

No. 121711511 — NOT NEGOTIABLE — Detach here before depositing →

⑈304⑈ ⑆114900164⑆ ⑈121711511⑈

RECEIVED BY
COUNTY AUDITOR
2010 AUG 4 PM 1:17

HIDALGO COUNTY, TEXAS
CONSTABLE, PRECINCT 1
WEEKLY REVENUE REMITTANCE
FOR THE 2010 LEOSE Allocation

To: Hidalgo County Treasurer
From: Constable Pct 1

The following remittance represents collections for:

I. General Fund - Constable Fees

A. Total Cash Collected ..... $
B. Total Checks Collected ..... $

Check Number		Check Amount	$
Check Number		Check Amount	$
Check Number		Check Amount	$
Check Number		Check Amount	$
mo Number		Amount	$
mo Number		Amount	$
mo Number		Amount	$
mo Number		Amount	$
cash Number		Amount	$
cash Number		Amount	$

C. Constable Receipt Sequence _____

D. Total to credit account number

Precinct 1	0 -1100-342-10-291-000-0-000	.....	$
Precinct 2	-1100-342-10-292-000-0-000	.....	$
Precinct 3	-1100-342-10-293-000-0-000	.....	$
Precinct 4	-1100-342-10-294-000-0-000	.....	$
Precinct 5	-1100-342-10-295-000-0-000	.....	$

E. Other
1. Description of Payment _____
2. Total to credit account number -1100-227-30-000-023-0-000 $ -0-

II. Law Enforcement Officer Standards and Education Funds

Credit Account Number

Precinct 1	0 -1220-421-00-291-002-0-583	.....	$1182.77
Precinct 2	-1220-421-00-292-002-0-581	.....	$
Precinct 3	-1220-421-00-293-002-0-581	.....	$
Precinct 4	-1220-421-00-294-002-0-581	.....	$
Precinct 5	-1220-421-00-295-002-0-581	.....	$

Grand Total Remitted to the County Treasurer $1182.77

APPROVED BY: _____ Constable Signature 3-2-10 Date

PREPARED BY: _____ Assistant's Signature 135868 Treasury Receipt No.

*NOTE: Weekly remittances are due on or before the seventh working day after the day on which the funds are received, in accordance with Local Government Code 113.022.

COUNTY AUDITOR'S FORM: AFS-0004
REVISED: 7/02

3/10/10

2009 LEOSE FUND BALANCE ANALYSIS

	2008 Ending F/B	2009 Actual Revenues	2009 Actual Expenditures	2009 Ending F/B	2009 Interest Dist.	2009 Ending F/B
Interest earnings		201.29	-	201.29		
DA LEOSE	7,125.66	1,709.30	-	8,834.96	68.74	8,903.70
Sheriff LEOSE	15,575.23	42,579.81	(48,206.89)	9,948.13	77.39	10,025.54
Constable Pct. 1 LEOSE	2,621.06	1,219.94	(3,469.96)	371.04	2.89	373.93
Constable Pct. 2 LEOSE	7,072.69	1,079.47	(1,909.22)	6,242.94	48.57	6,291.51
Constable Pct. 3 LEOSE	86.06	1,640.03	(1,508.92)	217.17	1.69	218.86
Constable Pct. 4 LEOSE	130.78	-	-	130.78	1.02	131.80
Constable Pct. 5 LEOSE	126.98	-	-	126.98	0.99	127.97
	32,738.46	48,429.84	(55,094.99)	26,073.31	201.29	26,073.31

Prepared By: Jennifer L. Garza

25,872.01

Customer Detail - FCINQ03A 02/29/08 10:15 am

Receipt No 135868 Old Ref. No.
Date 03-03-2010

Batch No 0 2298
Bank No 02

Customer
Received From CONSTABLE PCT.1 03/02/10

Totals

Cash		Credit	
Check	1,182.77	Memo	

Mailing Name
Address

Credits	Description	Account Number	Amount	Notation
	03/02/10 STANDARD AND EDU. FUNDS	0-1220-421-00-291-002-0-583	1,182.77-	121711511

Debits			
	03/02/10 STANDARD AND EDU. FUNDS	0-1220-101-00-000-000-0-000	1,182.77

DATE: April 28, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Constable Precinct 1 LEOSE

ACCOUNT NUMBER: 0-1220-XXX-00-291-00X-0-XXX

Contact Person: Rosalinda Cantu **Ph#:** 292-7025 ext 5408

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
0-1220-421-00-291-002-0-583	CONSTABLE PCT.1 LEOSE- TRAVEL OUT OF CO	1,182.77
0-1220-421-00-291-002-0-583	CONSTABLE PCT.1 LEOSE- TRAVEL OUT OF CO	Interest Earned 2.89
0-1220-335-00-291-000-0-000	CONSTABLE PCT.1- LEOSE REVENUE	1,182.77
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,185.66

REASON: TO APPROPRIATE LEOSE INTEREST EARNED IN 2009 AND L.E.O.S.E. REVENUE FUNDS. INTEREST EARNED IN THE AMOUNT OF $2.89 TO BE APPROPRIATED FROM FUND BALANCE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-20988 **12.A.**

Public Service Recognition Week

CC REGULAR

Date:	05/04/2010
Submitted By:	Karina Cardoza, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Approval of proclamation recognizing May 3-9, 2010 as Public Service Recognition Week and honoring all County officials and employees for their dedicated service.
2. Recognition of County officials and employees who have served for 25 or more years.

BACKGROUND

Fiscal Impact

Attachments

Link: Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 10:36 AM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Karina Cardoza Started On: 04/28/2010 10:03 AM

Final Approval Date: 04/30/2010



PUBLIC SERVICE RECOGNITION WEEK
In honor of the millions of public employees at the federal, state, county, and city levels:

Whereas Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation, and our County, working;

Whereas Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world;

Whereas Public servants include teachers, doctors, lawyers, accountants, scientists, nurses, safety inspectors, laborers, computer technicians, social workers, and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

Whereas Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

NOW, THEREFORE BE IT RESOLVED, that the Commissioners' Court of Hidalgo County do hereby announce and proclaim to all citizens and set seal hereto, that May 3-9, 2010, is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.

Approved this 4th day of May, 2010.

RENE A. RAMIREZ
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-21007 **13.A.**

County Clerk - Deletion and Creation of position(s)

CC REGULAR

Date:	05/04/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Annette Muniz
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Clerk

Information

CAPTION

1. Approval to delete one (1) vacant Senior Deputy Sheriff Step I - Warrant Officer position, slot no. 0011, budgeted salary $41,800.00.
2. Approval to create one (1) regular full-time Collections Analyst position, slot no. 0068, salary in the amount of $41,800.00.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Funds for proposed position and related fringe benefit expenditures, available from deletion of position.

Attachments

Link: FISCAL NOTE

Link: PARs

Link: Job Descriptions

Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/30/2010 02:38 PM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 02:51 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/30/2010 05:26 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sylvia Solis Started On: 04/28/2010 03:20 PM

Final Approval Date: 04/30/2010

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, May 04, 2010 **Agenda Item:** 21007

Summary of request/proposal:

County Clerk (1100):

1. Approval to delete one (1) vacant Senior Deputy Sheriff Step I - Warrant Officer position, slot no. 0011, budgeted salary $41,800.00.
2. Approval to create one (1) regular full-time Collections Analyst position, slot no. 0068, budgeted salary $41,800.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Senior Deputy Sheriff Step I - Warrant Officer	0011	113	41,800.00	0.00	-41,800.00
1100	Collections Analyst	0068	113	0.00	41,800.00	41,800.00
				41,800.00	41,800.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-40-180-001-0- 113	COUNTY CLERK - PERM F/T EMPLOYEES	$0.00
0-1100-415-40-180-001-0- 211	COUNTY CLERK - HEALTH INSURANCE	$0.00
0-1100-415-40-180-001-0- 212	COUNTY CLERK - LIFE INSURANCE	$0.00
0-1100-415-40-180-001-0- 220	COUNTY CLERK - FICA	$0.00
0-1100-415-40-180-001-0- 230	COUNTY CLERK - RETIREMENT	$0.00
0-1100-415-40-180-001-0- 250	COUNTY CLERK - UNEMPLOYMENT COMP	$0.00
0-1100-415-40-180-001-0- 260	COUNTY CLERK - WORKER'S COMP	$0.00
	2010 Budgetary Impact	$0.00

2011 Budgetary Impact: $0.00

Possible Funding Sources: **No Budgetary Impact - Funds available from deletion of position.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office DATE: 04/27/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0068

REQUESTED POSITION TITLE: Collections Analyst

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) $ 41,800.00 (Proposed Budgeted Salary) $ 41,800.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

PREPARE COMPLIANCE REPORTS NEEDED BY OCA (OFFICE OF COURT ADMINISTRATION). ALSO, PROVIDE INFORMATION TO SUPERVISOR AND COUNTY CLERK TO ENSURE THAT ALL REQUIREMENTS ARE BEING MET AS SET FORTH BY THE STATE

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 4/30/10	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 4/30/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office DATE: 04/27/10

CURRENT POSITION TITLE: Senior Deputy Sheriff Step I - Warrant Officer CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 41,800.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (41,800.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

RECLASSIFY WITH A COLLECTIONS ANALYST THAT WILL PROVIDE COMPLIANCE REPORTS REQUIRED BY THE OCA (OFFICE OF COURT ADMINISTRATION) AS SET FORTH BY THE STATE OF TEXAS.

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	4/30/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/30/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Delete

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title: Warrant Officer (Deputy Sheriff) FLSA Status: Non-Exempt

Department: 180 Civil Service Status: Non-Exempt

SUMMARY

Deliver Court Orders, such as subpoenas, warrants, capias, garnishments, and any other matters as designated and report to the Collections Department of the County Clerk.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Serve Warrants and makes arrests
- Serves court papers, including writs, summons, subpoenas, capias, etc.
- Interact with the public to assist in providing and verifying information, processing transactions issuing documents and providing general information.
- Compose and type letters, statistical reports, and other correspondences related to the area of work.
- Inputs and verifies data in the Computer System to create or update records, generate forms or reports from data.
- Provide assistance as requested by the Collections Department and/or County Clerk.
- Perform other duties as assigned.

KNOWLEDGE / SKILLS / ABILITIES

- Ability to learn the use and care of firearms, vehicles, and specialized equipment.
- Ability to analyze situations and adopt a quick, effective, and reasonable course of action;
- Knowledge of codes, statutes, and regulations pertaining to the office of the County Clerk.
- Knowledge of policies, practices, and procedures of the office of the County Clerk.
- Interpersonal skills to work effectively with other law enforcement agencies.
- Skill in communicating clearly and effectively, orally and in writing.
- Knowledge of record keeping, report preparation, filing methods, and records management techniques.
- Knowledge of basic typing skills (30 wpm) and computer data entry.
- Possess good communications skills (writing, listening, and speaking) and have the ability to deal effectively with all management levels.
- Ability to use tact, discretion, initiative, and independent judgment within established guidelines.
- Ability to organize work, set priorities, meet critical deadlines, and follow up assignments with a minimum of direction.
- Ability to communicate in English and Spanish.
- Be adaptable to changes in equipment, assignments, procedures, and methods.
- Accept work assignments that could require additional training to perform.
- Ability to project a positive and professional image of the office of the County Clerk.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED)
- Basic certification by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE)

- At least two (2) years experience or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities and satisfies state statutes.

CERTIFICATES AND LICENSES REQUIRED

- Basic Certification by the Texas Commission on Law Enforcement Officer Standards and Education at the time of hire.
- Valid Texas Motor Vehicle operator's license.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions and duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is required to stand, sit, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty-five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT

The work environment characteristics described there are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

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

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity with permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

create

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title: Collections Analyst		**FLSA Status:**	**Non-Exempt**
Dept. Code: 180		**Civil Service Status:**	**Non-Exempt**

SUMMARY:

The Collection Analyst will work closely with the Collections Supervisor in order to track daily collections efforts, design collections initiatives, create and provide analytical reports and data to improve the collections efforts of the Collections Department. Facilitate the establishment of new ideas and drive the collection effort in a timely and efficient manner.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Analyze and improve all application procedures and methods for performance quality.

Drive collections by escalating any customer issues in a professional, documented and systematic manner until resolved.

Drive the resolution of collections problems by understanding the issues, articulating those issues and getting the appropriate personnel to resolve those issues in a timely fashion.

Follow-up with the customers for final resolution of payment when most collections efforts have been exhausted.

Communicate weekly to the appropriate collection specialists on any issues requiring support and hold them accountable for their collections efforts

Weekly provide a twelve week projections forecast based on detailed and timely knowledge of our customers payment habits and issues.

Establish monthly, quarterly and yearly goals for collections specialist.

Provide presentations on statistical data to all concerned county officials that has a direct impact on the collection effort.

Manage and coordinate any internal cross functional requirements to resolve collection issues.

Provide timely collections reports and brief the Collections Supervisor on all data.

Escalate any concerns to the Collections Supervisor immediately for timely resolution.

Work directly with RevQ and ableTerm in order to enhance collections reporting in keeping with OCA directives

Provide Collections Specialist with direct support and possible enhancements of all computer based systems.

Manage all data required to keep the department in compliance with OCA standards

Performs other duties and tasks as assigned by the Hidalgo County Clerk's Collections Supervisor, Office Manager, Chief Deputy or County Clerk.

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

EDUCATION and/or EXPERIENCE:
- High school diploma or general education degree (GED).
- Associates Degree in Office Administration preferred but not required.
- Degree may be substituted with at least five (5) years of administrative experience.
- Should have administrative experience in office or related work.
- Should have experience with government work.

OTHER SKILLS AND ABILITIES:
- Ability to supervise and communicate effectively with staff and the public.
- Ability to prepare and maintain detailed records, files and reports.
- Flexibility to be cross-trained in various departments.
- Ability to develop and provide training seminars to various county departments.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions and duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is required to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty-five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

The employee will be required to lift boxes, climb ladders and place the boxes in shelving that reaches up to 16 feet

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:
- Sitting for extended periods of time.
- Operating assigned equipment.
- Climb ladders in excess of 12 feet

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.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

AI - 21007

COUNTY CLERK

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY CLERK	87,360.00	0.00	0.00	0	0.00	0.00	87,360.00	87,360.00	0.00	0.00	0.00	8,000.00	0.00	95,360.00
0002	113	CHIEF DEPUTY	68,729.00	0.00	0.00	0	0.00	0.00	68,729.00	68,729.00	540.00	0.00	0.00	0.00	0.00	69,269.00
0003	113	OFFICE MANAGER	60,211.20	0.00	0.00	0	0.00	0.00	60,211.00	60,211.00	0.00	0.00	0.00	0.00	0.00	60,211.00
0004	113	COURT MANAGER	52,132.50	0.00	0.00	0	0.00	0.00	52,132.00	47,250.00	1,680.00	0.00	0.00	0.00	0.00	48,930.00
0005	113	INTERNAL AUDITOR	50,554.35	0.00	0.00	0	0.00	0.00	50,554.00	50,554.00	720.00	0.00	0.00	0.00	0.00	51,274.00
0006	113	COLLECTIONS SUPERVSR	46,340.00	0.00	0.00	0	0.00	0.00	46,340.00	44,664.00	0.00	0.00	0.00	0.00	0.00	44,664.00
0007	113	PUBLIC INFORMATION OFFICER	40,374.00	0.00	0.00	0	0.00	0.00	40,374.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
0008	113	ADMINISTRATIVE ASSISTANT	39,493.00	0.00	0.00	0	0.00	0.00	39,493.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0009	113	EXECUTIVE ASST	39,493.00	0.00	0.00	0	0.00	0.00	39,493.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	DEPUTY CLERK	38,875.20	0.00	0.00	0	0.00	0.00	38,875.00	37,612.00	1,740.00	0.00	0.00	0.00	0.00	39,352.00
		DELETE THE FOLLOWING ↓														
~~0011~~	~~113~~	~~SR. DEP SHERIFF STEP I WARRANT OFFICER~~	~~41,800.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~41,800.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0012	113	DEPUTY CLERK	35,523.60	0.00	0.00	0	0.00	0.00	35,524.00	33,584.00	0.00	0.00	0.00	0.00	0.00	33,584.00
0013	113	DEPUTY CLERK	34,971.30	0.00	0.00	0	0.00	0.00	34,971.00	32,773.00	840.00	0.00	0.00	0.00	0.00	33,613.00
0014	113	DEPUTY CLERK	34,971.30	0.00	0.00	0	0.00	0.00	34,971.00	32,760.00	600.00	0.00	0.00	0.00	0.00	33,360.00
0015	113	DEPUTY CLERK	34,747.65	0.00	0.00	0	0.00	0.00	34,748.00	34,748.00	1,200.00	0.00	0.00	0.00	0.00	35,948.00
0016	113	DEPUTY CLERK	30,438.00	0.00	0.00	0	0.00	0.00	30,438.00	29,400.00	660.00	0.00	0.00	0.00	0.00	30,060.00
0017	113	DEPUTY CLERK	30,092.00	0.00	0.00	0	0.00	0.00	30,092.00	30,092.00	0.00	0.00	0.00	0.00	0.00	30,092.00
0018	113	COLLECT SPEC	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	360.00	0.00	0.00	0.00	0.00	29,400.00
0019	113	COLLECT SPEC	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	420.00	0.00	0.00	0.00	0.00	29,460.00
0020	113	COLLECT SPEC	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0021	113	COLLECT SPEC	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	480.00	0.00	0.00	0.00	0.00	29,520.00
0022	113	COLLECT SPEC	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	600.00	0.00	0.00	0.00	0.00	29,640.00
0023	113	COLLECT SPEC	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	540.00	0.00	0.00	0.00	0.00	29,580.00
0024	113	COLLECT SPEC	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0025	113	DEPUTY CLERK	29,012.00	0.00	0.00	0	0.00	0.00	29,012.00	29,012.00	420.00	0.00	0.00	0.00	0.00	29,432.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

AI - 21007

COUNTY CLERK

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	
0026	113	DEPUTY CLERK	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0027	113	DEPUTY CLERK	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	27,000.00	60.00	0.00	0.00	0.00	0.00	27,060.00
0028	113	DEPUTY CLERK	27,812.00	0.00	0.00	0	0.00	0.00	27,812.00	27,812.00	0.00	0.00	0.00	0.00	0.00	27,812.00
0029	113	DEPUTY CLERK	27,682.00	0.00	0.00	0	0.00	0.00	27,682.00	27,682.00	600.00	0.00	0.00	0.00	0.00	28,282.00
0030	113	DEPUTY CLERK	27,682.00	0.00	0.00	0	0.00	0.00	27,682.00	27,682.00	420.00	0.00	0.00	0.00	0.00	28,102.00
0031	113	DEPUTY CLERK	27,682.00	0.00	0.00	0	0.00	0.00	27,682.00	27,682.00	0.00	0.00	0.00	0.00	0.00	27,682.00
0032	113	DEPUTY CLERK	27,682.00	0.00	0.00	0	0.00	0.00	27,682.00	27,682.00	0.00	0.00	0.00	0.00	0.00	27,682.00
0033	113	DEPUTY CLERK	27,682.00	0.00	0.00	0	0.00	0.00	27,682.00	27,682.00	420.00	0.00	0.00	0.00	0.00	28,102.00
0034	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0035	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0036	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	300.00	0.00	0.00	0.00	0.00	27,300.00
0037	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0038	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	600.00	0.00	0.00	0.00	0.00	27,600.00
0039	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0040	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0041	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0042	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0043	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0044	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
0045	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0046	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0047	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	420.00	0.00	0.00	0.00	0.00	27,420.00
0048	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0049	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0050	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0051	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0052	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0053	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

AI - 21007

COUNTY CLERK

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	
0054	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
0055	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0056	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0057	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0058	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0059	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0060	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0061	113	DEPUTY CLERK I	27,000.00	0.00	0.00	0	0.00	0.00	27,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0062	114	DEPUTY CLERK	17,519.00	0.00	0.00	0	0.00	0.00	17,519.00	15,600.00	0.00	0.00	0.00	0.00	0.00	15,600.00
0063	114	DEPUTY CLERK	17,519.00	0.00	0.00	0	0.00	0.00	17,519.00	15,600.00	0.00	0.00	0.00	0.00	0.00	15,600.00
0064	114	DEPUTY CLERK	17,519.00	0.00	0.00	0	0.00	0.00	17,519.00	15,600.00	0.00	0.00	0.00	0.00	0.00	15,600.00
0065	114	DEPUTY CLERK	17,519.00	0.00	0.00	0	0.00	0.00	17,519.00	15,600.00	0.00	0.00	0.00	0.00	0.00	15,600.00
0066	114	DEPUTY CLERK	17,519.00	0.00	0.00	0	0.00	0.00	17,519.00	15,600.00	0.00	0.00	0.00	0.00	0.00	15,600.00
0067	114	DEPUTY CLERK	17,519.00	0.00	0.00	0	0.00	0.00	17,519.00	16,380.00	0.00	0.00	0.00	0.00	0.00	16,380.00
0068	**113**	**CREATE THE FOLLOWING ↓ COLLECTIONS ANALYST**	**0.00**	**0.00**	**41,800.00**	**0**	**0.00**	**41,800.00**	**41,800.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			2,081,734.10	0.00	0.00		0.00	0.00	2,081,733.00	1,919,631.00	13,620.00	0.00	0.00	8,000.00	0.00	1,941,251.00

1. Approval to delete one (1) vacant Senior Deputy Sheriff Step I - Warrant Officer position, slot no. 0011, budgeted salary $41,800.00.

2. Approval to create one (1) regular full-time Collections Analyst position, slot no. 0068, salary in the amount of $41,800.00.

Personnel actions pending CC approval.

AI-20966 **14.A.**

Local Border Security Program Grant (1284)

CC REGULAR

Date:	05/04/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of Resolution for the Local Border Security Program Grant from Criminal Justice Division, Office of the Governor.
2. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program (CJD) Grant.
3. Approval of budget appropriation for the Hidalgo County Sheriff's Office portion of the Local Border Security Program (CJD) Grant in the amount of $654,210.00.

BACKGROUND

Grant was accepted on 04/13/10 (AI-20676).

Grant No. 2332101 Grant Period: 04/01/10 to 03/31/11

The amount of $900,000 was awarded to the Hidalgo County Sheriff's Office, Constable Precinct 2 and Precinct 3.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local cash match is required.

Attachments

Link: resolution

Link: certification.revenues

Link: LBSP.budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/30/2010 08:56 AM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 09:33 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/30/2010 02:52 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Emilia Uriegas

Started On: 04/27/2010 04:11 PM

Final Approval Date: 04/30/2010

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the Project Title: Local Border Security Program (LBSP-10) - Hidalgo County project be operated for the period of April 1st, 2010 through March 31st, 2011; and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge Rene Ramirez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for Hidalgo County Local Border Security Program (LBSP-10) - Hidalgo County project to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on 13th of April, 2010.

Signed by:

_____
Rene Ramirez
Hidalgo County Judge

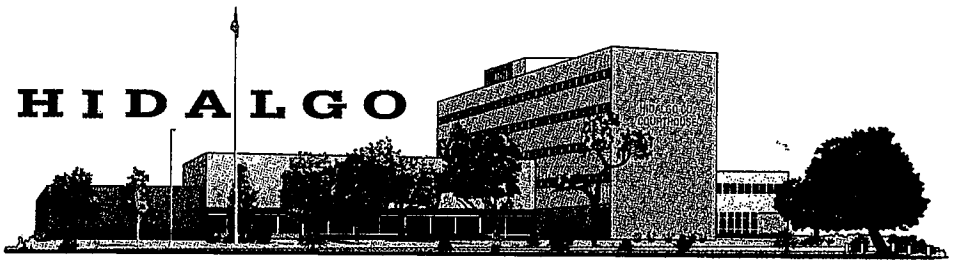
_____
A.C. Cuellar
Commissioner, Pct. # 1

_____
Joe M. Flores
Commissioner, Pct. # 3

_____
Hector "Tito" Palacios
Commissioner, Pct. # 2

_____
Oscar L. Garza
Commissioner, Pct # 4

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

April 12, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., 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 Office of the Governor - Criminal Justice Division (CJD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$900,000.00	2332101 Local Border Security Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/12/10
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: April 27, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Local Border Security Program (CJD)

ACCOUNT NUMBER: 0-1284-421-00-280-057-1-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
0-1284-421-00-280-057-1-131	Overtime	291,807.36
0-1284-421-00-280-057-1-220	FICA	22,323.28
0-1284-421-00-280-057-1-230	Retirement	27,780.06
0-1284-421-00-280-057-1-250	Unemployment Compensation	12,840.30
0-1284-421-00-280-057-1-581	Travel in County	39,390.00
0-1284-421-00-280-057-1-741	Vehicles	260,069.00
	TOTAL APPROPRIATIONS	654,210.00
0-1284-331-12-280-057-1-000	Criminal Justice Division (CJD), Office of the Governor	654,210.00
	TOTAL REVENUES	654,210.00

REASON: **To appropriate budget for the Local Border Security Program Grant from Criminal Justice Division (CJD), Office of the Governor.**

Grant Number: 2332101 **Grant Period: 04/01/10 to 03/31/11**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20998 **14.B.**

COPS Technology Program Grant

CC REGULAR

Date:	05/04/2010
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 Co. Auditor for the COPS Technology Program Grant.
2. Approval of budget appropriation for the COPS Technology Program Grant from the U. S. Department of Justice, Office of Community Oriented Policing Services (COPS) in the amount of $75,000.00.

BACKGROUND

On 10/20/09, Commissioners' Court approved the acceptance of the COPS Technology Program Grant (AI-18038).

Grant Number: 2009CKWX0296
Grant Period: 03/11/09 to 03/10/12

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local cash match is required.

Attachments

Link: Cert. of Revenues & backup

Link: COPS.Tech.budget

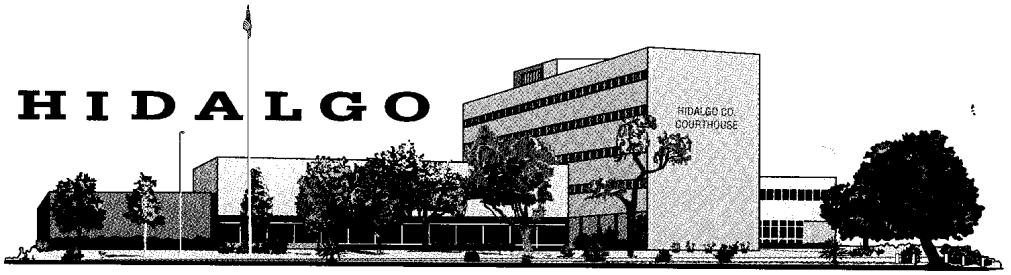
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/29/2010 09:10 AM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 09:37 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/30/2010 03:45 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Emilia Uriegas — Started On: 04/28/2010 02:06 PM

Final Approval Date: 04/30/2010

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

October 15, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Department of Justice – Office of Community Oriented Policing Services (COPS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$75,000.00	COPS Technology Program Grant #2009CKWX0296

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/15/09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Ave., NW
Washington, DC 20530

September 21, 2009

Sheriff Guadalupe Treviño
Hidalgo County
711 El Cibolo Road
P.O. Box 1228
Edinburg, TX 78540

Re: Technology Program Grant #2009CKWX0296
ORI#: TX10800

Dear Sheriff Treviño:

Congratulations! On behalf of Attorney General Eric Holder, I am pleased to inform you that the COPS Office has approved your agency's request for funding in the amount of $75,000 under the COPS Technology Program. Enclosed in this packet is your grant award. **The award document must be signed and returned to the COPS Office within 90 days from the date of this letter to officially accept your grant.** On the reverse side of the grant award is a list of conditions that apply to your grant. You should read and familiarize yourself with these conditions. In addition, your Grant Owner's Manual and other important information to assist you with the implementation of your award are available online at http://www.cops.usdoj.gov/Default.asp?Item=2200.

The official start date of your grant is March 11, 2009. Therefore, you can be reimbursed for approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process, and grant funds may only be used for approved items. Also, please be aware that any vendor or contractor who participated in drafting your grant application may not receive federal funding for any procurement under this award.

Within a few weeks, you will receive a financial documentation package from the Office of the Chief Financial Officer, Office of Justice Programs. This important package will contain the forms and instructions necessary to begin drawing down funds for your grant.

Once again, congratulations on your Technology Program award. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1.800.421.6770.

Sincerely,

David M. Buchanan
Acting Director

COPY

U.S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
Law Enforcement Technology

Treasury Account Symbol (TAS) 15X0406

Grant #: 2009CKWX0296
ORI #: TX10800

Applicant Organization's Legal Name: Hidalgo County
OJP Vendor #: 746000717
DUNS#: 557453008

Law Enforcement Executive: Sheriff Guadalupe Treviño
Address: 711 El Cibolo Road
P.O. Box 1228
City, State, Zip Code: Edinburg, TX 78540
Telephone: (956) 383-8114
Fax: (956) 393-6179

Government Executive: County Judge Juan Dedios Salinas
Address: 100 East Cano Street
P.O. Box 1356
City, State, Zip Code: Edinburg, TX 78539
Telephone: (956) 318-2600
Fax: (956) 318-2699

Award Start Date: 3/11/2009 Award End Date: 3/10/2012
Award Amount: $ 75,000.00

SEP 2 2009

David Buchanan
Acting Director

Date

By signing this Award Document, the grantee agrees to abide by all 19 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Typed Name and Title of Law Enforcement Official

Date

Signature of Government Official with the Authority to Accept this Grant Award

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 96111

17. To facilitate communication among local and state governmental agencies regarding various information technology projects, the grantee agrees to notify the appropriate State Information Technology Point of Contact of the receipt of this grant award. For a list of State Information Technology Points of Contact, visit http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

18. The grantee agrees to comply with 28 C.F.R. Part 61 (Procedures for Implementing the National Environmental Policy Act).

19. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

COPY

U. S. Department of Justice

Community Oriented Policing Services

Grants Administration Division

Law Enforcement Technology

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Sheriff Guadalupe Treviño
Hidalgo County

From: Andrew A. Dorr, Assistant Director for Grants Administration
Raymond Reid, Grant Program Specialist
Budget Prepared By: Raymond Reid, Grant Program Specialist

Re: Law Enforcement Technology Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

OJP Vendor #: 746000717 **ORI #: TX10800** **DUNS #: 557453008** **Grant #: 2009CKWX0296**

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Equipment	$70,674.00	$70,674.00	$0.00	
Other	$4,326.00	$4,326.00	$0.00	
Direct Costs:	$75,000.00	$75,000.00	$0.00	
Grand Total	**$75,000.00**	**$75,000.00**	**$0.00**	

Grand Total:		
	Federal Share:	**$ 75,000.00**
	Applicant Share:	**$ 0.00**

Cleared Date: 8/18/2009

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the three-year grant period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of $100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of $550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant.

COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

ACCEPTING YOUR GRANT AWARD

Frequently Asked Questions *(Rev. August 2009)*

HOW DO I ACCEPT THIS AWARD?

Accepting your COPS award is a simple and straightforward process. The award document to accept your new grant can be found in the award packet. Other important information about your award can be found online at www.cops.usdoj.gov. You should carefully read all award information prior to signing the award document and accepting your grant.

- **COPS Grant Award Document** – To accept your award, this document must be signed by the top law enforcement and government executives or agency executives as indicated on your award document, and then returned to the COPS Office.

WHERE CAN I FIND THE SUPPORTING PAPERWORK FOR MY AWARD, SUCH AS THE GRANT OWNER'S MANUAL?

For your convenience, we have several supporting documents available online at www.cops.usdoj.gov to assist you in implementing your grant. These resources include a Grant Owner's Manual, Financial Status Report (SF-269A), "Helpful Hints" Guide for Completing an SF-269A, Change of Information Sheet, COPS Publication Request Form, and letter regarding federal civil rights laws.

WHO MUST SIGN THE AWARD DOCUMENT?

The law enforcement and government executives (as indicated on your award document) that have ultimate financial and programmatic authority for the grant must sign the award document. They are generally the highest-ranking officials within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent for law enforcement executives, and Mayor, City Administrator, or equivalent for government executives). For non-law enforcement agencies (universities, private organizations, etc.), the authorized officials are the programmatic and financial officials who have the ultimate signatory authority to sign contracts on behalf of your organization. Typically, these are the same executives who signed the forms located in your application package.

ARE PHOTOCOPIED OR STAMPED SIGNATURES ACCEPTABLE ON THE AWARD DOCUMENT?

No. All signatures on the award document must be original. Stamped or photocopied signatures will not be accepted.

MAY I RETURN A SIGNED PHOTOCOPY OF THE AWARD DOCUMENT?

No. Only a signed, original award document (i.e., the actual document mailed to you by the COPS Office) will be accepted.

HOW LONG DO I HAVE TO RETURN THE SIGNED AWARD DOCUMENT?

Your agency has 90 days from the date listed on the award congratulatory letter to return your signed award document to the COPS Office. Failure to return your signed award document within the 90-day

DATE: April 28, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: COPS Technology Program

ACCOUNT NUMBER: 0-1284-421-00-280-069-2-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
0-1284-421-00-280-069-2-432	Repair & Maint. Services--Equipment & Vehicles	1,179.40
0-1284-421-00-280-069-2-601	Office & Computer Supplies	2,541.60
0-1284-421-00-280-069-2-619	Other Miscellaneous Supplies	9,360.00
0-1284-421-00-280-069-2-745	Computer Equipment	61,919.00
	TOTAL APPROPRIATIONS	75,000.00
0-1284-331-11-280-069-2-000	Office of Community Oriented Policing Services Department of Justice	75,000.00
	TOTAL REVENUES	75,000.00

REASON: **To appropriate budget for the COPS Technology Program Grant from the Office of Community Oriented Policing Services (COPS), U.S. Department of Justice.**

(Purchase of laptops, mounts, linadapt, and installation.)

Grant Period: 03/11/09 to 03/10/12 **Grant Number: 2009CKWX0296**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-20959 **16.A.**

2010 Interlocal Cooperation Agreement between Cities and Hidalgo County

CC REGULAR

Date:	05/04/2010
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	Juan Martinez
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Fire Marshal's Office

Information

CAPTION

Discussion, consideration and approval of the 2010 Interlocal Cooperation Agreement for Rural Emergency Services between participating cities and Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-0XX-0-841

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

BUDGETARY IMPACT:

Please refer to attached expenditure summary report for various Fire Departments funding.

Rates remain the same as in 2009 Interlocal Agreements.

Attachments

Link: 2010 Interlocal Agreement

Link: exp summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:32 AM	APRV
2	Roland Garcia	Rolando Garcia	04/30/2010 03:35 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Yolanda Orozco Started On: 04/27/2010 02:07 PM

Final Approval Date: 04/30/2010

Interlocal Cooperation Agreement between and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the ___ day of _____, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of _____, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2010.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2010.

1.2 After December 31, 2010, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) days notice.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal's office and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the Entity in rural/ un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 FALSE ALARM – The intentional/unintentional initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any incorporated area(s) within Hidalgo County that exist as an entity limit at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency call for service situation, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention is necessary due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a Entity is requested to assist another entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding Entity requests assistance from another Entity or Department.

2.26 MUTUAL AID – where a primary entity response to an emergency event when the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response, (this includes any element of public works that is called upon to help achieve the objective.) Each Secondary Entity summoned and that responds is eligible to receive the rate of pay as the primary entity. The Fire Chief or designee, for the Primary Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire. (not including piled brush from land clearing/cleaning operations.)

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY ENTITY – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section 3.2, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, piled/cleared land materials, or other unwanted refuse, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and/ or RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY ENTITY – the Entity who is a party to a cooperative agreement with the County and is assigned or requested by the County, or secondary entity under Section 2.25 or 2.26 to respond to assist the primary city in any type of emergency response to an area where the emergency occurred. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving rubbish fires, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual Emergency services were rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the Entity performed in a manner that is not covered in any of the herein described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the extenuating circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind. (Piled/ Demolished building materials are classified in Rubbish Fires Section 2.39 and do not constitute a structure fire.)

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires Entity personnel emergency response to and to deal with public and/or manage property extinguishment. Rubbish fires are excluded from this category. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situatio dictate immediate traffic control, or public redirection.

3.0 ENTITY RESPONSIBILITIES

3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The

Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 **ADMINISTRATION**

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections

d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the Entity performing such services under this Agreement. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date.

Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within ten (10) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within it's emergency response district, Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV**	**(CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V**	**(CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI**	**(CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. **CATEGORY I**. **A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary entity)

.2 **HAZARDOUS MATERIALS INCIDENT**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICLE FIRE**

.6 **VEHICULAR EXTRICATION**

.7 **PUBLIC WORKS RESPONSE**

.8 **REGIONAL MEDICAL RESPONSE TEAM**

.9 **SECONDARY ENTITY** (in place of primary entity.)

.10 **SPECIAL SITUATIONS**

6.1.4.II. **CATEGORY II**. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**

.2 **AUTHORIZED BURNING**

.3 **MEDICAL CALL**

.4 **MUTUAL AID**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident,** as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**

.2 **RECOVERY CALL - BODY**

.3 **BEE ATTACK**

.4 **PETROLEUM BASED INCIDENT STANDBY**

.5 **WIRELINE INCIDENTS**

.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL

.2 LANDING ZONE

6.1.4.V. **CATEGORY V.** At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL
.2 GOOD INTENT CALLS
.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. Entity is expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

9.4 TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo
Rene A. Ramirez, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

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

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

9.8 HEADINGS. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties' signatures are executed.

CITY OF

_____ **_____**

By: **Date**

ATTEST:

_____

City Secretary

COUNTY OF HIDALGO

_____ **_____**

Rene A. Ramirez, County Judge **Date**

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____
Stephen L. Crain

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____
DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____
_____ NON-APPLICABLE DEPARTMENT: _____
CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____
CALLER ADDRESS: _____ OTHER: _____ PHONE: _____
CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:
_____
OCCUPANT NAME: _____ OWNER NAME: _____
OWNER ADDRESS:
_____
OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE:
_____
TYPE OF ACTION TAKEN:
_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____
OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

Incident Commander: _____ Report Prepared by: _____
ESTIMATED $ LOSS: _____ ATTEST: _____
Fire Chief

REIMBURSEMENT REQUESTED: ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

HCFMO Approval Amount : ____$125.00 ____$275.00 ____$425.00 ____$600.00 ____$1000.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-422-20-300-002-0-841	EMERG SRVS-ALAMO FD-AID TO GOVT AGENCY	96,000.00	.00	18,250.00	18,250.00	77,750.00	19.01
0-1100-422-20-300-003-0-841	EMERG SRVS-ALTON FD-AID TO GOVT AGENCY	150,000.00	.00	56,000.00	56,000.00	94,000.00	37.33
0-1100-422-20-300-004-0-841	EMERG SRVS-DONNA FD-AID TO GOVT AGENCY	72,000.00	.00	15,875.00	15,875.00	56,125.00	22.05
0-1100-422-20-300-005-0-841	EMERG SRVS-EDCOUCH FD-AID TO GOVT AGENCY	26,880.00	.00	1,725.00	1,725.00	25,155.00	6.42
0-1100-422-20-300-006-0-841	EMERG SRVS-EDINBURG FD-AID TO GOVT AGNCY	180,000.00	.00	43,175.00	43,175.00	136,825.00	23.99
0-1100-422-20-300-007-0-841	EMERG SRVS-ELSA FD-AID TO GOVT AGENCY	88,000.00	.00	12,550.00	12,550.00	75,450.00	14.26
0-1100-422-20-300-008-0-841	EMERG SRVS-HIDALGO FD-AID TO GOVT AGENCY	4,320.00	.00	1,750.00	1,750.00	2,570.00	40.51
0-1100-422-20-300-009-0-841	EMERG SRVS-LA JOYA FD-AID TO GOVT AGENCY	60,000.00	.00	18,100.00	18,100.00	41,900.00	30.17
0-1100-422-20-300-010-0-841	EMERG SRVS-LA VILLA FD-AID TO GOVT AGNCY	30,000.00	.00	4,600.00	4,600.00	25,400.00	15.33
0-1100-422-20-300-011-0-841	EMERG SRVS-LINN-SAN MANUEL FD-AID TO GOV	71,500.00	.00	26,775.00	26,775.00	44,725.00	37.45
0-1100-422-20-300-012-0-841	EMERG SRVS-MCALLEN FD-AID TO GOVT AGENCY	18,000.00	.00	2,925.00	2,925.00	15,075.00	16.25
0-1100-422-20-300-013-0-841	EMERG SRVS-MERCEDES FD-AID TO GOVT AGNCY	60,000.00	.00	15,400.00	15,400.00	44,600.00	25.67
0-1100-422-20-300-014-0-841	EMERG SRVS-MISSION FD-AID TO GOVT AGENCY	77,000.00	.00	20,475.00	20,475.00	56,525.00	26.59
0-1100-422-20-300-015-0-841	EMERG SRVS-MONTE ALTO FD-AID TO GOVT AGN	66,000.00	.00	7,850.00	7,850.00	58,150.00	11.89
0-1100-422-20-300-016-0-841	EMERG SRVS-PALMVIEW FD-AID TO GOVT AGNCY	126,500.00	.00	26,250.00	26,250.00	100,250.00	20.75
0-1100-422-20-300-017-0-841	EMERG SRVS-PHARR FD-AID TO GOVT AGENCY	11,000.00	.00	4,600.00	4,600.00	6,400.00	41.82
0-1100-422-20-300-018-0-841	EMERG SRVS-SAN JUAN FD-AID TO GOVT AGNCY	22,000.00	.00	.00	.00	22,000.00	.00
0-1100-422-20-300-019-0-841	EMERG SRVS-WESLACO FD-AID TO GOVT AGENCY	104,500.00	.00	31,600.00	31,600.00	72,900.00	30.24
0-1100-422-20-300-026-0-841	EMERG SRVS-SULLIVAN FD-AID TO GOVT AGENC	70,000.00	.00	15,675.00	15,675.00	54,325.00	22.39
1100 GENERAL FUND		**1,333,700.00**	**.00**	**323,575.00**	**323,575.00**	**1,010,125.00**	**24.26**
0 YEAR 0		**1,333,700.00**	**.00**	**323,575.00**	**323,575.00**	**1,010,125.00**	**24.26**

AI-20990 **17.A.**

Request for Approval - Fuel Reimbursement for Mr. Rick Sunday
CC REGULAR

Date: 05/04/2010
Submitted By: Nelda Rios, FACILITIES MANAGEMENT
Submitted For: Rick Sunday
Department: FACILITIES MANAGEMENT
Agenda Category: Buildings and Grounds

Information

CAPTION

Pursuant to fuel policy, requesting approval to reimburse Rick Sunday for the purchase of fuel for the Facilities Management department in the amount of $6.00 with authority for County Treasurer to issue payment/check after Auditors processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-40-220-001-0-626
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 4/29/10 is $16,500.00.

Attachments

Link: RickSundayAffidavit
Link: Rick Sunday Fuel Receipt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:04 PM	APRV
2	Perla Lopez	Perla Lopez	04/29/2010 09:16 AM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Nelda Rios
Started On: 04/28/2010 11:17 AM

Final Approval Date: 04/30/2010

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Richard Sunday, do hereby state that the item(s) listed on the invoice(s) named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
N/A	03/01/10	$ 6.00	Stripes; 621 E. Nolana Edinburg, Tx. 78539 TP4857 1047-001 Store # 9673 (gas ticket: reimbursement) *(see attached receipt)
TOTAL		$ 6.00	

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

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

SIGNATURE: x Richard M. Sunday

TITLE: x Richard M. Sunday
PERSON MAKING PURCHASE

Before me Irene Cantu, a Notary Public, appeared Richard M. Sunday and on **his** oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and corre in every respect. **His / S** further stated **His / S** requested payment of the same.

SEAL IRENE CANTU
Notary Public, State of Texas
My Commission Expires
March 11, 2011

x Irene Cantu
NOTARY PUBLIC IN AND FOR THE STATE OF TEX

x
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

Personal Cash Card wouldn't work. After 3 tries, out of gas driving from station to station. Had to use my own Amex Card

Stripes # 9673
621 E. Nolona
Edinburg TX

TP48571047-001 STRIPES 9673
621 E NOLANA
MCALLEN TX 78539

DUPLICATE OUTDOOR RECEIPT

DATE 03/01/10
TIME 1:36 PM
AUTH# 506026

Unit #20
Plate 835-Z10
Richard M. Scurday
ID# 175781
Mileage 48,286

AMEX
ACCOUNT NUMBER
XXXX XXXXXX X1008

PUMP	PRODUCT	PPG
03	UNLD	$2.559

GALLONS	TOTAL
2.344	$6.00

THANKS, COME AGAIN

AI-20965 **18.A.**

Public Hearing - Annual Action Plan

CC REGULAR

Date:	05/04/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Public Hearing regarding the draft 2010-2011 Hidalgo County Urban County Program One Year Action Plan and the Three (3) Year Consolidated Plan for Program Years 23, 24 & 25. (2010-2011, 2011-2012, and 2012-2013).

BACKGROUND

The Annual Action Plan for Year 2010 is based on a budget of $12,484,068.00. The allocation is as follows:

$9,139,948.00	(CDBG)
$2,973,382.00	(HOME)
$ 370,738.00	(Emergency Shelter Grant-ESG)
$12,484,068.00	:Total

A draft copy of the Annual Workplan was made available for review at the Urban County Program office for a thirty-day comment period beginning with April 3, 2010 and ending on May 3, 2010. The Three (3) Year Consolidated Plan was also made available for review at the Urban County Program office for a thirty-day comment period beginning April 1, 2010 to April 30, 2010. All comments received will be noted in the final work plans submitted to HUD.

Fiscal Impact

Attachments

Link: Public Hearing Notice

Link: action plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:34 AM	APRV
2	Perla Lopez	Perla Lopez	04/29/2010 10:10 AM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Estella Webber — Started On: 04/27/2010 03:59 PM

Final Approval Date: 04/30/2010

PUBLIC HEARING NOTICE
HIDALGO COUNTY
URBAN COUNTY PROGRAM

In compliance with the Consolidated Plan for Community Planning & Development (CDBG, HOME, ESG), **Hidalgo County** will conduct a public hearing to solicit input from interested parties on the County's needs under the **(23rd)** year Urban County Program **(Year 2010),** and the **Three (3) Year Consolidated Plan for Program Years 23, 24 & 25. (2010-2011, 2011-2012, and 2012-2013).**

The overall goals for the Consolidated Plan are to strengthen partnerships with jurisdiction, to extend and strengthen partnerships among all levels of government and the private sector, including profit and nonprofit organizations, to enable them to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for very low income persons.
The public hearing will be held on **Tuesday**, **May 4, 2010** at **9:30 A.M.** at the following location:

Hidalgo County Commissioner's Court
100 E. Cano Street,
Edinburg, Texas 78540

The **Urban County Program** anticipates an allocation of approximately **($12,484,068.00)** based on last year's allocation. Listed below is a partial listing of eligible activities.

Public Facilities Needs
- Senior Centers
- Youth Centers
- Neighborhood Facilities
- Parks and Recreation Facilities
- Health Facilities
- Child Care Facilities
- Parking Facilities

Infrastructure Improvement Needs
- Flood Drain Improvements
- Water Improvements
- Sewer Improvements
- Street Improvements

Public Service Needs
- Senior Services
- Handicapped Services
- Youth Services
- Child Care Services

Accessibility

Economic Development Needs
- Technical Assistance

Lead-Based Paint/Hazard Abatement

Code Enforcement

Emergency Shelter Needs

Housing Needs

Community Planning

Program Administration

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) **787-8127**. Written comments can be forwarded to :

Diana R. Serna, Director
Hidalgo County – Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

2010 ANNUAL WORK PLAN

2010	ALAMO	$ 334,011.00
03K **Env. Ass.** **58.36**	**STREET IMPROVEMENTS** Project consists of the Overlay of North 10th Street (Between Duranta Avenue & Acacia Avenue) and Birch Street (from 9th to 10th Street), to include but not limited to the overlay, drainage improvements, advertisements, engineering fees, and other appurtenances as they pertain to project completion. LOCATION: North 10th Street (from Duranta Avenue & Acacia Avenue) and Birch Street (9th to 10th) in Alamo TX. CENSUS TRACT: 0219.02 (03 & 04)BENEFICIARIES: 4215	**$100,134.00**
03O **Exempt** **58.34 (a) (11)**	**FIRE STATION EQUIPMENT** Project consists of the reimbursement of Pre-award costs for the construction of a new Fire Station. LOCATION: 423 N. Tower Road, Alamo Texas 78516 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074	**$32,296.00**
03E **Exempt** **58.34 (a)(11)**	**NEIGHBORHOOD FACILITY**-(Library) Project consists of the reimbursement of Pre-award costs for the construction of a pubic library. LOCATION: 416 N. Tower Road., Alamo, Texas 785169 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074	**$103,979.00**
03J **Exempt** **58.34 (a)(11)**	**WATER/SEWER IMPROVEMENTS:** Project consists of the reimbursement of Pre-award costs for the construction of a new 500 K gallon elevated storage tank. LOCATION: 320 S. 9th Street, Alamo, Texas 78516 CENSUS TRACT: 0219.01 (02) 0220.02 (01-04) 0219.02 (01-05) 0220.01 (04) BENEFICIARIES: 15074	**$67,602.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth, and purchase of minor recreational equipment / supplies. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Project outcome will develop character and leadership skills. Location of service: 501 N. 13th Street, Alamo, Texas	**$30,000.00**

2010	ALTON	$ 334,011.00
03O **CE not subj. to 58.35 (b)(3)**	**FIRE STATION/EQUIPMENT** The City of Alton will utilize the funds to purchase fire fighting equipment (bunker gear), medical equipment and related equipment and supplies for its firefighters and fire units. **LOCATION:** Alton Fire Dept., 509 S. Alton Blvd., Alton, TX **CENSUS DATA:** 241.04 (02,03) 241.05 (02,03,04) 241.06 (01) **BENEFICIARIES:** 4377	**$34,284.00**
03K **CE Subject to 58.35 (a)(1)**	**STREET IMPROVEMENTS** The City of Alton will utilize funding for various road improvements throughout the city. Identified streets will be reconstructed with pavement overlays. **LOCATION:** Sycamore, Eisenhower, Chicago, and Bella Vista Streets, Alton, TX **CENSUS DATA:** 241.04 (3) 24105 (2) 24106 (1) **BENEFICIARIES:**2387	**$249,727.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – ALTON SENIOR CENTER** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for a van driver and other center staff as needed that will provide direct services to the elderly. **Project consists of transporting the elderly to and from the senior center, to medical facilities as needed, and the delivery of meals to 10+ homes in Alton.** Location of service: Alton Senior Center – 289 W. Dawes Avenue and citywide areas	**$15,000.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF ALTON** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff (coordinators, referees, umpires, lifeguards, etc.) providing direct services to the youth and purchase of minor recreational equipment / supplies. Project consists of providing an after school recreational program that includes the promotion of health, sports program, social education, and vocational and character development of the youth in the community. Location of service: Alton Recreation Center – 329 W. Dawes Avenue, Alton, TX; Sylvia Vela Park – 6161 N. Alton Blvd., Alton	**$30,000.00**
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	**$5,000.00**

2010	DONNA	$334,011.00
03K **Exempt** **58.34 (a) (11)**	**STREET IMPROVEMENTS** Project consists of the payment of Certificates of Obligation (bond payment) for street improvements previously completed. **LOCATION: City wide project** **CENSUS DATA: 0221.01 (01,02 & 04), 0221.02 (01-03), 0222.01 (01-02) & 0222.02 (01004)** **BENEFICIARIES: 14577**	**$ 237,235.00**
03F **Environmental Assessment**	**PARKS, RECREATIONAL FACILITIES** Project consists of the improvements of parking lots for three city parks, 1) Altas Palmas Park and 2) Little League Park 3) Donna Square Park. The improvements will include but not limited to construction of a Parking area and purchase and installation of water fountains at Altas Palmas and Little League Park. The project also include the demolition and reconstruction to the existing pavilion at the Donna Square City Park, along with installation of new sidewalks and water fountains. And the purchase and installation of play ground equipment at all three parks, to include but not limited to the engineering fees, material testing fees, advertisements and all related appurtenances as they pertain to project completion. **LOCATION: Altas Palmas Park, Little League Park and Donna Square City Park** **CENSUS DATA: 0221.02 (02) and 0222.02 (03)** **BENEFICIARIES: 3627**	**$ 96,776.00**

2010	EDCOUCH	$334,011.00
03I **EA**	**FLOOD DRAINAGE IMPROVEMENTS** Project consists of acquiring property and or easements/right of ways for drainage improvements construction including the widening of ditches and other services such as appraisals, legal, engineering, surveying, testing, and any other requirements to complete the project. **LOCATION:** North west side of town including farm tract 614 & 615 and the other on the south west side of town including farm tracts 562 & 505. **CENSUS DATA: 245.00 (01-03)** **BENEFICIARIES:** 3351	**$150,000.00**
03J **EA**	**WATER / SEWER IMPROVEMENTS** This project consists of construction for a permanent lab building which will contain material needed for utilities and any other appurtenances needed to undertake this project. Plans will contain eye and body shower and any other appurtenances as related to this project. **LOCATION:** Wastewater Treatment Plant, ¼ Mile east of Mile 17 **CENSUS DATA: 245.00 (01-03)** **BENEFICIARIES:** 3351	**$40,000.00**
03F **EA**	**PARKS & RECREATIONAL FACILITIES** The proposed project calls for the purchase and installation of playground equipment, lighting for the baseball field park, construction of walking trail (widening and replacing concrete with asphalt) and any other appurtenances as related to the project. **LOCATION:** Location #1: Edcouch Baseball Park, 107 S Llano Grande Ave, Edcouch TX Location #2: Bell Park, 203 Industrial St, Edcouch TX Location #3: Juan Rodriguez Park, 307 Southern Ave, Edcouch TX Location #4: Placido Park, 302 Angelita St, Edcouch TX **CENSUS DATA: 245.00 (01-03)** **BENEFICIARIES:** 3351	**$89,011.00**
03O **CE not subj. to 58.35 (b)(3)**	**FIRE STATION/EQUIPMENT** The purchase of self contained apparatus will improve the fire department effectiveness. Self contained apparatus would improve the quality of fire department equipment and decrease the chances of spreading bacteria through the sharing of equipment. **LOCATION: 200 W. Santa Rosa Avenue, Edcouch, Texas** **CENSUS DATA: 245.00 (01-03)** **BENEFICIARIES:** 3351	**$30,000.00**

2010	EDCOUCH	CONT'D
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – NUESTRA CLINICA DEL VALLE** **Expenditures include, but not limited to, the reimbursement of medical services, support services of pharmacy, radiology, and laboratory and sub-specialty referral.** Project will provide medical and other related services to adults and students enrolled in the Edcouch-Elsa ISD residing within the city limits of Edcouch. **Location of service: Nuestra Clinica Del Valle Clinic – 1200 E. Santa Rosa, Edcouch, TX**	**$10,000.00**
21A **Exempt** **58.34 (a)(3)**	**GENERAL ADMINISTRATION-** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	**$15,000.00**

2010	ELSA	$334,011.00
21A **Exempt 58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** **Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.** **LOCATION: CITY WIDE** **CENSUS DATA: 0244.01(01-04) & 0244.02 (01)** **BENEFICIARIES:** 5325	**$3,788.00**
03J **Environmental Assessment 58.36**	**WATER/SEWER IMPROVEMENTS** Project consists of the improvements to the Elsa Water Plant for an electrical upgrade to accommodate for the installation of a generator to include but are not limited to the engineering fees, advertisements and related appurtenances. **LOCATION: 500 West 5th Street, Elsa Texas** **CENSUS DATA: 0244.01 (01-04) & 0244.02 (01)** **BENEFICIARIES:** 5325	**$312,223.00**
05A **Exempt 58.34 (a)(4)**	**SENIOR SERVICES- AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of Elsa. Location of Services: West 9th and North Hidalgo Street, Elsa, TX.	**$8,000.00**
05 **Exempt 58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL)-RIO GRANDE VALLEY FOOD BANK** Funds shall be used for the reimbursement of the purchase of food to be distributed by Elsa food pantry to assist needy families through the distribution of food. Location of Service: 309 West 3rd Street, Elsa TX.	**$10,000.00**

2010	GRANJENO	$334,011.00
03 **CE** **Subj. to** **58.35 (a) (1)**	**PUBLIC FACILITIES AND IMPROVEMENTS** Emergency Service Building. Proposed building will be adjacent to the City Hall and provide Police and Fire/Rescue Services for the community. Funds will be utilized to begin planning, consulting and engineering of facility.	$100,000.00
03F **CE** **Not subj. to** **58.35 (b) (7)**	**PARKS, RECREATIONAL FACILITIES** The development of a park to include construction of basketball courts with canopies (covering), tennis courts, restrooms, concession building, lighting, fencing, property fencing, seeding, jungle gym, pavilion, parking lot, baseball diamond, playing area with playground equipment, benches, tables, BBQ pits, asphalt trails, shaded canopies, landscaping, sprinkler system. Funds will also allow for the completion and purchase of equipment pertaining to park development for this and previous year park project.	$100,000.00
03K **CE** **Subj. to** **58.35 (a) (1)**	**STREET IMPROVEMENTS** Overlay of El Camino Real Street in the City of Granjeno including abutting and surrounding streets in the general vicinity. Project shall include street lights, sidewalks, and related activities in various areas throughout Granjeno city limits.	$125,000.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION –** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	$9,011.00

2010	HIDALGO	$334,011.00
03K **Environmental Assessment 58.36**	**PUBLIC SERVICES (GENERAL)- LIBRARY** Project consists of providing matching funds for a USDA grant for computer equipment which will be used by low income residents at the Library. **CENSUS DATA: 213.01 (01,02,03)** **BENEFICIARIES: 7339**	**$100,000.00**
O16B **Environmental Assessment 58.36**	**NON- RESDIENTIAL -HISTORICAL PRESERVATION** Project consists of the acquisition of property that is registered with the National Registry of Historical Places. This property will become a Museum with offices for the Historical Foundation of Hidalgo C **CENSUS DATA: 213.01 (01,02,03)** **BENEFICIARIES: 7339**	**$234,011.00**

2010	LA JOYA	$334,011.00
03F 8-Step Process EA & CE subj. to 58.34(a)(1)	**PARKS, RECREATIONAL FACILITIES** Funding will be utilized for the construction of a fence at Military Park including but not limited to the purchase of recreation and sports equipment and supplies for La Joya Municipal Park and Tabasco Park. **LOCATION: Military Park, Garza & Military Road, La Joya, TX La Joya Municipal Park, Coyote Blvd., La Joya, TX and Tabasco Park, Jackson-Vela Road, La Joya, TX** **CENSUS DATA: 242.02 (02,03,04)** **BENEFICIARIES: 3277**	**$34,011.00**
03K Environmental Assessment 58.36	**STREET IMPROVEMENTS** Purchase and installation of street lights throughout City of La Joya city limits and construction of existing streets to include but not limited to curb & gutter, valley gutter, sidewalks, handicap ramps and storm drain and related expenses. **CENSUS DATA: 242.02 (02,03,04)** **BENEFICIARIES: 3277**	**$55,000.00**
03O CE not subj to 58.35 (b)(3)	**FIRE STATION/EQUIPMENT** Purchase of new bunker gear and related to fire suppression equipment. **LOCATION: La Joya Fire Station, E. Expwy 83, La Joya, TX** **CENSUS DATA: 242.02 (02,03,04)** **BENEFICIARIES: 3277**	**$25,000.00**
20 Exempt	**WATER/SEWER IMPROVEMEMTS** Project consists of the payment for engineering services for the plans and specifications for the expansion of the City of La Joya Water and Sewer Plant. **CENSUS DATA: 242.02 (02,03,04)** **BENEFICIARIES: 3277**	**$145,000.00**
21A Exempt	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities. **LOCATION: La Joya City Hall, 101 N. Leo Avenue, La Joya, TX**	**$5,000.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES - LA JOYA SENIOR CENTER** Expenditures include, but are not limited to, the reimbursement of salaries and fringe benefits of staff providing direct services to the elderly of the center. Including the provision of meals van driver, kitchen aide, center aide I and center II Project to include referral services to social service agencies as requested or needed in the community. Home delivered meals will be provided to homebound seniors. Transportation will be provided for doctor visits, shopping assistance, leisure trips and fixed route to center and home. Provide education on issues affecting seniors, letter reading and writing, physical fitness and arts/crafts programs. Location of service: La Joya Senior Center – 920 South Leo Avenue, La Joya, TX	**$28,000.00**

2010	LA JOYA	CONTINUE
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES - LA JOYA YOUTH CENTER** Expenditures include, but are not limited to, the reimbursement of salaries and fringe benefits of staff providing direct services to the youth. Project includes purchase of recreational equipment/supplies for sports activities (football, basketball, baseball, track& field and cheerleading programs) for the youth. Location of service: 604 Salomon Chapa, La Joya, Texas	**$42,000.00**

2010	LA VILLA	$ 334,011.00
03J **CE** **not subj. to** **58.35 (b) (7)**	**WATER / SEWER IMPROVEMENTS** Continuation of improvements and upgrades identified in Phase I Year 22 to include but not limited to: Water Treatment Plant (1) add concrete lining and upgrade pump(s) to backwash sludge pond (2) installation of four water main valves located throughout city at 6th & Cotton Street, 5th & Almendra Street, 3rd & Laurel and on 3rd Street in the alley between Gumwood and Laurel Street. LOCATION: Water Plant at Nogales & 1st Street CENSUS TRACK: 0246.00 (02) BENEFICIARIES: 1300 **Waste Water Treatment Plant**: Continuation of improvements and upgrades identified in Phase I Year 22 to include but not limited to: (1) Install emergency generator(s) at sewer plant, main lift station on 7th street and also at the prison facility lift station to provide for operation of sewer services during period of power blackouts (2) Installation of control box for rotor operations (3) refurbish existing drying beds. LOCATION: Mile 17 on East side CENSUS TRACK: 0246.00 (02) BENEFICIARIES: 1300	**$261,000.00**
03F **CE** **not subj. to** **58.35 (b) (7)**	**PARKS, RECREATIONAL FACILITIES** Continuation of improvements identified in Phase I Year 22 to include but are not limited to fencing, construction of concession stand, etc., as well as rehabilitation of the baseball field seating (bleachers) and to include advertisements, engineering and testing if needed. **LOCATION:** La Villa city park, Nogales & Second St., La Villa TX **CENSUS DATA:** 246.00 (02) **BENEFICIARIES:**1300	**$45,000.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – LA VILLA YOUTH CENTER** Expenditures include, but are not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth, including purchase of recreational equipment/ supplies. Project will provide the youth of the community after school programs to include organized sports programs, tutoring, music and typing and mentoring program. Location of service: La Villa Youth Center – 302 West 2nd Street, La Villa, TX	**$13,011.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – RGV FOOD BANK** Funds shall be used for reimbursement of the purchase of food to be distributed by Iglesia Rosa De Sarron, Project will assist needy families through the distribution of food. Location of service: La Villa Youth Center – 902 Mike Chapa Drive, La Villa, Texas	**$15,000.00**

2010	MERCEDES	$ 334,011.00
03K Exempt 58.34 (a) (11)	**STREET IMPROVEMENTS** – Bond Payment – Project consists of the payment of a Bond for the previous construction of streets throughout the city. **CENSUS TRACT:** 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2) **BENEFICIARIES**: 11774	**$297,234.00**
21A Exempt 58.34 (a) (3)	**GENERAL PROGRAM ADMINISTRATION**-. Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	**$1,781.00**
03O Cat. Excl. Not Subj. To: 58.35 (b)(3)	**FIRE STATION/EQUIPMENT**-Project consists of the purchase of fire fighting bunker gear. (3 to 6 complete bunker gear sets). **CENSUS TRACT:** 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2) **BENEFICIARIES**: 11774	**$5,280.00**
03F Cat. Excl. Subj. to: 58.35 (a)(1)	**PARKS, RECREATIONAL FACILITIES** Project consists of the purchase of recreational equipment for all city parks, HEB Park, Saladino Park, Goza Park, Hinojosa Park, Walter Collier Sports Complex Park and the La Flores del Valle Park. **CENSUS TRACT:** 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2) **BENEFICIARIES:** 11774	**$8,052.00**
05 Cat. Excl. Not Subj. to: 58.35 (b) (3)	**PUBLIC SERVICES (GENERAL)** Library- Project consists of the purchase of minor equipment, furnishings and/or supplies for the library to assist with providing services but not limited to the reference area for Mercedes residents. **CENSUS TRACT:** 229.00 (1-4), 230.00 (1,2,4) 231.01 (1-3) 231.02 (1-2)**BENEFICIARIES**: 11774	**$4,477.00**
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- Amigos Del Valle** Expenditures include but not limited to the reimbursement of expenses related to the delivery of meals. **Project consists of the delivery of meals to elderly residents of Mercedes.** Location of service: Senior Center – 332 E. 5th Street, Mercedes, TX; citywide deliveries	**$5,280.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES-Mercedes Recreational Center** Reimbursement for the purchase of recreational equipment/supplies for the youth. Project will provide educational, social, sports and recreational activities for the youth of the community. Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX	**$6,907.00**
05A Exempt 58.34 (a) (4)	**SENIOR SERVICES- Senior Community Outreach Program** Expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; and City limits of Mercedes	**$5,000.00**

2010	**PALMHURST**	**$22,843.00**
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Fund	**$0.00**

2010	PALMVIEW	$334,011.00
03F **CE subject to 58.35(a)(1)**	**PARKS, RECREATIONAL FACILITIES** **a)** Purchase and installation of fencing of youth football field at Palmview Municipal Park to include all related appurtenances and expenses. **b.)** Construction of a walkway to connect to existing walkway around the Palmview Municipal Park to include all related appurtenances and expenses. **LOCATION: Palmview Municipal Park, Park Drive, Palmview, TX** **CENSUS DATA: 201 (04), 202.01 (01,02), 202.02 (01-03), 242.02 (01)** **BENEFICIARIES: 3935**	**$82,000.00**
03K **EA** **8-Step Process** **&** **CE subj to 58.35 (a)(1)**	**STREET IMPROVEMENTS** Construction or re-construction of the following streets and streets within the same general vicinity,including but not limited to, curb & gutter, drainage, striping, sidewalks, lighting and all related fees and appurtenances. a.)Minerva Street to connect to Ruiz Street b.) Abram Road from Expwy 83 to Bus. Hwy 83 c.) Bentsen Palm Drive from Expwy 83 to Bus. Hwy 83 **CENSUS DATA: 242.02 (01), 202.01 (02), 201 (04,05)** **BENEFICIARIES: 7292**	**$89,611.00**
03O **CE not subj to 58.35 (b)(3)**	**FIRE STATION/EQUIPMENT** Purchase of fire fighting equipment and supplies including but not limited to bunker gear and brush truck chasis. **CENSUS DATA:** 242.02 (01), 202.02 (01,02,03), 202.01 (01,02), 201 (04,05) **BENEFICIARIES**: 11,978	**$80,400.00**
05D **Exempt** **58.34 (a)(4)** **CITY DEPT.**	**YOUTH SERVICES – (PALMVIEW YOUTH CENTER)** Expenditures including but not limited to the payment of salaries and fringe benefits for staff providing direct services to the youth including the purchase of recreational equipment / supplies by utilizing program income. **$41,486.00 (Program income)** **Project consists providing recreational activities and sport programs.** **Location of service:** Palmview Multi-Purpose Center – 400 W. Veterans St., Palmview, TX	$0.00 Will Utilize Program Income Funds.
20 **Exempt**	**PLANNING** Establish a 7-Year Master Plan for the City of Palmview to include process for land acquisition, annexation, zoning, streets, drainage, park improvements, and safety (police & fire protection) services. Plan should include cost estimates, maps and procedures.	**$75,000.00**
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.. **LOCATION**: Palmview City Hall, 400 W. Veterans Blvd., Palmview, TX	**$7,000.00**

2010	PEÑITAS	$334,011.00
03F **CE subject to 58.35 (a)(1)**	**PARKS, RECREATIONAL FACILITIES** Development of Peñitas Memorial Park into a neighborhood park to include but not limited to enclosing pavilion, rehabilitation of Veterans Memorial site, installation of electrical wiring and outlets for three (3) picnic shelters, remove and rehabilitation of backstop fence for the baseball fields and installation of new fence around park perimeter, install new parking lot and any other appurtenances as related to the improvements of the proposed Park Phase II. **CENSUS DATA: 242.02 (01,02,04)** **BENEFICIARIES: 1243**	**$100,000.00**
03K **Environmental Assessment & CE subject to 58.35 (a)(1)**	**STREET IMPROVEMENTS** Project will consist of paving and street striping including drainage, water/sewer improvements appurtenances as needed for Espanola Heights, Barcelona Heights and Tom Gill Road and streets abutting and/or adjacent within the same general vicinity. **CENSUS DATA: 242.02 (01,02,04)** **BENEFICIARIES:1243**	**$125,000.00**
03 **CE subject to 58.35 (a)(1)**	**PUBLIC FACILITIES AND IMPROVEMENTS** Project will consist of the rehabilitation improvements to the existing Peñitas Public library aka as the old Dr. Zamora building and related appurtenances. **CENSUS DATA: 242.02 (01,02,04)** **BENEFICIARIES:1243**	**$100,000.00**
21A **Exempt**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	**$9,011.00**

2010	PROGRESO	$334,011.00
03K **Environmental Assessment**	**STREET IMPROVEMENTS** Project consists of the reconstruction and paving of streets including curb & gutter, sidewalks and all related appurtenances (engineering, testing services, advertisements) tp **1) Obregon Street** (from Madero St. to West of Dead end) **2) Juarez Street** from (J. Vela Street to Obregon St.) **3) Diaz Street** (from Johnny Vela St to Obregon St) **4) Madero Street**, **5) Lyons Street, 6) Hidalgo Street, 7) Maria Street. 8) Jose Street, 9)Shelby Street.** **LOCATION: Obregon Street, Juarez Street, and Diaz Street, Madero St., Jose St., Maria St., Lyons St., Hidalgo St., and Shelby St.** **CENSUS DATA: 0228.00 (02)** **BENEFICIARIES: 1994**	**$334,011.00**

2010	PROGRESO LAKES	$32,850.00
	NO WORKPLAN SUBMITTED Funds will be forfeited to Urban County Program Common Funds.	**$0.00**

2010	SAN JUAN	$369,703.00
03K **CE subject to 58.35 (a)(1)**	**STREET IMPROVEMENTS** Re-construction of the following streets including streets in the same general vicinity to include but not limited to curb & gutter, drainage, sidewalks and lighting in the following locations: a.) 2nd Street from Raul Longoria (Nebraska Avenue) to Standard Avenue b.) 3rd Street from Raul Longoria (Nebraska Avenue) to Standard Avenue c.) 4th Street from Raul Longoria (Nebraska Avenue) to Standard Avenue d.) 9th Street from San Antonio Avenue to King Avenue e.) Iowa Street from Business 83 south to 11th Street **CENSUS DATA:** 213.03(02); 213.02(02), 218.01(01-03), 218.02(01-05), 219.01(01), 220.01(01-04) **BENEFICIARIES:** 25,975	**$257,203.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but are not limited to the reimbursement of expense related to the delivery of meals. Project consists of the delivery of meals to elderly residents of San Juan. Location of service: Senior Center – 600 W. 1st Street, San Juan, TX; citywide deliveries	**$10,000.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES - SENIOR COMMUNITY OUTREACH PROGRAM** Expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; and City limits of San Juan	**$4,000.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES- BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (recreational leaders, unit directors, etc.). Project will allow for the youth of the community to develop character and leadership, education and career development. Sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Location of service: Alamo Unit – 501 N. 13th Street, Alamo, TX; Sorensen Elementary – 715 South Standard, San Juan, TX	**$10,000.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES – SAN JUAN YOUTH PROGRAM** Expenditures include but are not limited to the reimbursement of expenses for the purchase of baseball equipment / supplies (uniforms, trophies, etc.) Project will allow for the youth of the community to learn baseball skills, exercise, training, teamwork and community involvement. Location of service: Lalo Arcaute & Mayfield Park - 1419 S. San Antonio Avenue, San Juan, TX	**$5,000.00**

2010	SAN JUAN	(Continued)
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case manager, etc.). Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of service: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County	**$7,500.00**
14A CE subject to 58.35 (a)(1)	**REHAB;SINGLE UNIT RESIDENTIAL** Rehabilitation and reconstruction of 2-3 homes for low-to-moderate income families within the city limits of San Juan. **LOCATION: depending on applicant and eligibility**	**$75,000.00**
21A Exempt	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	**$1,000.00**

2010	SULLIVAN CITY	$334,011.00
03K **Environmental Assessment 58.36** **8-Step Process**	**STREET IMPROVEMENTS** Purchase and installation of approximately 35 Solar LED Outdoor Lighting systems. The lighting will illuminate various streets throughout the city. **LOCATION:** Pinto Road, Flores Road, Colorado Drive, Bluebird Street, Cardinal Street, Robin Street **CENSUS DATA:** 242.01 (01-04) **BENEFICIARIES:** 3,998	**$ 319,890.00**
21A **Exempt 58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	**14,121.00**

2010	WESLACO	$369,703.00
21A **Exempt 58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities. **LOCATION:** 255 S. Kansas Street **CENSUS TRACK:** N/A **BENEFICIARIES 14019**	**$12,105.00**
03J Environmental Assessment	**WATER/SEWER IMPROVEMENTS** Project consists of the upgrading, purchase and installation of water lines, sewer lines, and related street improvements to include but not limited to advertising, engineering fees, material testing fees and related appurtenances. **LOCATION:** (a)Alley between Calle las Palmas & Calle La Libertad (b) Alley between Calle Republica & Calle La Libertad. **CENSUS TRACK:** 0224.00 (01 & 02) **BENEFICIARIES:** 2153	**$ 223,000.00**
03 Environmental Assessment	**PUBLIC FACILITIES AND IMPROVEMENTS (General)** Project consists of the purchase and installation of a network system for the computer lab, including but not limited to the purchase and installation of computer network drops, and access points within the Library Computer Commons Area; and the configuration of the network switch that will service the computer lab. **LOCATION:** Weslaco Learning Commons 515 Kansas Ave. **CENSUS TRACK:** 0223.00 (05) 0224 (01-03) 0225.01 (02) 0225.02 (01 & 03) 0226.00 (01 & 02) 0227.01 (01) 0227.02 (01) 0229.00 (05) 0231.01 (03) **BENEFICIARIES**: 14019	**$ 20, 958.00**
03F **Environmental Assessment** **8-Step Required**	**PARKS, RECREATIONAL FACILITIES** Project includes the construction of restroom facilities, sidewalks, water and sewer line extensions and related appurtenances. **LOCATION: La Placita Park – 310 N. Kansas, Weslaco** **CENSUS DATA: 0226.00 (01)** **BENEFICIARIES: 1096**	**$60,000.00**

2010	WESLACO	CONTINUE
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Expenditures include but are not limited to the reimbursement of salaries (stipends) and mileage for senior volunteers. Project consists of providing volunteer opportunities to seniors who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training. Location of service: Main Office - 311 N. 15th Street, McAllen, TX; Weslaco Head Start – 310 S. Kansas, Weslaco, TX; 1701 S. Bridge Weslaco, TX; 910 W. 18th Street, Weslaco, TX; 2001 N. Bridge, Weslaco, TX; Weslaco III Head Start 6 ½ West & Expwy 83, Weslaco, TX	**$3,500.00**
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but are not limited to the reimbursement of stipends for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding City of Weslaco area	**$3,500.00**
05D Exempt 58.34 (a)(4)	**YOUTH SERVICES – BOYS & GIRLS CLUB MIDVALLEY (WESLACO UNIT)** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing a direct services (unit director(s), recreational leader(s), etc.) including purchase of recreational equipment / supplies. Project consists of providing guidance in behavior and promote, computer, social education, vocational character development, provide sports programs, tutoring, arts & crafts, and offer preventive programs to the youth of the community. Location of service: Main Unit - 500 S. Kansas; Silva Unit Elementary – 1001 W. Mile 10, Weslaco, TX; Clecker Unit Elementary – 1610 West Sugarcane, Weslaco, Texas	**$46,640.00**

2010	PRECINCT NO. 1	$561,300.00
21 **EXEMPT**	**GENERAL ADMINISTRAITON** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities	**$46,130.00**
O3F **Cat Excluded Not Subject to: 58.35 (b) (7)**	**PARKS, RECREATIONAL FACILITIES** Project consists of the continuation of funding for Sunrise & Sunset Park facility improvements a 2008 amended project, to include but not limited to the construction of parking facility, walking trail, two baseball fields, basketball pavilion, purchase and installation of playground equipment, BBQ Pits, and the construction of a versatile sports field and work out stations. **LOCATIONS:** MILE 11 NORTH AND 1 ½ WEST STREET. **CENSUS TRACT:** 0231.01 (03) **BENEFICIARIES:** 4782	**$165,134.00**
03O **CE not subj to 58.35 (b)(3)**	**FIRE STATION/ EQUIPMENT** Project consists of the purchase of a skid mount unit complete with 700 gallon fire apparatus for the city of **Weslaco.** **LOCATION:** to be utilized and housed at the city of Weslaco Fire Department **CENSUS TRACT:** 0222.02 (01&04), 0223.00 (01-05), 0224.00 (01-05) 0225.01 (02) 0225.02 (01-03) 0226.00 (01&02) 0227.01 (01-04) 0227.02 (01) 0228.00 (01), 0229.00 (05) 0231.01 (03) **BENEFICIARIES: 26,466**	**$25,000.00**
03K **CE not subj to 58.35 (b)(7)**	**STREET IMPROVEMENTS** Project consists of the continuation of funding for the FY 2009 streets to include but not limited to the re-construction of streets, curb & gutter, engineering fees, material testing fees, advertisements and related appurtenances as they pertain to project completion. LOCATION:(a) Mile 6W (from Highway 107 to Mile 17 ½) and (b) Mile 2 ¾ E aka Saenz Avenue (North of Business 83) CENSUS TRACT: 0244.01 (03), 0231.02 (02), AND 0231.01 (03) BENEFICIARIES: 3747	**$100,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors. Project will provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents. Location of service: 1601 E. Business HWY 83, San Juan, TX Beneficiaries:	**$19,536.00**

2010	PRECINCT NO. 1	Continuation
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL)-RIO GRANDE VALLEY FOOD BANK** Funds shall be used for reimbursement of the purchase of food to be distributed by the Elsa Food Pantry. Project will assist needy families of the Pct 1 area through the distribution of food. Location of Service: 309 West 3rd Street, Elsa TX Beneficiaries:	**$25,000.00**
05 **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – OPEN HANDS COMMUNITY CHARITABLE SERVICES** Expenditures include but not limited to the reimbursement of the purchase of food from the food bank. Project consists of the distribution of food to low-income families residing within the Pct 1 area. Location of services: 301 S. 17th Street, Donna, Texas Benficiaries:	**$20,000.00**
05 **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – EASTER SEALS RIO GRANDE VALLEY** Expenditures include but not limited to the reimbursement of outpatient rehabilitation services. Project consists of the providing outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Pct 1 area. Location of service: 1217 Houston Street, McAllen, Texas Beneficiaries:	**$7,500.00**
05D **Exempt** **58.34 (A)(4)**	**YOUTH SERVICES – MERCEDES RECREATIONAL CENTER** Reimbursement for the purchase of recreational equipment/supplies for the youth. Project will provide educational, social, sports and recreational activities for the youth of the community and the Pct 1 area. Location of service: Mercedes Recreational Center – 701 Mathis Avenue, Mercedes, TX Beneficiaries:	**$10,000.00**
05D **Exempt** **58.34 (A)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF ALAMO / SAN JUAN** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth, and purchase of minor recreational equipment / supplies. Sport programs, fitness, arts/crafts, health and life skills will be provided. Services will be offered during and after school throughout the PSJA school district. Project outcome will develop character and leadership skills. Location of service: 501 N. 13th Street, Alamo, Texas Beneficairies:	**$10,000.00**

2010	PRECINCT NO. 1	Continuation
05D Exempt 58.34 (A)(4)	**YOUTH SERVICES – BOYS & GIRLS CLUB MIDVALLEY (DONNA UNIT**) Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing a direct service (program coordinator(s), recreational leader(s), etc.). Purchase of recreational equipment / supplies and related program expenses. Project consists of providing guidance in behavior and promote computer use and skills, social education, vocational character development, provide sports programs, opportunities for career explorations, provide enriched remedial program such as tutoring, arts & crafts, outdoor sports. In addition, the Smart Moves program is being utilized. Location of services: 307 Miller Avenue, Donna, Texas Beneficiaries:	**$10,000.00**
05D Exempt 58.34 (A)(4)	**YOUTH SERVICES – BOYS & GIRLS CLUB MIDVALLEY (WESLACO UNIT)** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of staff providing a direct service to the youth (unit director(s), recreational leader(s), etc.). Project consists of providing guidance in behavior and promote, computer, social education, vocational character development, provide sports programs, tutoring, arts & crafts, offer preventive programs to the youth of the community. Location of services: Include, but not limited to; Raul Gonzalez Elementary – 3801 North 5 ½ Mile 10, Weslaco, TX; Mary Hoge Elementary – 2302 N. International Blvd., Weslaco, TX; Silva Elementary – 1001 W. Mile 10, Weslaco, TX Beneficiaries:	**$10,000.00**
05D Exempt 58.34 (A)(4)	**YOUTH SERVICES – GIRL SCOUTS OF GREATER SOUTH TX** Expenditures include, but not limited to, the reimbursement of membership fees, arts / craft supplies, girl scout badges, handbooks and uniform patches. **Project will enable underserved elementary school girls to participate in the Girl Scout program. Members will have an opportunity to participate on a variety of activities during the school day that will allow them to gain leadership, self-confidence and decision-making skills, which will affect their life and encourage them to give back to the community.** Location of service: Donna Elementary Schools, Weslaco Elementary Schools, Mercedes Elementary Schools. Beneficiaries:	**$5,000.00**

2010	PRECINCT NO. 1	Continuation
05A Exempt 58.34 (A)(4)	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Expenditures include but not limited to the reimbursement of salaries (stipends) and mileage for senior volunteers. Project consists of providing volunteer opportunities to seniors who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training. Location of services: Margo Elementary – 1701 S. Bridge Street, Weslaco, TX; Weslaco Head Start I – 310 S. Kansas, Weslaco, TX; Memorial Elementary – 910 W. 18th Street, Weslaco, TX; Weslaco Head Start III – Mile 6 ½ & Exp. 83, Weslaco, TX; and other sites as designated Beneficiaries:	**$8,000.00**
05A Exempt 58.34 (A)(4)	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of services: Main office – 840 W. Austin Ave, Alamo, TX; and surrounding Pct 1 area SENIOR SERVICES (Senior Community Outreach Program) Beneficiaries:	**$10,000.00**
05A Exempt 58.34 (A)(4)	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but not limited to the reimbursement of the delivery of meals. Project consists of the delivery of meals to elderly residents of the Pct 1 area. Location of service: Main office - 1116 N. Conway Ave., Mission, TX; Pct wide deliveries Beneficiaries:	**$10,000.00**
05D Exempt 58.34 (A)(4)	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 1. Location of services: Pct 1 area; 311 N. 15th St, McAllen, TX Beneficiaries:	**$25,000.00**
05G Exempt 58.34 (A)(4)	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Expenditures include but not limited to the reimbursement of salaries for staff providing direct services (Intake clerk/receptionist, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Location of services: Weslaco Satellite Center – 111 E. 5th Street, Weslaco, TX Beneficiaries:	**$10,000.00**

2010	PRECINCT NO. 1	Continuation
05M **Exempt** **58.34 (A)(4)**	**HEALTH SERVICES – NUESTRA CLINICA DEL VALLE** **Expenditures include, but not limited to, the reimbursement of dental services, support services of pharmacy, radiology, and laboratory, sub-specialty referral, and other medical services.** Project will provide dental services and related services to children in the Delta Area and students enrolled in the Edcouch-Elsa ISD. Location of service: Nuestra Clinica Del Valle Clinic – 1200 E. Santa Rosa, Edcouch, TX Beneficiaries:	**$10,000.00**
05M **Exempt** **58.34 (A)(4)**	**PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.** Expenditures include but not limited to the reimbursement of salaries, fringe benefits and mileage for staff (community health workers, etc.) providing direct services. Will also include the purchase of supplies for first aid kits & manuals. Project will provide first aid kits to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to all colonia Pct 1 residents. Location of services: Colonias in the Pct 1 area (Zacatal, Cameron #1, Cameron #2, Capetillo, Relampago, Waterfalls, Tierra Bella, South Donna, Balli, La Pinata, Pioneer, Frontera, etc.); Headquarters – Bus. 83 & Cesar Chavez Rd, San Juan, Beneficiaries:	**$10,000.00**
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services to the youth (case managers, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. Location of services: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County Beneficiaries:	**$10,000.00**

2010	PRECINCT NO. 1	Continuation
05N **Exempt** **58.34 (A)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Expenditures include but not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. Location of services: CAC office – 525 W. Wisconsin Rd, Edinburg, TX Beneficiaries:	**$15,000.00**

2010	PRECINCT 2	$561,300.00
03 **CE not subj. to 58.35(b)(7)**	**PUBLIC FACILITIES AND IMPROVEMENTS** Project will consist of matching funds for the construction of a new library to include parking lot, curb & gutter, drainage, sidewalks, lighting and all related appurtenances. LOCATION: S.J. Public Library, 1010 S. Standard, San Juan, TX CENSUS: 213.03 (02) 0218.01 (01-03) 218.02 (01-05) 219.01 (01) 220.01 (01-04) BENEFICIARIES: 25975	**$100,000.00**
03F **CE not subj. to 58.35(b)(7)**	**PARKS, RECREATIONAL FACILITIES** Continuation of funding for FY 2009 for parks, recreational improvements to include but not limited to purchasing playground ofe quipment and construction of restroom facilities, parking lots, streets, sprinkler systems, lighting, walking trails, basketball courts, handball courts, pavilions and related appurtenances. **LOCATION:** South Tower Park, Lopezville Park, Anaya Park in the Precinct No. 2 area. CENSUS: 220.02 (04) 217.00 (05) 213.03 (02-03) BENEFICIARIES: 5900	**$50,000.00**
03K **CE not subj. to 58.35(b)(7)**	**STREET IMPROVEMENTS** Continuation of funding for FY 2009 street improvements projects to include but not limited to construction and reconstruction of streets and related appurtenances such as curb & gutter, drainage, lighting, mailbox material and installation, seed mulching and sidewalks for the following subdivision streets and other street projects. All work will be done by either private contractors or by Hidalgo County Precinct 2 staff or a combination of both. **Location:** Aldamas I, Aldamas II, El Charro #2, Hall Acres/El Gato Road Project (Between Alamo & Tower Roads), Mesquite Acres, McColl Estates, Morningside South Outfall Project, Morning Sun, Pentecostal, Rancho Escondido, South McColl Road, North Tower Road Project (between Minnesota and Owassa Roads), South Tower Road, South Tower Estates (South of Moore Road to Rancho Blanco Road), Southside Village, and Val Bar Estates. CENSUS: 220.02 (04) 218.01 (02-03) 0219.01 (02) BENEFICIARIES: 21532	**$250,551.00**
21A **Exempt 58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** – Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities. **LOCATION**: 304 E. State, Pharr, TX	**$5,000.00**

2010	PRECINCT 2	(continued)
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors. Project will provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents. Location of service: 1601 E. Business HWY 83, San Juan, TX	**$9,849.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.** Expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (community health workers, etc.) providing direct services. Will also include the purchase of supplies for first aid kits & manuals to be provided to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to participating families within assigned networks that reside in Precinct No. 2 Colonias. Location of service: Colonias in the Pct 2 area include, but not limited to; (Rancho Blanco (2), South Tower Heights, South Tower Estates (2), Pantera (2), El Gato (2), Whitewings I, II & III, Roadrunner, etc.); Headquarters – Bus. 83 & Cesar Chavez Rd, San Juan, TX	**$10,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but are not limited to the reimbursement expenses related to the delivery of meals. **Project consists of the delivery of meals to elderly residents of San Juan.** Location of service: Senior Center – 600 W. 1st Street, San Juan, TX; and Pct 2 deliveries	**$8,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – FOSTER GRANDPARENT PROGRAM** Expenditures include but are not limited to the reimbursement of salaries (stipends) and mileage for senior volunteers. Project consists of providing volunteer opportunities to seniors who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training. Location of service: Main Office - 311 N. 15th Street, McAllen, TX, surrounding areas of Pct 2	**$3,500.00**

2010	PRECINCT 2	(continued)
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but are not limited to the reimbursement of stipends for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 2 areas	**$5,000.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – SAN JUAN YOUTH PROGRAM** Expenditures include but are not limited to the reimbursement of funds used for the purchase of baseball equipment / supplies (uniforms, trophies, etc.) and umpire service fees. Project will allow for the youth of the community to learn baseball skills, exercise, training, and teamwork and community involvement. Location of service: Lalo Arcaute & Mayfield Park - 1419 S. San Antonio Avenue, San Juan, TX	**$10,400.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES- BOYS & GIRLS CLUB OF ALAMO/SAN JUAN** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (program director, program leader(s), etc.). Purchase of recreational equipment/supplies. Project will allow for the youth of the community to develop character and leadership, education and career development with sport programs, fitness, arts/crafts, health and life skills will also be provided. Services will be provided during and after school. Location of service: Alamo Unit – 501 N. 13th Street, Alamo, TX; Soresen Elementary – 715 South Standard, San Juan, TX; Alamo Sports Complex – 600 S. Ridge Rd., Alamo, TX; 423 N. Tower Rd Alamo, TX	**$13,500.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES- HIDALGO YOUTH CENTER** Expenditures include but are not limited to the reimbursement of expenses for equipment/supplies purchased for the youth (sports uniforms, sports equipment, computer equipment, etc). Project will provide cultural enrichment services to participants through interaction opportunities, provide a variety of educational programs through the use of computers, promote and encourage physical fitness, promote organized sports activities like baseball, soccer and basketball. Location of service: Hidalgo Youth Center – 122 N. 2nd St., Hidalgo, TX; Hidalgo Municipal Park – 610 Judy Drive, Hidalgo, TX	**$9,000.00**

2010	PRECINCT 2	(continued)
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES- BOYS & GIRLS CLUB OF PHARR** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (unit director, etc.). Including purchase of recreational equipment / supplies. Project will provide in-school and/or after school prevention programs such as drug, gang, and violence prevention to children from kinder through 5th grade, provide basic art program skills and internet safety through the use of computers, provide the SMART Moves, Street Smart, and Crest Cavity Free Zone program. Location of service: Lopezville Unit (North San Juan Elementary) – 2900 N. Raul Longoria, San Juan, TX	**$10,000.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 2. Location of service: Pct 2 area; 311 N. 15th St, McAllen, TX	**$10,000.00**
05G **Exempt** **58.34 (a)(4)**	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters	**$13,500.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – HOPE FAMILY HEALTH CENTER** Expenditures include but are not limited to medical services, counseling services, prescription assistance, lab referrals, case management, etc. Project will provide various medical services to the low income and uninsured residents of the Pct 2 area. Location of service: Hope Family Health Center – 2332 Jordan Rd, McAllen, TX	**$10,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case supervisor, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. **Location of service: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County**	**$18,000.00**

2010	PRECINCT 2	(continued)
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits; via voucher system for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. Location of service: CAC office – 525 W. Wisconsin Rd, Edinburg, TX	**$15,000.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICE (GENERAL) – ARISE SOUTH TOWER** **Expenditures include, but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services; purchase of minor supplies.** Project will provide family education and self-development through program activities for children and adults such as, English language development, (ESL classes) literacy in Spanish for Adults, offer cultural programs (arts and crafts, storytelling, folklorico, etc.), and provide citizenship preparation classes to adults. Other services provided are sewing classes and health support groups. Location of service: 1417 South Tower Road, Alamo, Texas; outreach services will also be conducted in the Pct 2 area	**$10,000.00**

2010	PRECINCT #3	$561,300.00
03K **Environmental Assessment** **8-Step Process** **&** **CE subj to 58.35 (a)(1)**	**STREET IMPROVEMENTS** Continuation of funding for construction and re-construction of street and related appurtenances to include but not limited to curb & gutter, drainage, lighting, engineering services, construction materials testing, and road materials and/or supplies for the following locations. LOCATION: a.) Moorefield Road from 1 Mile to 7 Mile b.) Breyfogle Road from 1 Mile to 3 Mile) c.) Minnesota Road from 5 Mile to 7 mile d.) La Homa Road from 7 Mile to 10 Mile e.) Military Road from Peñitas to Havana f.) Greene Road from Expressway 83 to Business 83 g.) Military Road from FM 866 to Guadalupe Road h.) Military Road from Havana to Los Ebanos i.) Trosper Road form 9 ½ Mile to 10 Mile j.)Inspiration Road from 8 Mile to 10 Mile k.) 8 Mile from Mayberry Road to Shary Road l.) Minnesota Road from 8 Mile to 9 Mile CENSUS: BENEFICIARIES:	**$373,744.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – LA UNION DEL PUEBLO ENTERO** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (outreach specialist, etc.) and stipends to instructors. Project will provide three self-development evening classes, to include citizenship preparation classes and GED classes. Outreach will also be conducted to distribute information about the various programs and services offered by LUPE, conduct community meetings and provide leadership training for community residents. **Location of service:** 201 West Main, Alton, TX	**$14,556.00**
05 **Exempt** **58.34 (a)(4)**	**PUBLIC SERVICES (GENERAL) – INTERNATIONAL VALLEY HEALTH INST.** Expenditures include but are not limited to the reimbursement of salaries, fringe benefits, and mileage for staff (community health workers, etc.) providing direct services; purchase of supplies for first aid kits & manuals. Project will provide first aid kits to colonia residents with limited or no access to health care by establishing and maintaining social networks. Through the work of the community health workers the kits are refilled as needed and the residents receive health related educational and referral support. First aid kits are made available to participating families within assigned networks that reside in Precinct No. 3 Colonias. **Location of service:** Colonias in the Pct 3 area (Sanchez Ranch, OT, Ojo de Agua, Perezville, Abram, Carlos Acres, Sunny Haven, Sotira, Los Trevinos, etc.; Headquarters – 1923 South Mon Mack Road, Edinburg, Texas	**$15,000.00**

2010	PRECINCT #3	(continued)
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals. **Project consists of the preparation and delivery of meals to elderly residents of the Pct 3 area.** **Location of office:** 1116 N. Conway Ave., Mission, TX	**$11,000.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC Rio Metro** Expenditures include but not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 3. **Location of office:** 311 N. 15th St, McAllen, TX; Pct 3 area	**$25,000.00**
05G **Exempt** **58.34 (a)(4)**	**BATTERED & ABUSED SPOUSES – Mujeres Unidas** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate/caseworker, outreach, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. **Location of services: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters**	**$10,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – Children's Advocacy Center (CAC)** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits via voucher system for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. **Location of office:** 525 W. Wisconsin Rd, Edinburg, TX	**$20,000.00**
05N **Exempt** **58.34 (a)(4)**	**ABUSED & NEGLECTED CHILDREN – CASA of Hidalgo County** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case manager, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. **Location of office: 1001 S. 10th Avenue, Edinburg, TX**	**$35,000.00**

2010	PRECINCT #3	(continued)
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but not are limited to the reimbursement of stipends for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. **Location of office: 840 W. Austin Ave, Alamo, TX**	**$10,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – HOPE Family Health Center** Expenditures include but not are limited to medical services, counseling services, prescription assistance, lab referrals, case management, etc. Project will provide various medical services to the low income and uninsured residents of the Pct 3 area. **Location of service:** Hope Family Health Center – 2332 Jordan Rd, McAllen, TX	**$5,000.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF MISSION** **Expenditures include, but not are limited to the reimbursement of salaries and fringe benefits for staff providing direct services to the youth; purchase of recreational equipment / supplies.** Project will allow for staff to provide services to the youth; such as, educational, recreational, and social activities. **Location of service:** Jessie Jensen Elementary Unit – 5 ½ Glasscock Road, Mission, Texas	**$37,000.00**
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION –** Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities.	**$5,000.00**

2010	PRECINCT # 4	$ 561,300.00
21A **Exempt** **58.34 (a) (3)**	**GENERAL PROGRAM ADMINISTRATION** – Funds shall be used for expenses related to the implementation of CDBG requirements such as advertisements, postings and coordinating project activities. **LOCATION:** 1051 N. Doolittle Rd., Edinburg, TX	**$2,000.00**
03F **Environmental Assessment** **58.36**	**PARKS, RECREATIONAL FACILITIES** – Project consists of purchasing playground equipment and construction of irrigation system , lighting, baseball field, soccer field and related appurtenances for JR "Milo" Ponce Park in the Precinct No. 4 area. **LOCATION:** ¼ Mile East Doolittle Road on South Side of FM 2812 **CENSUS TRACTS:** 235.06 (2) **BENEFICIARIES:**3474	**$374,107.00**
030 **Cat. Excluded Not Subject To:** **58.34 (b) (3)**	**FIRE STATION/EQUIPMENT**- Project consists of the purchase of fire station equipment such as but not limited to the purchase of fire fighting equipment including but not limited to bunker gear for the Linn/San Manuel Fire Station. **LOCATION:** ½ MILE NORTH OF FM 1017 ON HIGHWAY 281. **CENSUS TRACT:** 243.01 (01) **BENEFICIARIES**: 1 PUBLIC FACILITY (1523 PEOPLE)	**$40,000.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC RIO METRO** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits of bus drivers of the Rio Metro transit. Project will provide public transportation to residents of Pct 4. **Location of service: Pct 4 area; 311 N. 15th St, McAllen, TX (office)**	**$10,000.00**
05D **Exempt** **58.34 (a)(4)**	**YOUTH SERVICES – BOYS & GIRLS CLUB OF EDINBURG** Expenditures include, but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (program coordinator(s), program leader(s), etc.) including the purchase of recreational equipment/supplies. Expenditures will be utilized in four satellite centers that include San Carlos Unit, Kennedy Elementary, Brewster Elementary, Hargill Elementary, . **Project will provide positive alternatives for the youth, expand and enhance youth development services in the community, provide youth development in five core areas of character and leadership development (education & career, the arts, health & life skills, and sports/fitness and recreation).** Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Hargil Elementary – 4th & Wilson Street, Hargill, TX; San Carlos Unit – 6th St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83rd Street, San Carlos, TX	**$60,000.00**

2010	PRECINCT # 4	(CONTINUE)
05G Exempt 58.34 (a)(4)	**BATTERED & ABUSED SPOUSES – MUJERES UNIDAS** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (shelter advocate, transitional housing advocate/caseworker, etc.) Project will provide shelter and crisis intervention services for victims of family violence and sexual assault. Location of service: Transitional Housing Social Service Center – 501 N. Cynthia, McAllen; Satellite Office – 420 N. 21st St., McAllen, TX; other undisclosed shelters	**$11,193.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CHILDREN'S ADVOCACY CENTER.** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc). Project will reduce the emotional trauma on child victims of violent crime by providing a coordinated one-stop shop team investigation, child forensic interviews, sexual assault examinations, child-play therapy/intervention counseling, case review, case tracking and follow-up services. Location of service: CAC office – 525 W. Wisconsin Rd, Edinburg, TX	**$17,500.00**
05N Exempt 58.34 (a)(4)	**ABUSED & NEGLECTED CHILDREN – CASA OF HIDALGO COUNTY** Expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing direct services (case manager, child therapist, etc.) Project will allow for staff to serve as advocates for abused children. Staff will visit children, observe child visitations, attend all staffings, and write court reports, interview of appropriate parties, acquire needed resources, and attend court hearings. **Location of service: CASA office – 1001 S. 10th Avenue, Edinburg, TX and throughout Hidalgo County**	**$17,500.00**
05D Exempt 58.34 (a)(4)	YOUTH SERVICES – GIRL SCOUTS OF GREATER SOUTH TX Expenditures include but are not limited to the reimbursement of membership fees, arts / craft supplies, girl scout badges, handbooks and uniform patches, etc. Project will enable underserved elementary school girls to participate in the Girl Scout program. Members will have an opportunity to participate on a variety of activities during the school day that will allow them to gain leadership, self-confidence and decision-making skills, which will affect their life and encourage them to give back to the community. Location of service: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; Hargil Elementary – 4th & Wilson Street, Hargill, TX Beneficiaries:	**$5,000.00**

2010	PRECINCT # 4	(CONTINUE)
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – AMIGOS DEL VALLE** Expenditures include but are not limited to the reimbursement expenses related to the delivery of meals. **Project consists of the delivery of meals to elderly residents of the Pct 4 area.** Location of Service: Amigos Del Valle Center – 1116 N. Conway Ave., Mission, TX; and surrounding Pct 4 areas	**$6,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – SENIOR COMMUNITY OUTREACH SERVICES** Expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers. Project consists of senior volunteers providing support services to needy adults who are frail, elderly, chronically and terminally ill or disabled. Location of service: Main office – 840 W. Austin Ave, Alamo, TX; surrounding Pct 4 areas	**$10,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – HOPE FAMILY HEALTH CENTER** Expenditures include but are not limited to the reimbursement of expenses related to medical services, counseling services, prescription assistance, lab referrals, case management, etc. Project will provide various medical services to the low income and uninsured residents of the Pct 2 area. Location of service: Hope Family Health Center – 2332 Jordan Rd, McAllen, TX	**$8,000.00**

2010	**HOME PROGRAM**	**$2,973,382.00**
21A Exempt	**HOME GENERAL ADMINISTRATION** Funding for staff salaries/fringe benefits, and other associated administrative costs for the administration of the HOME Program.	**297,338.00**
13 Environmental Assessment 58.36	**DIRECT HOMEOWNERSHIP ASSISTANCE** Project will provide principal reduction, down payment and closing cost assistance to twenty (20) eligible first time homebuyers.	**200,000.00**
14A Environmental Assessment 58.36	**OWNER- OCCUPIED REHABILITATION PROGRAM** **Project will provide rehabilitation and reconstruction services to thirty (30) substandard homes for eligible homeowners and includes project delivery expenses.**	**1,076,044.00**
12 Environmental Assessment 58.36	**CHDO PROGRAM** Funding for two area community housing development organizations for the construction of up to thirty (30) new single-family homes and includes project delivery expenses.	**1,400,000.00**
2010	**EMERGENCY SHELTER GRANT**	**$370,738.00**
03T Exempt Section 58.34 (a)(4)	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM MUJERES UNIDAS/WOMEN TOGETHER- Maintenance & Operations** – To pay for shelter maintenance, operations, rent, repairs, security, fuel, equipment, insurance, utilities, food, furnishings and salaries (10% of grant). Beneficiaries: 1475	**$75,876.00**
05 Exempt Section 58.34 (a)(4)	**PUBLIC SERVICES – MUJERES UNIDAS – Essential Services** – To provide transportation and other services concerned with employment, health, drug abuse counseling or education for eligible clients (victims of domestic abuse). Beneficiaries: 1475	**$40,231.00**
03T Exempt Section 58.34 (a)(4)	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAM- THE SALVATION ARMY – Maintenance & Operations** – To pay for shelter maintenance, operations, rent, repairs, security, fuel, equipment, insurance, utilities, food, furnishings and salaries (10% of grant). Beneficiaries: 1680	**$ 57,876.00**
05 Exempt Section 58.34 (a)(4)	**PUBLIC SERVICES – THE SALVATION ARMY- Essential Services** – to provide transportation and other services concerned with employment, health, drug abuse counseling or education for eligible clients. Beneficiaries: 1680	**$24,000.00**

2010	EMERGENCY SHELTER GRANT	CONTINUE
05Q Exempt Section 58.34 (a)(4)	**SUBSISTENCE PAYMENTS – THE SALVATION ARMY – Homeless Prevention** – To provide rental and utility assistance to families that have received eviction or utility cut off notices. Beneficiaries: 50	**$30,000.00**
03T Exempt Section 58.34 (a)(4)	**OPERATING COSTS OF HOMELESS/AIDS PATIENTS PROGRAMS- THE AMERICAN RED CROSS – Homeless assistance under operations** – Will assist families who lost their homes due to a natural disaster or fire by sending them to local motels/hotels for a number of nights stay and issuance of vouchers for clothing. Beneficiaries: 300	**$59,798.00**
21A Exempt Section 58.34 (a)(3)	**ESG – GENERAL ADMINISTRATION** - Project pays for staff salaries and administrative costs incurred for the administration of the Emergency Shelter Grant Program.	**$18,567.00**
05 Exempt Section 58.34 (a)(4)	**PUBLIC SERVICES- ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)** **Essential Services:** To provide services by case worker on counseling clients who are almost at the risk of becoming homeless due to either rental evictions, mortgage foreclosures, and utility disconnect notices. Beneficiaries: 360	**$24,390.00**
05Q Exempt Section 58.34 (a)(4)	**SUBSISTENCE PAYMENTS –ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)** **Homeless Prevention:** To provide rental assistance to families that have received evection notices, mortgage foreclosure notices, and utility disconnect notices. Beneficiaries: 360	**$40,000.00**
2010	**UCP ADMINISTRATION**	**$1,479,188.00**
21A Exempt Section 58.34 (a)(3)	**GENERAL ADMINISTRATION**-General Program Administration, to include salaries and operating expenses incurred for the administration and overall management of the CDBG program activities.	**1,423,495.00**
	UCP COMMON FUND: PROGRESO LAKES: STREET IMPROVEMENTS PALMHURST: STREET IMPROVEMENTS	$32,850.00 $22,843.00 **$ 55,693.00**

AI-20967 **18.B.**

Resolution - Consolidated Strategy Plan

CC REGULAR

Date:	05/04/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Resolution authorizing approval and submittal of the 2010-2012 Three Year Consolidated Strategy Plan for Years 2010 to 2012 to the Department of Housing and Urban Development (HUD).

BACKGROUND

The Urban County Program is requesting authorization to submit the Three Year Consolidated Strategy Plan for Years 2010-2012 to HUD. Every three (3) or five (5) years the Urban County Program is required by HUD rules and regulations to submit a consolidated plan. This year the Urban County Program will submit a Three Year Consolidated Strategy Plan for Years 2010 to 2012 to HUD.

Fiscal Impact

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:36 AM	APRV
2	Perla Lopez	Perla Lopez	04/28/2010 04:58 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Estella Webber			Started On: 04/27/2010 04:22 PM	
Final Approval Date: 04/30/2010				

RESOLUTION

WHEREAS, the County of Hidalgo Urban County Program has completed it's Three Year Consolidated Strategy Plan for Years 23, 24 & 25.

NOW, THEREFORE BE IT RESOLVED that the County of Hidalgo Urban County Program hereby submits it's FY 2010 through 2012 Consolidated Plan to the U.S. Department of Housing and Urban Development, and

BE IT FURTHER RESOLVED that Hidalgo County Judge Rene A. Ramirez be and is hereby authorized to sign any and all documents and do all other acts necessary to carry this Resolution into effect.

RESOLVED, THIS THE 4th DAY OF MAY, 2010.

_____

RENE A. RAMIREZ, COUNTY JUDGE
HIDALGO COUNTY, TEXAS

Attest:

_____

ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS

AI-20958 **18.C.**

Casa Linda Apt. Complex - Edcouch, Tx.

CC REGULAR

Date:	05/04/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Michelle Mendoza
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval for a Release of Lien for the Deed of Trust between the Urban County Program and South Texas Economic Development Corporation, Inc. (STEDC) executed on December 22, 1998 in the amount of $120,000 for the purpose of purchase and rehabilitation of the Casa Linda Apartment Complex which consists of eight (8) units located in Edcouch, Texas.

BACKGROUND

Under Sections III and XV of the Subrecipient Agreement between the UCP and STEDC, the affordability requirement and duration of this agreement should follow HUD regulation 24 CFR 92.252 or 92.254. As per this regulation, any HOME assisted project utilizing $15,000 or more of HUD funding per unit requires a 10 year affordability period, hence a Release of Lien for this property should have taken place in December of 2008. The Real Estate Lien note however was incorrectly executed with a 15-year affordability period. As such, the UCP respectfully requests approval to release the lien to this property.

Fiscal Impact

Attachments

Link: housing development agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:30 AM	APRV
2	Perla Lopez	Perla Lopez	04/29/2010 09:11 AM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Estella Webber — Started On: 04/27/2010 01:34 PM

Final Approval Date: 04/30/2010

SUBRECIPIENT AGREEMENT WITH COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS CHDO'S

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This agreement, made and entered into on this the 27 day of October 19 98 by and between Hidalgo County a political subdivision of the State of Texas, hereafter referred to as "County" and South Texas Economic Development Corporation, Inc. (a non-profit organization) as described in 24 CFR Part 92.200, hereafter to as "CHDO Subrecipient".

WITNESSETH

WHEREAS, the "CHDO Subrecipient" desires to carry out special activities as described in Exhibit A permitted by 24 CFR Part 92, and

WHEREAS, the County wishes to contract with CHDO Subrecipient in order that the special activities described in Exhibit A can be carried out in County's jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the CHDO Subrecipient do mutually agree as follows:

SECTION I
Rules and Regulations

The CHDO Subrecipient agrees to cooperate with the County in respect to the implementation of HOME activities to be carried out by CHDO Subrecipient as per 24 CFR Part 92 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of HOME funds.

SECTION II
Statement of Work

CHDO Subrecipient agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment enumerated in Exhibit B, "Payment Schedule".

CHDO Subrecipient agrees to notify County of any changes in its "Statement of Work". CHDO Subrecipient shall obtain approval from County prior to commencing work on any changed "Statement of Work".

SECTION III
Affordability Requirement

CHDO Subrecipient agrees to maintain or meet the affordability requirements as per CFR 92.252 or 92.254, period of affordability, in all HOME funded activities. Should the CHDO Subrecipient fail to comply with these requirements, the CHDO Subrecipient agrees to repay all HOME funds used in housing assisted program activities that do not meet the affordability requirements for the specified time period to the County.

SECTION IV
Payments & Program Income

CHDO Subrecipient agrees to follow administrative directions from the County in the area of documenting and processing payment requests as defined in Exhibit C and limited to the amount needed.

CHDO Subrecipient and County agree that program income generated from the use of HOME funds shall be retained by the County and used for the same or similar activities under the HOME program. The CHDO Subrecipient shall forward to the County any program income received by CHDO Subrecipient on a timely manner but at least on a monthly basis unless otherwise specified in Exhibit C Part II, Program Income.

SECTION V
Uniform Administrative Requirements

CHDO Subrecipient agrees to comply with the requirements and standards of OMB Circular No. A-22, "Cost Principles for Nonprofit Organizations" and the following attachments to OMB Circular No. A-110:

(1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance;

(2) Attachment B, "Bonding and Insurance";

(3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual HOME activities starts from the date of submission of the annual

performance and evaluation report, in which the specific activity is reported on for the final time;

(4) Attachment F, "Standards for Financial Management Systems";

(5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;

(6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal or real property is sold, the proceeds obtained by the CHDO Subrecipient for HOME shall be transferred to Urban County Program or shall be retained by the CHDO Subrecipient after compensating Urban County Program; and

(7) Attachment O, "Procurement Standards".

A copy of the attachments can be made available to CHDO Subrecipient upon request.

SECTION VI
Project Requirement

CHDO Subrecipient agrees to comply with CFR 24 Part 1 Subpart F, Part 92.254 as applicable in accordance with the type of projected assisted under the HOME Homeownership Program.

SECTION VII
Housing Quality Standards

CHDO Subrecipient agrees that any housing assisted with HOME funds will meet local housing codes or the housing quality standards in 24 CFR 982.401. Housing quality standards are available to the CHDO Subrecipient upon request.

SECTION VIII
Other Program Requirements

CHDO Subrecipient agrees to carry out all HOME activities in compliance with all Federal laws and regulations described in Subpart H of 24 CFR Part 92 except for those environmental review requirements listed as 24 CFR Part 58.

SECTION IX
Religious Activities

The CHDO Subrecipient and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor should any building or structure funded under this program be used for sectarian or religious activities.

SECTION X
Affirmative Marketing

CHDO Subrecipient agrees to assist the County in informing the public of all HOME assisted activities by the use of commercial media, community organizations, places of worship, and any other means necessary to insure that all people are aware of the activities funded by the HOME Program particularly persons of low and moderate income.

SECTION XI
Records and Reports

CHDO Subrecipient agrees to maintain records and reports as outlined in Exhibit C "Records and Reports" and agrees to make those records available to the County, the Department of Housing and Urban Development, and any other federal agency that may exercise jurisdiction over HOME funds.

CHDO Subrecipient agrees to have an audit performed of all HOME funds on a regular basis but at least once a year. Failure to do so will cause the County to suspend all future funding and recall any outstanding funds.

SECTION XII
Assets

CHDO Subrecipient shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so prescribed by the County. County maintains its rights to any and all assets (property, program income, receivables) and allows the use of any or all assets by CHDO Subrecipient as long as CHDO Subrecipient uses the asset for its original intend and purposes.

The disposition of any asset improved or acquired in part or in whole with HOME funds by the CHDO Subrecipient must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to County if the asset is no longer being used to meet any HOME objective or in any case where the CHDO Subrecipient no longer provides the services shown on Exhibit A.

SECTION XIII
Suspension and Termination

CHDO Subrecipient understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the CHDO Subrecipient materially fails to comply with any of the terms or provisions of this agreement. In addition, this agreement may be terminated for convenience in accordance with 24 CFR 85.44.

SECTION XIV
Conflict of Interest

The CHDO Subrecipient covenants that neither member of its organization or staff member who exercise influence on the decision making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the HOME activities or is a beneficiary of any HOME activity.

The CHDO Subrecipient agrees that no person who is an elected official, employee, consultant, or agent of the CHDO Subrecipient's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the HOME activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company or association that has been hired or expects to be hired to perform any of the HOME activities so described on Exhibit A.

SECTION XV
Duration of Agreement

The CHDO Subrecipient and the County both agree that this agreement is in effect for the period of affordability required under 24 CFR 92.252 or 92.254, or until terminated as per the provisions under Section XIII of this agreement.

SECTION XVI
Legal Action and Venue

The CHDO Subrecipient agrees to notify the County when a problem arises that may lead to legal action or claim against the CHDO Subrecipient. The CHDO Subrecipient agrees to furnish to the County any information with respect to such action or claim. The CHDO Subrecipient agrees not to take any action with respect to any legal action or claim sought against the CHDO Subrecipient without the advice and consent of the County.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County.

SECTION XVII
Effective Date

The effective date of this contract shall be 27 day of October, 19 98. Such date being the date the County Commissioners' Court approved entering into a contract with CHDO Subrecipient. Approved and signed this the 18th day of November 19 98.

Executing Official

Subrecipient Firm Name: South Texas Economic Development Corporation, Inc.

Address: 1800 N. Texas Blvd.

City/State/Zip: Weslaco, Texas 78596

Federal I.D. # or S.S. #: 74-2785599

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Mike Lopez, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to me this 18th day of November, 19 98.

Lora L. Moreno
Notary-Signature

COUNTY OF HIDALGO

Anthony Covacevich
Anthony Covacevich, UCP Director

ATTEST:

Jose E. Pulido
Jose E. Pulido, County Clerk

ATTACHMENT

The Chdo Subrecipient completes a CHDO Application and the Exhibits are then attached to this CHDO Subrecipient Agreement.

- **EXHIBIT A - STATEMENT OF WORK**
- **EXHIBIT B - HOME GRANT BUDGET**
- **EXHIBIT B-1 - GRANT BUDGET**
- **EXHIBIT B-2 - PAYMENT SCHEDULE**
- **EXHIBIT C - RECORDS & REPORTS**
- **EXHIBIT D - SCHEDULE OF ACTIVITY**

Exhibit A

Statement of Work

Directions:

1. Clearly define the need or problem.

2. Clearly describe the use of H.O.M.E. funds, including tasks to be performed.

3. Clearly state how the subrecipient will accomplish the tasks to be performed. Explain what services will be expanded or added as a result of H.O.M.E. funds.

4. Clearly state the type of beneficiaries that will be assisted (i.e. age groups, special needs, etc.)

5. Clearly state where the tasks will be performed (i.e. location and physical address)

6. List the estimated number of units to be completed and include the family names and project addresses:

SEE ATTACHMENT

Executive Official's Initial

11/12/98
Date

EXHIBIT A

STATEMENT OF WORK

The South Texas Economic Development Corporation (STEDC) has received approval of a grant for $120,000.00 from the Hidalgo Urban County **HOME** Program. These funds will be used to acquire eight (8) apartment units located in the City of Elsa and to repair the substandard units to meet safe, liveable and housing quality standard requirements. The units will be leased to low income qualifying families.

1. NEED: The City of Elsa has a high demand for affordable rental housing units. The Elsa Housing Authority currently has a waiting list of over 500 Families. The vacancy rate for rental housing units that meet housing quality standards is less than 7%. The few units available in the City are older properties and are not in very good condition. According to census date, 35% of the City's population need rental properties.

2. USE OF HOME FUNDS:

From the grant funds allocated, $105,000.00 will be used to acquire the property and $15,000 (In accordance with the work write up) will be used to renovate the apartment units to meet housing quality standards. The construction repairs will take three and a half months to complete (December, January, February and March [November will be consumed in paper work and preparation])

3. AFFORDABLE LEASE UNITS FOR LOW INCOME FAMILIES:

Once the apartments are renovated, they will be leased to qualifying low income individuals and/or families. The rent schedules will be as follows:

4 - 1 bedroom = $210.00 Monthly rent per unit	$ 840.00
4 - 2 bedrooms = $250.00 Monthly rent per unit	$1,000.00
TOTAL MONTHLY INCOME	$1,840.00

A total of eight low income individuals, elderly and/or families using applicable HUD eligibility guidelines (a single individual, an elderly person or a mother and daughter are eligible for a one bedroom under HUD rules).

4. PARTICIPANTS WILL BE SELECTED BASED ON THE FOLLOWING ELIGIBILITY CRITERIA:

A. Must meet HUD low income guidelines;

B. Must meet household size as per HUD guidelines for one and two bedroom units;

C. Family must be homeless, living in substandard housing or waiting on a Section 8 program list.

D. Must have the ability to pay the monthly rent.

5. LOCATION OF PROPERTY:

908 N. Broadway, Elsa, Texas

6. NUMBER OF UNITS AND FAMILY NAMES:

The project includes eight apartment units. The family names will be submitted upon completion of repairs and signing of rental lease.

7. PROPOSED CONSTRUCTION WORK-WRITE-UP:

To be submitted prior to beginning of repairs.

Exhibit B

H.O.M.E. Grant Budget

Directions:

1. Prepare a detail budget to carry out the activities presented in Exhibit A. The budget must provide ar adequate base for comparison with actual performance. (Exhibit B-1)

2. Provide the list of families to be assisted and include the amount budgeted for each unit. The total budget amounts should add up to the total grant awarded. (Exhibit B-1)

3. Prepare a monthly payment schedule of projected milestones and deadlines for tasks to be performed. (Exhibit B-2)

Executive Official's Initial

Date 11/12/98

Exhibit B-1

Grant Budget

Names of Families/Type of Expenses	BUDGETED AMOUNT
1. Repairs to Unit #1	$ 1,875
2. " " " #2	$ 1,875
3. " " " #3	$ 1,875
4. " " " #4	$ 1,875
5. " " " #5	$ 1,875
6. " " " #6	$ 1,875
7. " " " #7	$ 1,875
8. " " " #8	$ 1,875
9. Purchase of Apts.	$ 105,000.
10.	$
11.	$
12.	$
13.	$
14.	$
15.	$
16.	$
17.	$
18.	$
19.	$
20.	$
TOTAL GRANT BUDGET:	$ 120,000

Executive Official's Initial

Date 11/12/98

EXHIBIT B-2

PAYMENT SCHEDULE
(continued)

1998 - 1999 For the Months of...	Estimated Amount of Expenditures	Number of Units to be Completed (Include names of Families)
November - January	$ 7,500	4 Units
February - March	$ 7,500	4 Units
December 1998	$ 105,000	8 Units
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
TOTALS:	$ 120,000	8 Units

Executive Official's Initial

Date 4/12/99

Exhibit C

Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Request for Payment Form(Form UCP-10B)
- Copies of invoices (provide originals when payment is issued directly to vendor)
- Copies of cancelled checks (front & back)
- Other Supporting Documents (i.e., Inspections, Completion forms, Time Sheets for instructional fees, etc.)

B. A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:

- Period Covered by Performance Report
- Type of Services Provided
- Type of Equipment/Supplies Purchased
- Amount of Funds Expended
- Number of Units Completed
- Number of Beneficiaries Served & Ethnicity Data
  ____ White, non-Hispanic
  ____ Black, non-Hispanic
  ____ Native American
  ____ Asian or Pacific Islander
  ____ Hispanic
  ____ Total
- How Services Provided Benefit Clientele
- Status of Projects Underway
- Projection for Next Disbursement Period
- Program Income Report/Bank Statement
- Other Significant Information

C. CHDO must maintain a file of all records and reports submitted to the Urban County Program. CHDO must maintain record of beneficiaries served (i.e. applications, legal documents, contracts, income eligibility, loan policy etc.) CHDO must maintain files of all original contract agreements, amendments, and correspondence.

D. CHDO Must maintain proper financial records and must retain records as per the following:

- For Rental Housing Projects, records must be retained for five years after the project completion date, except records for individual tenant income verifications and project inspections must be retained until five years after the affordability period terminates.
- For homeownership housing projects, records must be retained for five years after the project completion date, except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.
- For tenant-based rental assistance project, records must be retained for five years after the period of rental assistance terminates.
- Records covering displacements or acquisition must be retained for five years after the date by which all persons are displaced from the property and all persons whose property is acquired for the project and have received final payment.
- Written agreements must be retained five years after the agreement terminates.

E. CHDO must follow the following with regard to Program Income:

- A separate revenue account must be established in order to determine accurate, current and complete disclosure of program income.
- If program income is maintained in an interest-bearing account, proper reporting and expending of interest is required.
- Program income must be spent on eligible activities and expended before additional H.O.M.E. funds are requested.
- If project is partially assisted with H.O.M.E. funds, those funds will be pro-rated to reflect the percentage of H.O.M.E. funds.

Executive Official's Initial

Date 11/12/99

Exhibit D

Schedule of Activity

CHDO hereby agrees to perform tasks as outlined in Exhibit A within a time period not to exceed one year from the effective date of this contract.

A proposed monthly schedule of activity should be provided in this space. The schedule should not exceed CHDO contract time frame of twelve months from contract date.

The County will concurrently conduct periodic reviews to ensure the timely progression on such activities to assure the completion of such services within the required time frame.

19 98- 19 99 For the Months of...	Number of Beneficiaries	Tasks to be Performed
November - January	4	Renovation/Repairs
February - March	4	Renovation/Repairs

Executive Official's Initial

Date 11/19/98

REAL ESTATE LIEN NOTE
CHDO PROGRAM

DATE: December 22, 1998

MAKER: **South Texas Economic Development Corporation, Inc.**

MAKER'S MAILING ADDRESS: _____

_____

PAYEE: County of Hidalgo, State of Texas, a political subdivision

PAYEE'S MAILING ADDRESS: Urban County Program
CHDO Program
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

COUNTY OF EXECUTION: Hidalgo County, Texas

PLACE FOR PAYMENT: Urban County Program
CHDO Program
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

PRINCIPAL AMOUNT: **One Hundred Twenty Thousand and no/100ths Dollars ($120,000.00)**

USE OF PROCEEDS:

Closing costs and a portion of the down payment to purchase and repair the **Property** according to a Subrecipient Agreement with Community Housing Development Organization Contract ("**CHDO Contract**") dated October 27, 1998, executed by **Payee** and **Maker**

ANNUAL INTEREST RATE ON UNPAID PRINCIPAL FROM DATE:

None, unless: (i) **Maker** sells the **Property**; or (ii) **Maker** fails to continuously use the apartments located on the **Property** as specified in the **CHDO Contract**; or (iii) **Maker** fails to honor any of its other obligations to **Payee** under the **CHDO Contract** or this note; in which event interest on and after that date shall be six percent (6%) per annum as provided in the **CHDO Contract**

ANNUAL INTEREST RATE ON MATURED, UNPAID AMOUNTS: Six Percent (6%) per annum

TERMS OF PAYMENT:

Subject to the terms of this note, the Principal Amount owing on this note is due and payable in five (5) annual installments of Twenty Four Thousand and no/100ths Dollars ($24,000.00) each, payable on the 22nd day of December in each calendar year, beginning December 22, 1999, and annually thereafter until December 22, 2013, when all remaining unpaid principal shall be due and payable.

Provided Maker has utilized the Property in accordance with the **CHDO Contract** on and after the date of this note, Maker shall be entitled to offset amounts owed to Payee under this note with low income housing credits ("Payment Credits") computed as follows:

(i) On the first anniversary date of the note - 6.67% of the original Principal Amount;
(ii) On the second anniversary date of the note - 6.67% of the original Principal Amount;
(iii) On the third anniversary date of the note - 6.67% of the original Principal Amount;
(iv) On the fourth anniversary date of the note - 6.67% of the original Principal Amount; and
(v) On the fifth anniversary date of the note - 6.67% of the original Principal Amount.
(vi) On the sixth anniversary date of the note - 6.67% of the original Principal Amount;
(vii) On the seventh anniversary date of the note - 6.67% of the original Principal Amount;
(viii) On the eighth anniversary date of the note - 6.67% of the original Principal Amount;
(ix) On the ninth anniversary date of the note - 6.67% of the original Principal Amount;
(x) On the tenth anniversary date of the note - 6.67% of the original Principal Amount;
(xi) On the eleventh anniversary date of the note - 6.67% of the original Principal Amount;
(xii) On the twelfth anniversary date of the note - 6.67% of the original Principal Amount;
(xiii) On the thirteenth anniversary date of the note - 6.67% of the original Principal Amount;
(xiv) On the fourteenth anniversary date of the note - 6.67% of the original Principal Amount; and
(xv) On the fifteenth anniversary date of the note - 6.67% of the original Principal Amount.

SECURITY FOR PAYMENT:

A second deed of trust lien granted by **Maker** in favor of **Payee** in a Third Lien Deed of Trust ("**Deed of Trust**") of even date herewith on the **Property**

PROPERTY: See Exhibit "A" attached hereto.

OTHER LIENS:

The indebtedness evidenced by this note is subordinate to the indebtedness evidenced by a note dated January 18, 1989, in the original principal sum of $50,045.00, executed by Agustin Hernandez, Manuel Hernandez and Modesto Hernandez and payable to County of Hidalgo, Texas ("Second Lien Debt"), which Second Lien Debt is also secured by a deed of trust lien on the Property and which Second Lien Debt Maker has assumed.

Events of Default:

Maker shall be in default ("**Event of Default**") under the terms of this Real Estate Lien Note if any one or more of the following occurs:

1. **Maker** fails to keep any promise contained in: (i) the CHDO Contract; (ii) the First Lien Debt; or (iii) the Second Lien Debt;

2. **Maker** fails to make one or more payments on this note or the First Lien Debt or Second Lien Debt on time or in the amount due;

3. **Maker** fails to keep any promise contained in this note and/or fails to keep any promise contained in any agreement which secures the repayment of this note, including the Deed of Trust and/or the First Lien Debt deed of trust or Second Lien Debt deed of trust; or

4. **Maker** makes any written statement or provides any financial information that is untrue or inaccurate at the time it was made or provided.

Acceleration of Payment:

The repayment of the **then unpaid portion of the Principal Amount** may, at **Payee's** option, be accelerated if any of the following occur:

1. **Maker** fails to continuously use the apartments located on the **Property** as low income housing facilities: or

2. Except to the extent permitted in this note or the **CHDO Contract**, the voluntary transfer of beneficial ownership of all or part of the **Property**, whether by deed, contract for deed, or otherwise; or

3. Except as provided in the **Deed of Trust** or the **CHDO Contract**, the existence of any voluntary or involuntary lien, encumbrance or charge against the **Property**, or any part thereof, which is superior to the **Payee's** liens, except for the lien for non-delinquent ad valorem taxes and the **First Lien Debt** or **Second Lien Debt**; or

4. An **Event of Default** exists.

Additional Terms:

Maker also agrees to the following additional terms and conditions:

1. This note incorporates and is subject to the **CHDO Contract** and the **Deed of Trust**. Without otherwise limiting the application of the CHDO Contract and the Deed of Trust in any manner whatsoever, for fifteen (15) years following the date of this note, Maker agrees that any sale of the Property will be limited to a sale to a person who will use the Property to provide housing to a low income family (as defined in 24 C.F.R. Part 92, as amended, and any Payee program guidelines) who will use the Property as their principal residence. Maker understands and agrees that if the Maker sells the Property within fifteen (15) years of the date of this note, Maker shall immediately repay to the Payee the then remaining portion of the unpaid Principal Amount owing on this note. The unpaid portion of the Principal Amount then owing on this note shall be paid immediately out of the proceeds of sale, after deducting the amount necessary to satisfy the First Lien Debt, Second Lien Debt and the closing costs for the sale of the Property. If the net sale proceeds are not sufficient to pay the then unpaid portion of the Principal Amount owing on the note in full, the deficiency, if any shall be repaid, at the option of the Payee, either immediately, out of other funds of the Maker, or in monthly

installments of principal and interest in an amount necessary to fully amortize the deficiency, with six percent (6%) interest per annum, from the date of the closing on the sale of the Property through the original fifteen year term of this note; provided, however, the minimum monthly payment of principal and interest shall be Fifty and no/100 Dollars ($50.00).

2. **Subject to the Payment Credits available to Maker as provided in this note, Maker** promises to pay to the order of **Payee** at the place for payment and according to the terms of payment the Principal Amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

3. If **Maker** defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after **Payee** gives **Maker** notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then **Payee** may declare the unpaid portion of the Principal Amount and earned interest, if any, on this note immediately due and/or repayable in installments as provided in Paragraph 1 of the Additional Terms section of this note. **Maker** and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of default, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

4. **Maker** may at any time make full or partial prepayments on the principal without paying any penalty, in addition to making regularly scheduled payments. Unless **Payee** agrees otherwise in writing, partial prepayments will not alter the dates or amounts of regularly scheduled payments. **Payee** may require that any partial prepayments be in the same amount as regularly scheduled payments.

5. If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then **Maker** shall pay **Payee** all costs of collection and enforcement, including court costs and reasonable attorney's fees paid to an attorney who is not an employee of **Payee**, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

6. Interest on the debt evidenced by this note shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

7. Each **Maker** is responsible for all obligations represented by this note.

8. When the context requires, singular nouns and pronouns include the plural.

SOUTH TEXAS ECONOMIC DEVELOPMENT CORPORATION, INC.

Printed Name:_____

Title:_____

EXHIBIT "A"
TO A
REAL ESTATE LIEN NOTE
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 8, HOLLINGSWORTH SUBDIVISION out of the West 5 acres of the South 20 acres of Farm Tract 596, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Page 48, Map Records, Hidalgo County, Texas.

PSJ4812-GTBM

CHARGE TO SECURITY LAND TITLE C

SECOND ~~THIRD~~ LIEN
DEED OF TRUST
CHDO PROGRAM

737604

DATE: December 22, 1998

GRANTOR: SOUTH TEXAS ECONOMIC DEVELOPMENT CORPORATION, INC.

GRANTOR'S MAILING ADDRESS: 1800 N. TEXAS AVE.
WESLACO, TEXAS 78596

TRUSTEE: Anthony Covacevich

TRUSTEE'S MAILING ADDRESS:

Urban County Program
CHDO Program
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

BENEFICIARY: County of Hidalgo, State of Texas, a political subdivision

BENEFICIARY'S MAILING ADDRESS (including county):

Urban County Program
CHDO Program
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

NOTE:

DATE: December 222, 1998

AMOUNT: One hundred twenty thousand and no/100ths Dollars ($120,000.00)

MAKER: South Texas Economic Development Corporation, Inc.

PAYEE: County of Hidalgo, State of Texas

FINAL MATURITY DATE: As therein provided

PROPERTY (including any improvements): See Exhibit "A" attached hereto

PRIOR LIEN(S):

The indebtedness evidenced by this note is subordinate to the indebtedness evidenced by a note dated December 21, 1988, in the original principal sum of $25,000.00, executed by Agustin Hernandez, Manuel Hernandez and Modesto Hernandez and payable to First State Bank and Trust Company ("First Lien Debt"), which First Lien Debt is also secured by a deed of trust lien on the Property, and which First Lien Debt Maker has assumed.

The indebtedness evidenced by this note is subordinate to the indebtedness evidenced by a note dated January 18, 1989, in the original principal sum of $50,045.00, executed by Agustin Hernandez, Manuel Hernandez and Modesto Hernandez and payable to County of Hidalgo, Texas ("Second Lien Debt"), which Second Lien Debt is also secured by a deed of trust lien on the Property and which Second Lien Debt Maker has assumed.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY: See Exhibit "A" attached hereto

For value received and to secure payment of the **Note**, **Grantor** conveys the **Property** to **Trustee** in trust. **Grantor** warrants and agrees to defend title to the **Property**. If **Grantor** performs all the covenants and pays the **Note** according to its terms, this deed of trust shall have no further effect, and **Beneficiary** shall release it at **Grantor**'s expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. keep the **Property** in good repair and condition;

2. pay all taxes and assessments on the **Property** when due;

3. preserve the lien's priority as it is established in this deed of trust;

4. maintain the **Property** in a safe and sanitary condition;

5. maintain the **Property** in such a manner as to cause it to comply with **Grantor's** agreements in a Community Housing Development Organization Contract ("**CHDO Contract**") between **Grantor** and **Beneficiary**;

6. maintain, in a form acceptable to **Beneficiary**, an insurance policy that:

   a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless **Beneficiary** approves a smaller amount in writing;

b. contains an 80% coinsurance clause;

c. provides fire and extended coverage, including windstorm coverage;

d. protects **Beneficiary** with a standard mortgage clause;

e. provides flood insurance at any time the **Property** is in a flood hazard area; and

f. contains such other coverage as **Beneficiary** may reasonably require;

7. comply at all times with the requirements of the 80% coinsurance clause;

8. deliver the insurance policy to **Beneficiary** and deliver renewals to **Beneficiary** at least ten days before expiration;

9. keep any buildings occupies as required by the insurance policy;

10. comply with its obligations under the **CHDO Contract**; and

11. if this is not a first lien, pay all prior lien **notes** that **Grantor** is personally liable to pay and abide by all prior lien instruments, including the **First Lien Debt** and **Second Lien Debt.**

BENEFICIARY'S RIGHTS

1. **Beneficiary** may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of **Trustee**.

2. If the proceeds of the **Note** are used to pay any debt secured by prior liens, **Beneficiary** is subrogated to all of the rights and liens of the holders of any debt so paid.

3. **Beneficiary** may apply any proceeds received under the insurance policy either to reduce the **Note** or to repair or replace damaged or destroyed improvements covered by the policy.

4. If **Grantor** fails to perform any of **Grantor**'s obligations, **Beneficiary** may perform those obligations and be reimbursed by **Grantor** on demand at the place where the **Note** is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the **Note** for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

5. If **Grantor** defaults on the **Note** or fails to perform any of **Grantor**'s obligations or if default occurs on a prior lien **Note** or other instrument, including the **First Lien Debt** or

Second Lien Debt, and the default continues after **Beneficiary** gives **Grantor** notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then **Beneficiary** may, at it's option:

a. declare the unpaid principal balance and earned interest on the **Note** immediately due and/or repayable in installments as provided in the **CHDO Contract**;

b. request **Trustee** to foreclose this lien, in which case **Beneficiary** or **Beneficiary**'s agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and

c. purchase the **Property** at any foreclosure sale by offering the highest bid and then have the bid credited on the **Note**.

TRUSTEE'S DUTIES

If requested by **Beneficiary** to foreclose this lien, **Trustee** shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;

2. sell and convey all or part of the **Property** to the highest bidder for cash with a general warranty binding **Grantor**, subject to prior liens and to other exceptions to conveyance and warranty; and

3. from the proceeds of the sale, pay, in this order:

a. expenses of foreclosure, including a commission to **Trustee** of 5% of the bid;

b. to **Beneficiary**, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to **Grantor**; and

d. to **Grantor**, any balance.

GENERAL PROVISIONS

1. If any of the **Property** is sold under this deed of trust, **Grantor** shall immediately surrender possession to the purchaser. If **Grantor** fails to do so, **Grantor** shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any **Trustee's** deed conveying the **Property** will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain superior to liens later created even if the time of payment of all or part of the **Note** is extended or part of the **Property** is released.

5. If any portion of the **Note** cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.

6. **Grantor** assigns to **Beneficiary** all sums payable to or received by **Grantor** from condemnation of all or part of the **Property**, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the **Property**. After deducting any expenses incurred, including attorney's fees, **Beneficiary** may release any remaining sums to **Grantor** or apply such sums to reduce the **Note**. **Beneficiary** shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. **Grantor** assigns to **Beneficiary** absolutely, not only as collateral, all present and future rent and other income and receipts from the **Property**. Leases are not assigned. **Grantor** warrants the validity and enforceability of the assignment. **Grantor** may as **Beneficiary**'s licensee collect rent and other income and receipts as long as **Grantor** is not in default under the **Note** or this deed of trust. **Grantor** will apply all rent and other income and receipts to payment of the **Note** and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the **Note** and deed of trust, **Grantor** may retain the excess. If **Grantor** defaults in payment of the **Note** or performance of this deed of trust, **Beneficiary** may terminate **Grantor**'s license to collect and then as **Grantor**'s agent may rent the **Property** if it is vacant and collect all rent and other income and receipts. **Beneficiary** neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the **Property**. **Beneficiary** may exercise **Beneficiary**'s rights and remedies under this paragraph without taking possession of the **Property**. **Beneficiary** shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising **Beneficiary**'s rights and remedies and then to **Grantor**'s obligations under the **Note** and this deed of trust in the order determined by **Beneficiary**. **Beneficiary** is not required to act under this paragraph, and acting under this paragraph does not waive any of **Beneficiary**'s other rights or remedies. If **Grantor** becomes a voluntary or involuntary bankrupt, **Beneficiary**'s filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment

or, if already paid, credited on the principal of the debt, or if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.

10. The term ***Note*** includes all sums secured by this deed of trust.

11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If **Grantor** and **Maker** are not the same person, the term ***Grantor*** shall include **Maker**.

13. **Grantor** represents that this deed of trust and the **Note** are given to evidence funds advanced by Beneficiary to **Grantor** as a portion of the down payment and closing and repair costs related to **Grantor's** purchase of the **Property**.

14. For fifteen (15) years following the date of this deed of trust, **Grantor** agrees that any sale of the **Property** will be limited to a sale to a person who agrees to rent the property to a low income family (as defined in 24 C.F.R. Part 92, as amended, and any County Homeownership Program guidelines) who will use the Property as its principal residence. The restrictions in this section are subordinate to the deed of trust liens which secure the repayment of the First Lien Debt and Second Lien Debt.

SOUTH TEXAS ECONOMIC DEVELOPMENT CORPORATION, INC.

Printed Name: MIKE LOPEZ
Title: EXECUTIVE DIRECTOR

(ACKNOWLEDGMENT)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 22ND day of DECEMBER, 1998 by MIKE LOPEZ, EXECUTIVE DIRECTOR of South Texas Economic Development Corporation, Inc, in the capacity therein stated.

Amabeli Salinas
NOTARY PUBLIC, STATE OF TEXAS

AMABELI SALINAS
Notary Public,
State of Texas My
Comm. Exp. 10-26-2002

AFTER RECORDING RETURN TO:

Urban County Program
CHDO Program
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

Exhibit "A"
To A
Deed of Trust
Legal Description of the Property
and
Exceptions to Conveyance and Warranty

LEGAL DESCRIPTION OF THE PROPERTY:

All of Lot 8, HOLLINGSWORTH SUBDIVISION out of the West 5 acres of the South 20 acres of Farm Tract 596, WEST TRACT SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Page 48, Map Records, Hidalgo County, Texas.

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any county water improvement district or other applicable governmental district, agency, authority.

Filed for Record in:
Hidalgo County, Texas
by Juan D. Salinas III
County Clerk

On: Jan 07,1999 at 08:42A

As a
Document Number: 737604
Total Fees : 23.00

Receipt Number - 192750

AI-20986 **18.D.**

Engineering services - Home Rehab project

CC REGULAR

Date:	05/04/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering services.

2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by UCP Home Staff) for the purposes of ranking by Commissioners' Court in connection with an Urban County Program Owner-Occupied Rehabilitation project for a certificate of elevation.

Firm	Grade	Rank
R. Gutierrez Engineering Inc.	98	_____
J.E. Saenz & Associates Inc.	95	_____
Millennium Engineers Group	81	_____

3. Authority to negotiate a one (1) year professional engineering service contract with the No. 1 ranked firm _____ for a certificate of elevation services.

BACKGROUND

Urban County Program HOME Staff has rated three engineering service firms from the County's approved "pool". R. Gutierrez Engineering, Inc., J.E. Saenz & Associates, Inc., & Millennium Engineers Group Inc. were rated for a Housing Rehab project that requires a certificate of elevation prior to construction services. In addition, due the potential of future projects within flood zones, the Urban County Program Staff is requesting a one (1) year contract for said services. See attached scoring grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: rehab scoring grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 10:27 AM	APRV
2	Perla Lopez	Perla Lopez	04/28/2010 02:31 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Estella Webber

Started On: 04/28/2010 09:40 AM

Final Approval Date: 04/30/2010

Engineering Services
CERTIFICATE OF ELEVATION
Year 23 (2010)
Grading-Ranking Grid

Criteria	Millennium Engineers Group			R. Gutierrez Engineering			J.E. Saenz & Associates		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	15	10	20	20	20	15	20	20
Experience of Project Team	22	20	20	23	25	25	23	25	20
Experience/ Availability of Project Manager	18	15	5	20	20	20	20	20	20
Understanding of Project	20	24	25	25	20	25	25	23	25
Familiarity with Applicable Rules & Regulations	10	10	8	10	10	10	10	10	8
TOTALS	90	84	68	98	95	100	93	98	93
AVERAGES	242÷3= 80.6%			293÷3= 97.6%			284÷3= 94.6%		
RATING	3			1			2		

AI-21040 **18.E.**

Construction materials testing - Pct. #2

CC REGULAR

Date:	05/04/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for construction materials testing;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) construction materials testing firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 2, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 20 (2007) and Year 21 (2008) Precinct No. 2, Street Improvements for El Charro No. 2 Subdivision (Inca St.).

Firm	Grade	Ranked
Raba Kistner Engineering	97	_____
L & G Engineering Laboratory	94	_____
Earth Co.	86	_____

3. Authority to negotiate a construction materials testing services contract with the No. 1 ranked firm _____ for an Urban County Program – Hidalgo County Precinct No. 2, Street Improvements for El Charro No. 2 Subdivision (Inca St.).

BACKGROUND

The three firms rated from the County's approved "pool" are Raba Kistner Engineering, L & G Engineering Laboratory and Earth Co. for the Street Improvements for El Charro No. 2 Subdivision (Inca St.). Attached see grading grid for your review.

Funds Available: $ 177,413.58

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 09:58 AM	APRV
2	Perla Lopez	Perla Lopez	04/30/2010 10:25 AM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Estella Webber — Started On: 04/30/2010 09:10 AM

Final Approval Date: 04/30/2010

Hidalgo County Precinct No. 2
Construction Materials Testing
Street Improvements – El Charro No. 2 S/D (Inca St.)
Year 20 (2007) and 21 (2008)
Grading-Ranking Grid

Criteria	Raba Kistner Engineering			L & G Engineering Laboratory			Earth Co.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	18	20	20	18	20	17
Experience of Project Team	25	23	25	23	25	25	23	18	18
Experience/ Availability of Project Manager	19	20	17	17	20	20	17	18	18
Understanding of Project	24	25	25	23	25	20	23	23	18
Familiarity with Applicable Rules & Regulations	09	10	10	07	10	10	08	10	10
TOTALS	97	98	97	88	100	95	89	89	81
AVERAGES	292÷3=97%			283÷3=94%			259÷3=86%		
RATING	1			2			3		

AI-20972 **18.F.**

Engineering services - Home Rehab project

CC REGULAR

Date:	05/04/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering services testing.

2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by UCP Home Staff for the purposes of ranking by Commissioners' Court in connection with and Urban County Program Owner-Occupied Rehabilitation project for materials testing.

Firm	Grade	Rank
Terracon Consultants Inc.	93	_____
Raba Kistner Engineering	89	_____
L & G Engineering Laboratory, LLC	85	_____

3. Authority to negotiate a one (1) year professional engineering service contract with the No. 1 ranked firm _____ for the provision of materials testing.

BACKGROUND

Urban County Program HOME Staff has rated three engineering service firms from the County's approved "pool". L & G Engineering Laboratory LLC, Raba Kistner Engineering & Terracon Consultants, Inc. were rated for a Housing Rehab project that requires a materials testing of site work for construction services. In addition, due to the potential of future projects within three thousand (3,000) feet of a hazardous areas, the Urban County Program Staff is requesting a one (1) year contract for said services.
See attached scoring grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 08:40 AM	APRV
2	Perla Lopez	Perla Lopez	04/28/2010 02:24 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Estella Webber — Started On: 04/27/2010 04:39 PM

Final Approval Date: 04/30/2010

Engineering Services
ASTM PHASE I – SOIL TEST
Year 23 (2010)
Grading-Ranking Grid

Criteria	L & G Engineering			Raba Kistner			Terracon Consultants, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	15	16	20	20	17	20	20	18
Experience of Project Team	25	20	20	25	20	20	20	25	23
Experience/ Availability of Project Manager	20	10	16	17	18	17	20	20	17
Understanding of Project	20	25	20	25	20	20	20	25	23
Familiarity with Applicable Rules & Regulations	10	10	8	10	10	8	10	10	8
TOTALS	95	80	80	97	88	82	90	100	89
AVERAGES	255÷3= 85%			267÷3= 89%			279÷3= 93%		
RATING	3			2			1		

AI-20979 **19.A.**

2010 - Full Contract - Weslaco ISD

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

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

BACKGROUND

Two (2) originals - Contract for Election Services

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 and outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Weslaco ISD - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/28/2010 11:40 AM	APRV
2	Budget & Management	Ivan Cantu	04/28/2010 04:02 PM	APRV
3	Roland Garcia	Rolando Garcia	04/29/2010 02:24 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sandra Aguirre Started On: 04/28/2010 08:55 AM

Final Approval Date: 04/30/2010

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 WESLACO ISD, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

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

WHEREAS, the County agrees to perform election services for THE ENTITY; 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, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the County and THE ENTITY 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 THE ENTITY 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 THE ENTITY 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 THE ENTITY;

(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 ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

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

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

(Q) Serve as the Early Voting Clerk; and

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

2.02 THE ENTITY 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) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(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 ENTITY 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; and

(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 ENTITY 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 THE ENTITY, 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, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for 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 creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
F. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.
G. 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; and
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 Reimbursement 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 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

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 ENTITY 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 ENTITY.
C. Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections Administrator.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Ruben Alejandro
Weslaco ISD
P. O. box 266
Weslaco, TX 78596

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS 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 12 day of April, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

WESLACO ISD
NAME OF ENTITY

BY: _____

PRINT: Dr. Richard Rivera

TITLE: Superintendent

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Rosemary Rodriquez

TITLE: Board Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-21038 **19.B.**

2010 - Lease Contract - PSJA ISD

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Lease Contract for Election Services between Hidalgo County and PSJA Independent School District for their election to be held on May 8, 2010.

BACKGROUND

Two (2) original Lease Contracts for Election Services

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: 2010 - PSJA ISD - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/30/2010 08:21 AM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 09:03 AM	APRV
3	Roland Garcia	Rolando Garcia	04/30/2010 09:19 AM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sandra Aguirre Started On: 04/29/2010 04:16 PM

Final Approval Date: 04/30/2010

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

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

RECITALS

WHEREAS, THE ENTITY, 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, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; 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, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, it is hereby agreed 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 THE ENTITY for its election to be held on May 08, 2010, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to THE ENTITY the following general services:

(A) Procure, provide, prepare, program and distribute adequate election equipment, and transport equipment to and from the polling locations,

including early voting substations and election day, for THE ENTITY;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(C) Provide information for election officers.

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 THE ENTITY, 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. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

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

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

(A) One Base charge of $150.00 for Programming iVotronic ballot for 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 creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and

(F) The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.

(G) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

(H) A charge of $17.50 for each CD requested for mail-in ballot voter list.

6.03 Two sets of Poll books will be printed, with one of the two sets of poll books paid by entity, as charged by third party vendor. Any additional copies shall be paid by Entity.

6.04 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times. Should on-site, non-scheduled iVotronic training be required, a charge of $100.00 for two (2) trainers will be incurred. Should off-site, non-scheduled iVotronic training be required, a fee of $100.00 plus $5.00 per person will be charged.

6.05 If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.

6.06 As prescribed by the Election Code, Section 31.100(d), a ten percent (10%) administrative fee of the total amount of the estimated service contract shall be charged. This 10% estimated administrative fee shall be paid and <u>returned</u> with the signed contract.

6.07 Full payment of balance due, including the 10% of the administrative fee, shall be made by THE ENTITY within 30 days after receiving a final, itemized invoice from ADMINISTRATOR after calculations are finalized. Final payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón

Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Daniel King
Superintendent
P. O. Box 769
Pharr, TX 78577

6.08 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS 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 PSJA ISD

LEASING ENTITY

BY: _____
YVONNE RAMÓN

PRINT:

BY: Janet Robles
Janet Robles

TITLE: Asst. Supt. for Finance

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ BY:
COUNTY JUDGE

ATTEST _____

PRINT: Gloria Ramirez

TITLE: Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-21037 **19.C.**

2010 - Full Contract - City of Edcouch

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and City of Edcouch for their election to be held on May 8, 2010.

BACKGROUND

Two (2) originals - Contract for Election Services

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: City of Edcouch - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/30/2010 08:21 AM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 09:02 AM	APRV
3	Roland Garcia	Rolando Garcia	04/30/2010 09:19 AM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sandra Aguirre — Started On: 04/29/2010 04:04 PM

Final Approval Date: 04/30/2010

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 the CITY OF EDCOUCH, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

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

WHEREAS, the County agrees to perform election services for THE ENTITY; 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, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the County and THE ENTITY 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 THE ENTITY 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 THE ENTITY 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 THE ENTITY;

(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 ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

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

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

(Q) Serve as the Early Voting Clerk; and

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

2.02 THE ENTITY 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) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(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 ENTITY 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; and

(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 ENTITY 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 THE ENTITY, 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, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

- **A. One base charge of $150.00 for Programming iVotronic ballot for 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 creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and**
- **F. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.**
- **G. 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; and**
- **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 Reimbursement 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 Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;

6.08 Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;

6.09 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.10 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

6.12 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

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 ENTITY 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 ENTITY.
C. Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections Administrator.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Robert Escobar
City Manager
City of Edcouch
P. O. Box 100
Edcouch, TX 78539

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS 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

CITY OF EDCOUCH
NAME OF LEASING ENTITY

BY: Robert Escobar Jr.

PRINT: Robert Escobar Jr.

TITLE: Int. City Manager

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20980 **19.D.**

2010 - Full Contract - South Texas College

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Full Contract Election Services between Hidalgo County and South Texas College for their election to be held on May 8, 2010.

BACKGROUND

Two (2) originals - Contract for Election Services

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 and outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: South Texas College - May 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	04/28/2010 11:40 AM	APRV
2	Budget & Management	Ivan Cantu	04/28/2010 04:03 PM	APRV
3	Roland Garcia	Rolando Garcia	04/29/2010 02:08 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sandra Aguirre Started On: 04/28/2010 09:01 AM

Final Approval Date: 04/30/2010

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 SOUTH TEXAS COLLEGE, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

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

WHEREAS, the County agrees to perform election services for THE ENTITY; 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, THE ENTITY and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the County and THE ENTITY 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 THE ENTITY 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 THE ENTITY 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 THE ENTITY;

(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 ENTITY;

(L) Procure and pay Ballot Board members ;

(M) Provide information for election officers;

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

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

(Q) Serve as the Early Voting Clerk; and

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

2.02 THE ENTITY 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) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(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 ENTITY 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; and

(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 ENTITY 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 THE ENTITY, 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, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

- **A. One base charge of $150.00 for Programming iVotronic ballot for 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 creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and**
- **F. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each ADA iVotronic.**
- **G. 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; and**
- **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 Reimbursement 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 **Reimbursement rental fees incurred for early voting polling places and election day polling places, as ordered;**

6.08 **Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks;**

6.09 **Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;**

6.10 **Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;**

6.11 **Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;**

6.12 **If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and**

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 ENTITY 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 ENTITY.

C. Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Administrator.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Shirley A. Reed
President
South Texas College
3201 W. Pecan Blvd.
McAllen, TX 78501

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of THE ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS 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

SOUTH TEXAS COLLEGE
NAME OF LEASING ENTITY

BY: Shirley A. Reed

PRINT: Dr. Shirley A. Reed

TITLE: President

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: Velisa Reyes

PRINT: Velisa Reyes

TITLE: Sr. Admin. Assistant

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-20976 **20.A.**

Amendment WIC Budget 2010

CC REGULAR

Date:	05/04/2010
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

1. Approval to amend (increase) the WIC Budget in the amount of 676,876.00 effective May 1, 2010 with a rate of $11.50 per participant.
2. Approval of Certification of Revenues as certified by Mr. Ray Eufracio, County Auditor in the amount of 676,876.00.
3. Approval of appropriation of funds for the FY 2010 WIC Grant.

BACKGROUND

Increase budget to fund expenditures for the WIC Program

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-XXX

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

BUDGETARY IMPACT:

Amending Grant. Appropriation in the amount of $676,876.00.

Revenue Account 0-1292-331-10-350-001-0-000

Attachments

Link: Certification of Revenue

Link: Amendment to WIC Contract

Link: WIC Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:20 PM	APRV
2	Erika Zamora	Erika Zamora	04/30/2010 04:05 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Margarita Gonzalez Started On: 04/27/2010 05:55 PM

Final Approval Date: 04/30/2010

From: Mike Escaname
To: 'Norma Longoria'
CC: 'Mague Gonzalez', benito.luna@auditor.co.hidalgo.tx.us, Becky Luna - Director of Accounting, linda.fong@auditor.co.hidalgo.tx.us
Date: Saturday, April 24, 2010 10:55:08 AM
Subject: WIC Budget Amendment Amount
WIC PARTICIPATION REVENUE PROJ 04242010.pdf WIC ITEMIZED AMENDMENT 042410.pdf

Hello Norma:

I hope your trip went well;

Regarding the WIC amendment, please consider the following:

A Certification of Revenue in the amount of **$676,876.00** is being reviewed for approval by Mr. Eufracio to be included with your agenda item set for May 4th.

This amount is based on the increase in rate per participant effective May 1, 2010 and on the ***projected*** number of participants to be served from April 2010 through September 2010. The projected amount is based on the average from your first six months of actual figures. (see attachment).

Additionally, based on Mary Cisneros' itemized breakdown associated with the amendment, I have identified th amounts that have already been budgeted in our general ledger. Since some of the amounts have not been budgeted, I am reviewing the information further and discussing this information with Mr. Eufracio to see if he will allow an additional budget increase for the remainder of the items listed in the itemized breakdown.

Let me or Benito Luna know if you have any questions.

Thanks,

Mike Escaname

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Texas 78539
(956) 318-2511 ext. 4670

HIDALGO COUNTY AUDITOR'S OFFICE
Participant/Extended Hours Analysis
WIC Administration Grant - Fiscal Year 2010
10/01/2009 - 09/30/2010

Month		FY 2010
Participants by Month :		
October	Actual	80,752
November	Actual	80,902
December	Actual	80,212
January	Actual	80,096
February	Actual	79,473
March	Actual	80,237
April	Projected Average	80,279
May	Projected Average	80,279
June	Projected Average	80,279
July	Projected Average	80,279
August	Projected Average	80,279
September	Projected Average	80,279
Total Number of Participants for FY 10 (Projected)		**963,346**
Extended Hours :		
October	Actual	12,459.67
November	Actual	13,159.40
December	Actual	12,970.79
January	Actual	13,526.56
February	Actual	14,275.82
March	Actual	13,940.67
April	Projected Average	13,388.82
May	Projected Average	13,388.82
June	Projected Average	13,388.82
July	Projected Average	13,388.82
August	Projected Average	13,388.82
September	Projected Average	13,388.82
Total Amount of Extended Hours Reimbursement for FY 10 (Projected)		**$160,665.83**
Number of Participants @ $10.69 / participant Oct 2009 - April 2010		$6,007,256.19
Number of Participants @ $11.50 / participant May 2010 - Sept 2010		$4,616,042.50
Projected Extended Hours Revenue FY 10		$160,665.83
Total Revenue Projected for FY 10		**$10,783,964.52**
Comparison with General Ledger Budget:		
Budget Appropriation for FY 10 on 10/20/09 to match to contract amount.		10,107,089.00
Amount of WIC FY 10 Admin Budget in General Ledger		**10,107,089.00**
Projected Revenue For FY 10 - Amount over / (under) budget		**$676,876.00** *

* = Rounded

-----Original Message-----
From: "Cisneros, Mary" <Mary.Cisneros@dshs.state.tx.us>
Sent 4/21/2010 10:12:44 AM
To: norma.longoria@wic.co.hidalgo.tx.us
Cc: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>, "Genfan, Alisin" <Alisin.Genfan@dshs.state.tx.us>
Subject: Itemized amount totaling increase of $ 2,067,049.00
RE WIC contract 2010-033266-Hidalgo

Norma, per our conversation here is the breakdown of the items totaling the increase to your WIC contract.

Participant rate increase	$636,971.00
PC –new fund	$407,000.00
RD	$5000.00
Lact	$19,188.00
New Food Rules	$ 87,615.00
Extra funds	$661,275.00
Proj Growth	$250,000.00
Total	$2,067,049.00

Please feel free to call me if you have any questions.
Thank you,

Mary M. Cisneros, Program Specialist

Department of State Health Services
Contract Development and Support Branch
512-458-7111 Ext 3513 Fax 512- 458-7521

	Budgeted	Not Budgeted	Totals
Participant Rate Increase		636,971.00	636,971.00
PC-New Fund (Breastfeeding Program Increase (Program 002)	407,000.00		407,000.00
RD		5,000.00	5,000.00
Lactation		19,188.00	19,188.00
New Food Rules (New Food	87,615.00		87,615.00
Extra Funds - Consist of $238,775.00 for WIC Mobile & $422,500.00 for WIC Clinic Renovation	238,775.00	422,500.00	661,275.00
Project Growth		250,000.00	250,000.00
	733,390.00	**1,333,659.00**	**2,067,049.00**

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2010-033266 (Contract) in accordance with this Amendment No. 001A: NSS-WIC LOCAL AGENCY- NOIMM effective 5/1/2010 .

The purpose of this Amendment is to increase contract amount due to FY10 participant rate increase.

Therefore, DSHS and Contractor agree as follows:

Change Program Attachment No. as follows:

PROGRAM ATTACHMENT **NO. ~~001~~ 001A**

SECTION VII. BUDGET, is revised as follows:

SOURCE OF FUNDS: CFDA # 10.557; 10.557.013

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed **~~$10,107,089.00~~ $12,174,138.00**

SECTION VIII. SPECIAL PROVISIONS, General Provisions, Payment Methods and Restrictions Article, Section 4.01, Payment Methods, PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT paragraph, is revised as follows:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of **~~$10.69~~ $11.50** for each participant served as defined above.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Signature of Authorized Official

Date: _____

David L. Lakey, M.D.

Commissioner

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7375

david.lakey@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DATE: 4/27/2010

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 0.1292.441.00.350.001.0

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 follwing amendments (increases) to my depatment budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
0.1292.441.00.350.001.0.312	Indirect Cost	341,555.00
0.1292.441.00.350.001.0.423	Custodial Services	10,000.00
0.1292.441.00.350.001.0.432	Repair & Maintenance Services	10,000.00
0.1292.441.00.350.001.0.532	Wireless Device	1,000.00
0.1292.441.00.350.001.0.535	Postage	5,000.00
0.1292.441.00.350.001.0.581	In County Travel	5,000.00
0.1292.441.00.350.001.0.584	Registration	3,000.00
0.1292.441.00.350.001.0.601	Office Supplies	44,521.00
0.1292.441.00.350.001.0.603	Educational & Instructional Supplies	15,000.00
0.1292.441.00.350.001.0.604	Medical Supplies	70,000.00
0.1292.441.00.350.001.0.607	Household & Janitorial Supplies	15,000.00
0.1292.441.00.350.001.0.531	Telephone	60,000.00
0.1292.441.00.350.001.0.540	Advertising	2,000.00
0.1292.441.00.350.001.0.622	Electricity	50,000.00
0.1292.441.00.350.001.0.626	Gasoline & Diesel	2,000.00
0.1292.441.00.350.001.0.671	Repair & Maintenance Supplies	1,000.00
0.1292.441.00.350.001.0.631	Bottle Water	5,000.00
0.1292.441.00.350.001.0.810	Dues & Membership	300.00
0.1292.441.00.350.001.0.412	Cable	3,000.00
0.1292.441.00.350.001.0.411	Water	5,000.00
0.1292.441.00.350.001.0.748	Other Equipment	17,000.00
0.1292.441.00.350.001.0.745	Computer Equipment	3,500.00
0.1292.441.00.350.001.0.664	Other Minor Equipment	5,000.00
0.1292.441.00.350.001.0.661	Minor Office Furniture & Equipment	3,000.00
	TOTAL FUND BALANCE IMPACT	676,876.00

Revenue Acct: 0.1292.331.10.350.001.0.000 Total Revenue: 676,876.00

REASON: To amend FY2010 to encumber cost.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE:

ATTEST COUNTY CLERK

AI-21009 **20.B.**

Claim for Fuel Reimbursement

CC REGULAR

Date:	05/04/2010
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria,WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

Requesting approval to reimburse Hidalgo County WIC Program employee Sylvia Casas # 086681 for the purchase of fuel for the 2003 WIC Mobile VIN# FCB35530A5407 in the amount of # 127.28. Req. 172821.

BACKGROUND

Presentation for discussion and approval to pay Sylvia Casas

See attachments:

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-626

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

BUDGETARY IMPACT:

Funds available as of 4/30/10 $1,983.78.

Attachments

Link: Sylvia Casas Purchase Affidavit

Link: Fuel Reimbursement Memo

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:47 PM	APRV
2	Erika Zamora	Erika Zamora	04/30/2010 04:55 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 04/28/2010 03:29 PM

Final Approval Date: 04/30/2010

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
TP4257 1180-001	3/12/10	127.28	Stripes 2198, 10935 N. Conway, Missi.
TOTAL		127.28	

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

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

SIGNATURE: Sylvia Casas

TITLE: WCS-
PERSON MAKING PURCHASE

Before me Ana Singleterry (Ana Singleterry), a Notary Public, appeared Sylvia Casas and on h**er** oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H___ / S**he** further stated h___ / s**he** requested payment of the same.

(SEAL)

Ana Singleterry
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Ana M Singleterry
My Commission Expires
09/28/2013

Mark Lonsdale
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

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

STRIPES 2198
10935 N CONWAY
MISSION TEXAS 78574

IP48571180-001 STRIPES 2198
10935 N CONWAY
MISSION TX 78574

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #15	46.638G	127.28
	@ 2.729/ G	
Sub Total		127.28
Tax		0.00
TOTAL		127.28
CREDIT $		127.28

CARD TYPE: MASTERCARD
CARD NAME: CASAS/SYLVIA MAYDON
ACCT NUMBER: XXXX XXXX XXXX 2146
TRANS TYPE: SALE
APPROVAL: 146507 INVOICE: 102068
AMOUNT: $ 127.28

APPROVED 146507
****

THANKS, COME AGAIN
REG# 0004 CSH# 002 DR# 01 TRAN# 46639
03/12/10 08:57:48 ST# 2198

To: Ray Eufracio, County Auditor

Cc: Armando U. Perez, Grant Accountant II

From: Margarita Gonzalez, Accountant IV

Thru: Norma L. Longoria, WIC Director

Date: March 23, 2010

RE: Fuel Reimbursement

On March 12, 2010, Antonio Cardona substitute driver for the mobile fueled up at Stripes not knowing the new procedure not to go inside the store. Mr. Cardona went inside store as per one of the WIC employees told him to go in. When he realized that the system was down clerk stated that gas had to be paid. Since Mr. Cardona did not have credit card with him Ms. Sylvia Casas paid for the fuel. Mr. Ovidio Gonzalez from Purchasing was notified and he said to pay with personal credit card and request reimbursement. Therefore, we are requesting reimbursement to Sylvia Casas in the amount of 127.28 for the fuel up for the 2003 Ford Motor home VIN# FCB535530A5407 LP# 864-976.

Thank you for your attention to this matter.

STRIPES 2198
10935 N CONWAY
MISSION TEXAS 78574

TP48571180-001 STRIPES 2198
10935 N CONWAY
MISSION TX 78574

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #15	46.638G	127.20
	@ 2.728/ G	
Sub Total		127.20
Tax		0.00
TOTAL		127.28
CREDIT	$	127.28

CARD TYPE: MASTERCARD
CARD NAME: CASAS/SYLVIA MAYDON
ACCT NUMBER: XXXX XXXX XXXX 2146
TRANS TYPE: SALE
APPROVAL: 146507 INVOICE: 102066
AMOUNT: $ 127.28

APPROVED 146507

THANKS, COME AGAIN
REG# 0004 CSH# 002 DR# 01 TRAN# 48638
03/12/10 08:57:48 ST# 2198

AI-21041 **21.A.**

Juvenile Detention - Creation of four (4) JSO Detention Officer
CC REGULAR

Date:	05/04/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Juv. Detention (1100)
1. Approval to create four (4) regular full-time JSO/Detention Officer positions, slot no.'s 0085 - 0088, budgeted salary $32,120.00 for each.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds for proposed positions and related fringe benefit expenditures, available as of 04/30/10, pending interdepartmental transfer.

Attachments

Link: PARs
Link: Job Description
Link: Fiscal Note
Link: Revised salary schedule
Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/30/2010 05:02 PM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 05:06 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/30/2010 05:38 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sylvia Solis Started On: 04/30/2010 11:24 AM

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Judge Mario E. Ramirez, Jr. Juvenile Justice Center/330 **DATE:** April 30, 2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 001-085-001-088

REQUESTED POSITION TITLE: -J.S.O./Detention Officer
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ $32,120.00 x 4 (Proposed Budgeted Salary) $ 128,480.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions
$ 15.4423 X 2,080 hrs. per year = $32,120.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Positions were created in 2007, however, they have never been funded. Due to a constant and consistent increase in detainee population, the additional positions are necessary for the safety and security of the detained population, staff and community. With an increased number in population comes the potential increase of serious incidents (fights, riots, self-harm behavior, evacuations, etc.), therefore, the center needs these essential positions to be fully staffed to minimize any serious incidents and minimize liability against the department and the County of Hidalgo.

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

Assumes responsibility for juveniles in detention, provides orientation/expectations for juvenile during admission, maintains discipline and security of the detention facility, maintains accountability of juveniles, must intervene when detainees engage in self harm behavior, engage in harm to others, conduct pat downs, individual and area searches, provide constant supervison of the detained population.

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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	4-30-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/30/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
JUVENILE DETENTION DEPARTMENT

Job Title:	**Detention Officer**	**FLSA Status:**	**Non-Exempt**
Dept. Code:	**330**	**Civil Service Status:**	**Exempt**

SUMMARY:
The Detention Officer directly monitors and supervises the daily activities of detained juveniles in the detention facility. Responsible for the safety and security of the detainees in custody. Detention Officers are directly accountable to the Shift Supervisor on duty.

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Assumes responsibility for juveniles in detention.
- Provides orientation/expectations for juveniles during admission.
- Plan daily living activities of juveniles.
- Maintains cleanliness, sanitation and safety in the living units.
- Maintains discipline and security of the Detention facility.
- Maintains group log-book.
- Maintains juveniles' daily level point system sheets.
- Maintains constant communication with Shift Supervisors and Detention Superintendent.
- Maintains accountability of juveniles.
- Escorts juveniles from one place to another in an orderly fashion.
- Be familiar with policies and procedure.
- Regular attendance is a must.
- Writes incident reports.
- Conducts area and individual searches.
- Promote a positive image of the department in the community and maintains a high level of professionalism and moral character at all times.
- Work in harmony with all department staff and perform any and all duties as assigned to insure the efficient operation of the department.
- Perform any and all other duties assigned by supervisory personnel

EDUCATION AND EXPERIENCE:

- Bachelor's Degree Preferred
- High School Diploma or GED
- One Year Experience Preferred
- Bilingual – preferred
- Must complete oral interviews.
- Must complete and pass a background investigation.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must be eligible for certification as a Detention Officer by the Texas Juvenile Probation Commission.
- Employees must have proof of a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by County Insurance carrier.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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. 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

- standing for extended periods of time

Maintain mental capacity, which permits:
- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:
- working closely with others
- working in a multi-task environment
- working in hostile environment at times

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

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

Hidalgo County
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, May 04, 2010 **Agenda Item:** 21041

Summary of request/proposal:
Juvenile Detention (1100):
Approval to create four (4) regular full-time J.S.O. Detention Officer positions, slot no. 0085 - 0088, budgeted salary $32,120.00 for each.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	JSO/ DETENTION OFFICER	0085	113	0.00	32,120.00	32,120.00
1100	JSO/ DETENTION OFFICER	0086	113	0.00	32,120.00	32,120.00
1100	JSO/ DETENTION OFFICER	0087	113	0.00	32,120.00	32,120.00
1100	JSO/ DETENTION OFFICER	0088	113	0.00	32,120.00	32,120.00
				0.00	128,480.00	128,480.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-423-32-330-001-0- 113	JUVENILE DET. HM - REG F/T EMPLOYEES	$85,653.33
0-1100-423-32-330-001-0- 211	JUVENILE DET. HM - HEALTH INSURANCE	$7,218.56
0-1100-423-32-330-001-0- 212	JUVENILE DET. HM - LIFE INSURANCE	$72.00
0-1100-423-32-330-001-0- 220	JUVENILE DET. HM - FICA	$6,552.48
0-1100-423-32-330-001-0- 230	JUVENILE DET. HM - RETIREMENT	$8,154.20
0-1100-423-32-330-001-0- 250	JUVENILE DET. HM - UNEMPLOYMENT COMP	$428.27
0-1100-423-32-330-001-0- 260	JUVENILE DET. HM - WORKER'S COMP	$0.00
	2010 Budgetary Impact	$108,078.84

2011 Budgetary Impact: $162,118.26

Possible Funding Sources: **Co. Wide Administration**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-423-32-330-001-0

AI - 21041

JUVENILE DETENTION HM

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	NURSE	63,250.00	2,214.00	65,464.00	0	0.00	0.00	65,464.00	65,464.00	0.00	0.00	0.00	0.00	0.00	65,464.00
0002	113	ASSISTANT INTAKE PROBATION OFFI	46,750.00	1,717.00	48,467.00	0	0.00	0.00	48,467.00	48,467.00	720.00	0.00	0.00	0.00	0.00	49,187.00
G003	113	SHIFT SUPERVISOR	47,250.00	1,693.00	48,943.00	0	0.00	0.00	48,943.00	48,943.00	1,020.00	0.00	0.00	0.00	0.00	49,963.00
G004	113	SHIFT SUPERVISOR	43,911.00	1,710.00	45,621.00	0	0.00	0.00	45,621.00	45,621.00	900.00	0.00	0.00	0.00	0.00	46,521.00
G005	113	HEAD DETENTION SUPERVISOR	43,756.00	3,245.00	47,001.00	0	0.00	0.00	47,001.00	47,001.00	1,140.00	0.00	0.00	0.00	0.00	48,141.00
G006	113	JSO/ DETENTION OFFICER	41,000.00	1,474.00	42,474.00	0	0.00	0.00	42,474.00	42,474.00	1,020.00	0.00	0.00	0.00	0.00	43,494.00
0007	113	PROBATION OFFICER	41,295.00	1,445.00	42,740.00	0	0.00	0.00	42,740.00	42,740.00	360.00	0.00	0.00	0.00	0.00	43,100.00
0008	113	SHIFT SUPERVISOR	41,120.00	1,439.00	42,559.00	0	0.00	0.00	42,559.00	42,559.00	720.00	0.00	0.00	0.00	0.00	43,279.00
0009	113	SHIFT SUPERVISOR	41,120.00	1,439.00	42,559.00	0	0.00	0.00	42,559.00	42,559.00	360.00	0.00	0.00	0.00	0.00	42,919.00
G010	113	DETENTION OFFICER	39,000.00	1,404.00	40,404.00	0	0.00	0.00	40,404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	CLERK	38,870.00	1,360.00	40,230.00	0	0.00	0.00	40,230.00	40,230.00	1,500.00	0.00	0.00	0.00	0.00	41,730.00
G012	113	JSO/ DETENTION OFFICER	38,288.00	1,544.00	39,832.00	0	0.00	0.00	39,832.00	39,832.00	1,200.00	0.00	0.00	0.00	0.00	41,032.00
G013	113	JSO/ DETENTION OFFICER	35,579.00	1,369.00	36,948.00	0	0.00	0.00	36,948.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0015	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0016	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0017	113	JSO/ DETENTION OFFICER	34,120.00	2,194.00	36,314.00	0	0.00	0.00	36,314.00	35,314.00	0.00	0.00	0.00	0.00	0.00	35,314.00
0018	113	JSO/ DETENTION OFFICER	34,120.00	2,194.00	36,314.00	0	0.00	0.00	36,314.00	35,314.00	0.00	0.00	0.00	0.00	0.00	35,314.00
G019	113	JSO/ DETENTION OFFICER	33,000.00	2,194.00	35,194.00	0	0.00	0.00	35,194.00	35,194.00	360.00	0.00	0.00	0.00	0.00	35,554.00
G020	113	JSO/ DETENTION OFFICER	34,500.00	1,247.00	35,747.00	0	0.00	0.00	35,747.00	35,747.00	360.00	0.00	0.00	0.00	0.00	36,107.00
G021	113	JSO/ DETENTION OFFICER	31,500.00	1,142.00	32,642.00	0	0.00	0.00	32,642.00	32,642.00	0.00	0.00	0.00	0.00	0.00	32,642.00
G022	113	JSO/ DETENTION OFFICER	31,500.00	1,142.00	32,642.00	0	0.00	0.00	32,642.00	32,642.00	0.00	0.00	0.00	0.00	0.00	32,642.00
G023	113	JSO/ DETENTION OFFICER	31,500.00	1,142.00	32,642.00	0	0.00	0.00	32,642.00	32,642.00	0.00	0.00	0.00	0.00	0.00	32,642.00
0024	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0025	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0026	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0027	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-423-32-330-001-0

AI - 21041

JUVENILE DETENTION HM

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	
0028	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0029	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0030	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0031	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0032	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0033	113	JSO/ DETENTION OFFICER	32,620.00	1,141.00	33,761.00	0	0.00	1.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0034	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0035	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0036	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0037	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0038	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0039	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	(518.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0040	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0041	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0042	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0043	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	(518.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0044	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0045	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0046	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0047	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0048	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0049	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0050	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0051	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0052	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0053	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0054	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00

HIDALGO COUNTY
COMMISSIONER COURT
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JUVENILE DETENTION HM

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	
0055	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0056	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	(1,035.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0057	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	(518.00)	33,244.00	33,244.00	0.00	0.00	0.00	0.00	0.00	33,244.00
0058	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0059	113	JSO/ DETENTION OFFICER	33,120.00	1,159.00	34,279.00	0	0.00	0.00	34,279.00	34,279.00	0.00	0.00	0.00	0.00	0.00	34,279.00
0060	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
G061	113	JSO/ DETENTION OFFICER	33,000.00	2,194.00	35,194.00	0	0.00	0.00	35,194.00	34,194.00	0.00	0.00	0.00	0.00	0.00	34,194.00
G062	113	JSO/ DETENTION OFFICER	33,000.00	2,194.00	35,194.00	0	0.00	0.00	35,194.00	34,194.00	0.00	0.00	0.00	0.00	0.00	34,194.00
G063	113	JSO/ DETENTION OFFICER	33,000.00	1,194.00	34,194.00	0	0.00	(2,070.00)	32,124.00	32,124.00	0.00	0.00	0.00	0.00	0.00	32,124.00
G064	113	JSO/ DETENTION OFFICER	31,500.00	1,142.00	32,642.00	0	0.00	0.00	32,642.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0065	113	HEAD COOK	32,550.00	1,139.00	33,689.00	0	0.00	0.00	33,689.00	33,689.00	0.00	0.00	0.00	0.00	0.00	33,689.00
G066	113	JSO/ DETENTION OFFICER	31,500.00	1,142.00	32,642.00	0	0.00	0.00	32,642.00	32,642.00	0.00	0.00	0.00	0.00	0.00	32,642.00
G067	113	SHIFT SUPERVISOR	32,880.00	2,242.00	35,122.00	0	0.00	0.00	35,122.00	34,372.00	660.00	0.00	0.00	0.00	0.00	35,032.00
G068	113	JSO/ DETENTION OFFICER	32,138.00	2,194.00	34,332.00	0	0.00	0.00	34,332.00	33,332.00	0.00	0.00	0.00	0.00	0.00	33,332.00
0069	113	ASSISTANT COOK	25,350.00	887.00	26,237.00	0	0.00	0.00	26,237.00	26,237.00	0.00	0.00	0.00	0.00	0.00	26,237.00
G070	113	JSO/ DETENTION OFFICER	18,000.00	1,229.00	19,229.00	0	0.00	0.00	19,229.00	19,229.00	300.00	0.00	0.00	0.00	0.00	19,529.00
G071	113	JSO/ DETENTION OFFICER	14,880.00	1,142.00	16,022.00	0	0.00	0.00	16,022.00	16,022.00	0.00	0.00	0.00	0.00	0.00	16,022.00
0072	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0073	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	32,762.00	0.00	0.00	0.00	0.00	0.00	32,762.00
0074	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0075	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0076	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0077	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0078	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0079	113	JSO/ DETENTION OFFICER	32,620.00	1,142.00	33,762.00	0	0.00	0.00	33,762.00	33,762.00	0.00	0.00	0.00	0.00	0.00	33,762.00
0080	113	RECEPTIONIST	25,800.00	903.00	26,703.00	0	0.00	0.00	26,703.00	26,703.00	0.00	0.00	0.00	0.00	0.00	26,703.00
0081	113	MAINTENANCE II	21,520.00	3,716.00	25,236.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-423-32-330-001-0

AI - 21041

JUVENILE DETENTION HM

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	
0082	113	MAINTENANCE I	21,520.00	753.00	22,273.00	0	0.00	0.00	22,273.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0083	113	ASSISTANT COOK	25,350.00	887.00	26,237.00	0	0.00	0.00	26,237.00	26,237.00	0.00	0.00	0.00	0.00	0.00	26,237.00
0084	113	ASSISTANT COOK	25,350.00	887.00	26,237.00	0	0.00	0.00	26,237.00	26,237.00	0.00	0.00	0.00	0.00	0.00	26,237.00
		CREATE THE FOLLOWING: ↓														
0085	**113**	**JSO/ DETENTION OFFICER**	**0.00**	**32,120.00**	**32,120.00**	**0**	**0.00**	**0.00**	**32,120.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0086	**113**	**JSO/ DETENTION OFFICER**	**0.00**	**32,120.00**	**32,120.00**	**0**	**0.00**	**0.00**	**32,120.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0087	**113**	**JSO/ DETENTION OFFICER**	**0.00**	**32,120.00**	**32,120.00**	**0**	**0.00**	**0.00**	**32,120.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0088	**113**	**JSO/ DETENTION OFFICER**	**0.00**	**32,120.00**	**32,120.00**	**0**	**0.00**	**0.00**	**32,120.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			2,809,527.00	240,958.00	3,050,485.00		0.00	(12,938.00)	3,037,547.00	2,735,771.00	10,620.00	0.00	0.00	0.00	0.00	2,746,391.00

Approval to create four (4) regular full-time J.S.O. Detention Officer positions, slot no. 0085 - 0088, budgeted salary $32,120.00 for each.
Personnel action pending CC approval.

DATE: April 30, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Juvenile Detention

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(108,082.00)
TO			
0-1100-423-32-330-001-0- 113	JUVENILE DET. HM -	REG F/T EMPLOYEES	85,654.00
0-1100-423-32-330-001-0- 211	JUVENILE DET. HM -	HEALTH INSURANCE	7,219.00
0-1100-423-32-330-001-0- 212	JUVENILE DET. HM -	LIFE INSURANCE	72.00
0-1100-423-32-330-001-0- 220	JUVENILE DET. HM -	FICA	6,553.00
0-1100-423-32-330-001-0- 230	JUVENILE DET. HM -	RETIREMENT	8,155.00
0-1100-423-32-330-001-0- 250	JUVENILE DET. HM -	UNEMPLOYMENT COMP	429.00
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefit expenditures for four (4) J.S.O. Detention Officer positions, slot no's 0085-0088, under Juvenile Detention (330-001).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-20994 **22.A.**

Additional ROW - LJ Park Expansion

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys metes & bounds, title reports, appraisals and acquisition of additional right of way for the expansion of LJ Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1212-452-00-122-008-0-711

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

BUDGETARY IMPACT:

No budgetary impact at this time. Available balance as of 4/28/10 is $1,000.00.

Attachments

Link: LJ park

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:05 PM	APRV
2	Perla Lopez	Perla Lopez	04/29/2010 09:23 AM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Sandra Garcia			Started On: 04/28/2010 12:21 PM	
Final Approval Date: 04/30/2010				

Hidalgo CAD

Property Search Results > 700242 ZETINA LUIS MARTINEZ for Year 2010

Property

Account

Property ID:	700242	Legal Description:	SITIO OWASSA LOT 30
Geographic ID:	S3596-00-000-0030-00	Agent Code:	
Type:	Real		

Location

Address:		Mapsco:	
Neighborhood:	SITIO OWASSA	Map ID:	26H VOL 49 PG 46-48
Neighborhood CD:	S359600		

Owner

Name:	ZETINA LUIS MARTINEZ	Owner ID:	689239
Mailing Address:	1609 WASHINGTONIAN PALM AVE SAN JUAN, TX 78589	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$2,646		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$21,837	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$24,483		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$24,483		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$24,483		

Taxing Jurisdiction

Owner: ZETINA LUIS MARTINEZ
% Ownership: 100.0000000000%
Total Value: $24,483

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$24,483	$24,483	$0.00
DR1	DRAINAGE DISTRICT #1	0.072500	$24,483	$24,483	$17.75
FD4	EMS DIST #04	0.024000	$24,483	$24,483	$5.88
GHD	HIDALGO COUNTY	0.590000	$24,483	$24,483	$144.45
HCTIR	COUNTY - TRANSPORTATION REINVESTMENT ZONE	0.000000	$24,483	$24,483	$0.00
JCC	SOUTH TEXAS COLLEGE	0.149100	$24,483	$24,483	$36.50
R14	ROAD DIST 14	0.000000	$24,483	$24,483	$0.00
SDN	DONNA ISD	1.177900	$24,483	$24,483	$288.39
SST	SOUTH TEXAS SCHOOL	0.049200	$24,483	$24,483	$12.05
	Total Tax Rate:	2.062700			
				Taxes w/Current Exemptions:	$505.01
				Taxes w/o Exemptions:	$505.01

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A2 **Living Area:** 416.0 sqft **Value:** $2,646

Monday, April 26 2010

Taxes Due Detail by Year

Begin a New Search Go to Your Portfolio

Return to the Previous Page Taxes Due by Jurisdiction

Account No.: S359600000003000

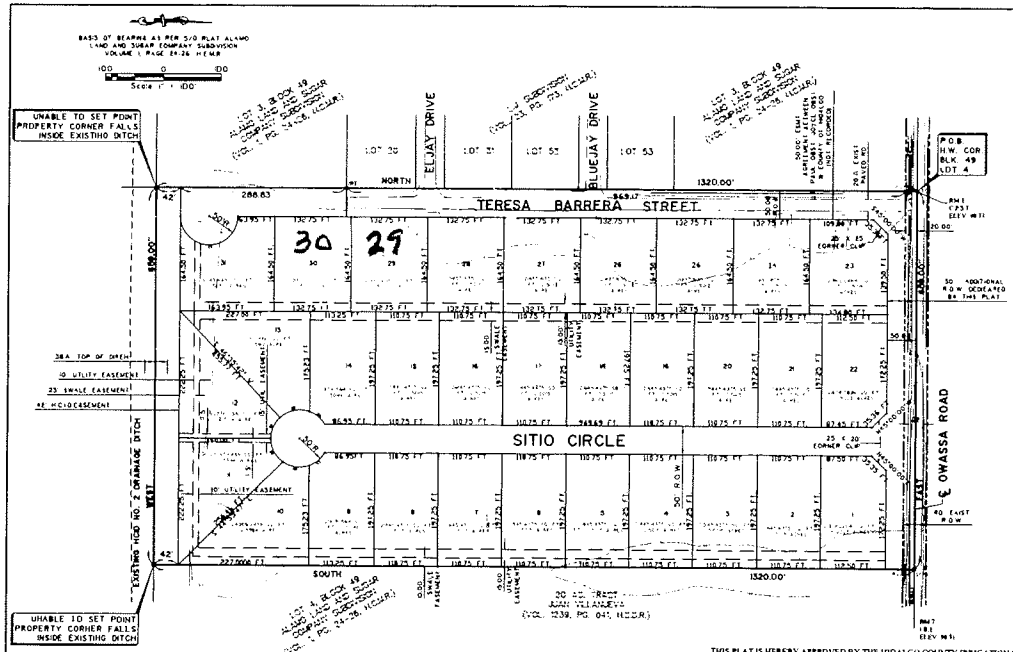
* Additional Collection Costs

		as of April 30, 2010		as of May 31, 2010		as of June 30, 2010	
Year	*Base Tax Due*	*Penalty, Interest, and ACC* Due*	*Total Due*	*Penalty, Interest, and ACC* Due*	*Total Due*	*Penalty, Interest, and ACC* Due*	*Total Due*
2009	$324.66	$35.71	$360.37	$42.20	$366.86	$48.70	$373.36
2008	$300.14	$157.28	$457.42	$160.88	$461.02	$164.48	$464.62
2007	$164.88	$110.14	$275.02	$112.12	$277.00	$114.10	$278.98
2006	$202.74	$164.63	$367.37	$167.05	$369.79	$169.49	$372.23
Total Amount Due:	**$992.42**	**$467.76**	**$1,460.18**	**$482.25**	**$1,474.67**	**$496.77**	**$1,489.19**

The Tax Office makes no representations as to the accuracy or reliability of any information accessed from its computer data base. The Tax Office, its officers, agents, employees and representatives shall not be liable for the information posted on the Tax Office Website in connection with any actions losses, damages, claims or liability in any way related to use of, distribution of or reliance upon such information.

HIDALGO COUNTY TAX OFFICE
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157
You may also e-mail the office.

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GENERAL PLAT NOTES AND RESTRICTIONS

1 FLOOD ZONE STATEMENT FLOOD ZONE DESIGNATION: ZONE "C" AREAS DETERMINED TO HAVE MINIMAL FLOODING COMMUNITY NO. 480334-0415 C EFFECTIVE DATE: NOVEMBER 16, 1982

COMMUNITY NO. 480334 0425 C EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES THE AREA TO HAVE MINIMAL FLOODING

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4117)

2 SETBACKS
FRONT 35.00 FEET SITIO CIRCLE
25.00 FEET COUNTY ROAD
REAR: MINIMUM OF 15.00 FEET OR EASEMENT WHICH EVER IS GREATER
SIDE: MINIMUM OF 6.00 FEET FROM SIDE PROPERTY LINES
CORNER SIDE: MINIMUM OF 15.00 FEET FROM SIDE PROPERTY LINES

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4 MINIMUM FINISH FLOOR NOTE
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF SITIO CIRCLE FOR LOTS 1 THROUGH 22, AND 18" ABOVE CENTERLINE OF THE COUNTY ROAD FOR LOTS 23 THROUGH 31, OR 12" ABOVE NATURAL GROUND WHICHEVER IS GREATER

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION

5 BENCHMARK NOTE
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS

B.M. NO 1 - C.P.S.F. ELEV.= 90.63 - NAVD88 DATUM
B.M. NO 2 - I.R.F. ELEV.= 90.21 660' EAST OF NORTHEAST PROPERTY CORNER ON CENTERLINE OF OWASSA ROAD) - NAVD88 DATUM

6 DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2.8010 CUBIC-FEET (0.642 ACRE-FEET) OF STORM WATER RUNOFF

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

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 11,180 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER WILL VERIFY THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

10. PAUL OBST, THE OWNER & SUBDIVIDER OF SITIO OWASSA, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT

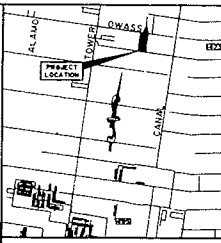
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND (OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT

FINAL APPROVAL Hidalgo County Health Dept. 11/21/05

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

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES

14. AN OFF-STREET PARKING LOT SHEEPLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION



LOCATION MAP SCALE: 1"=4000'

PREPARED BY
PCE
[illegible] Dallas Drive, McAllen, Texas 78501
(956) 631-4082 Fax (956) 686-1946

DATE PREPARED: 7-26-05
DATE SURVEYED: 12-15-04

SUBDIVISION PLAT

SITIO OWASSA SUBDIVISION
BEING A 19.97 ACRE TRACT OF LAND BEING OF LOT 4 OUT OF BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION HIDALGO COUNTY, TEXAS VOLUME 1, PAGES 24-26 H.C.M.R.

PLAT SHEET 1 OF 5

SITIO OWASSA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 IN CENTRAL HIDALGO COUNTY AT 0.25 MILES EAST OF TOWER ROAD ON THE SOUTH SIDE OF OWASSA ROAD. NEARBY MUNICIPALITY IS THE CITY OF ALAMO (POPULATION 14,760). SITIO OWASSA SUBDIVISION LIES APPROXIMATELY 1.15 MILES NORTH FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ). AS PER LOCAL GOVERNMENT CODE 42.011

- ● CONTROL POINT SET (C.P.S.)
- PUBLIC UTILITY & DRAINAGE EASEMENT
- 38 EXISTING 1 FT. CONTOURS

CURVE DATA FOR LOTS 8-14 & LOT 31

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT
C1	48°01'23"	50.00	53.81	34.39	18.26
C2	54°32'03"	50.00	47.59	45.81	25.77
C3	55°09'34"	50.00	48.28	46.44	26.22
C4	46°46'19"	50.00	40.82	39.69	21.62
C5	63°36'18"	50.00	55.51	52.73	30.73
C6	48°01'23"	50.00	35.01	34.36	18.26
C7	180°00'00"	50.00	157.08	100.00	0.00

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

I, PAUL OBST, AS OWNER(S) OF THE 19.91 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SITIO OWASSA SUBDIVISION, HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 212.023 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

PAUL OBST — DATE 9-26-05

ADDRESS
1530 N. 907 ALAMO, TEXAS 78516

STATE OF TEXAS COUNTY OF HIDALGO BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Paul Obst KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26 DAY OF September 2005

Monique Fuentes — NOTARY PUBLIC, State of Texas, My Commission Expires July 09 2006

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.02(b)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SITIO OWASSA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

11/1/05
HIDALGO COUNTY JUDGE — DATE

ATTEST Eddy Trevino Jr. 11/1/05
HIDALGO COUNTY CLERK — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ON _____ AND WAS RECORDED IN BLOCK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO 2 ON THIS, THE 6th DAY OF October 2005

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO 2 RIGHTS OF WAYS

HIDALGO COUNTY IRRIGATION DISTRICT NO 2
PRESIDENT
DATE: 10/6/05

ATTEST Bud Fortenberry
SECRETARY
DATE 10/6/05

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 SAN JUAN TEXAS

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

BY _____
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

STATE OF TEXAS
COUNTY OF HIDALGO

I, 2 DAVID PEREZ, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

J. DAVID PEREZ, P.E.
LICENSED PROFESSIONAL ENGINEER No. 89429
PEREZ CONSULTING ENGINEERS
808 DALLAS AVE. MCALLEN, TEXAS 78501

DATE 9-21-05

DAVID PEREZ — 89429 — LICENSED PROFESSIONAL ENGINEER — STATE OF TEXAS — 9-21-05

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF SITIO OWASSA SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 11, 2005

CARLOS VASQUEZ, R.P.L.S.
LICENSED PROFESSIONAL LAND SURVEYOR
CVQ LAND SURVEYORS
511 BEAUMONT AVE., MCALLEN, TX 78501

DATE 9/21/05

FILED FOR RECORD IN:
HIDALGO COUNTY
BY [redacted] Eddy Trevino
COUNTY CLERK
ON: 11/2/05 AT 3:53 AM/PM
AS A RECORDING NUMBER 1537765
BY [redacted] Deputy

Recorded in Volume 49 Page 46 of the map records of Hidalgo County, Texas
[redacted] Eddy Trevino
County Clerk

PRINCIPAL CONTACTS

OWNER
PAUL OBST
1520 N. 907
ALAMO, TEXAS 78516
PH: 956-780-0263

ENGINEER
J. DAVID PEREZ, P.E.
808 DALLAS AVE
MCALLEN, TEXAS 78501
PH: 956-631-4082

SURVEYOR
CARLOS VASQUEZ, R.P.L.S.
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
PH: 956-618-1211

NO.	SHEET	REVISION	DATE	APPROVED

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.91 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 4, BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, MAP REFERENCE VOLUME 1, PAGES 24-26, H.C.M.R., AND SAID 19.91 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS 2 OLLOWS,

BEGINNING ON A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF SAID LOT 4 AND THE CENTERLINE OF OWASSA ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT,

THENCE, EAST, ALONG THE NORTH LINE OF SAID LOT 4 AND THE CENTERLINE OF SAID OWASSA ROAD, A DISTANCE OF 659.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF A 20.00 ACRE TRACT DEEDED TO JUAN VILLANUEVA RECORDED IN VOLUME 1239, PAGE 841, H.C.D.R., FOR THE NORTHEAST CORNER OF THIS TRACT,

THENCE, SOUTH, ALONG THE WEST LINE OF SAID 20.0 ACRE TRACT AT A DISTANCE OF 20.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OWASSA ROAD, AT A DISTANCE OF 1278.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE NORTH RIGHT-OF-WAY LINE OF A 84 FOOT DRAINAGE EASEMENT CLAIM BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, RECORDED IN VOLUME 19, PAGE 201, H.C.D.R., AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTH LINE OF SAID LOT 4, FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 659.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE, NORTH, ALONG THE WEST LINE OF SAID LOT 4, AT A DISTANCE OF 42 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID DRAINAGE EASEMENT, AT A DISTANCE OF 330.82 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 31 SUBDIVISION RECORDED IN VOLUME 21, PAGE 132, H.C.M.R., AND THE SOUTHWEST CORNER OF A 50.00 FOOT EASEMENT AGREEMENT BETWEEN PAUL OBST, JOYLE OBST AND COUNTY OF HIDALGO (NOT RECORDED), AT A DISTANCE OF 1300.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OWASSA ROAD, CONTINUING A TOTAL A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 19.91 ACRES OF LAND OF WHICH 0.50 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF SAID OWASSA ROAD, AND 0.15 OF ONE ACRE LIES IN SAID DRAINAGE EASEMENT, LEAVING A NET OF 19.92 ACRES OF LAND, MORE OR LESS.

BEARING BASIS AS PER ALAMO LAND AND SUGAR COMPANY SUBDIVISION, RECORDED IN VOLUME 1, PAGE 24-26, H.C.D.R.

INDEX TO SHEET OF SITIO OWASSA SUBDIVISION

SHEET 1	HEADING, INDEX, LOCATION MAP AND TITLE, PRINCIPAL CONTACTS, PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED, H.C.I.D. NO. 1 CERTIFICATION, IRRIGATION DISTRICT CERTIFICATE OF APPROVAL, REVISION NOTES
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), SAMPLE OF LOG BOOK FOR OSSF SYSTEM, PLAT NOTES AND RESTRICTIONS IN SPANISH, TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, CURB AND GUTTER SECTION, VALLEY GUTTER SECTION

AI-21008 **22.B.**

Approval of Payment - 10th Street Extension

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel # 8 10th Street Extension Project: SH 107 to FM 1925 (Monte Cristo Road) - Gloria Guerra.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-124-030-0-711

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

BUDGETARY IMPACT:

Available balance as of 4/29/10 is $10,717.84. Payment in the amount of $4,560.00 is in process payable on 5/4/10.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-126-30-000-000-0-000

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

BUDGETARY IMPACT:

Available balance as of 4/29/10 is $42,245.98. Payment in the amount of $1,440.00 is in process payable on 5/4/10.

Attachments

Link: 10th Street Extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:09 PM	APRV
2	Perla Lopez	Perla Lopez	04/29/2010 02:19 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sandra Garcia Started On: 04/28/2010 03:23 PM

Final Approval Date: 04/30/2010

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

PAY-MEMO

To: **Oscar L. Garza, Jr.**
Commissioner Hidalgo County Pct. # 4
Attn: Victor

From: **Mr. Jaime Salinas**
Right of Way Agent

Date: **April 20, 2010**

Re: **10th Street Extension Project: SH 107 to FM 1925 (Monte Cristo)**
Parcel # 8 – Gloria Guerra

Commissioner Garza,

Attached, please find a copy of the unrecorded deed, appraisal report and a signed 1099-S form by Gloria Guerra, on the above-mentioned project. A check in the amount of $ 6000.00 needs to be paid to Gloria Guerra from account # 0-7-1336-431-00-124-030-0-711 set up for this project. The Original deed will be held by the Right of Way Department and recorded as soon as payment to the landowner is processed.

Commissioners Court approved this project for acquisition on April 6, 2004.

Should you have any questions, please feel free to contact me at (956) 283-8134.

Thanks,

Approved_____
Comm. Oscar L. Garza, Jr.

Jose N. Pena, ROW Director

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

10th Street Extension
Parcels: # 8
RIGHT-OF-WAY DEED

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

That I, Gloria Guerra, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of **Six Thousand and No/100ths Dollars ($6,000.00)** and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibits "A", which is attached hereto and incorporated herein for any and all purposes.

Grantor reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantor do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 19th day of April, 2010.

Gloria Guerra
Gloria Guerra

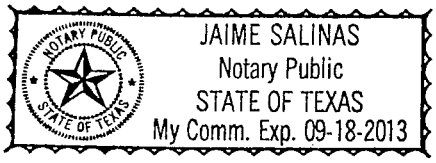
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Gloria Guerra, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of April 2010.

Notary Public, State of Texas



INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

as Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide HIDALGO COUNTY, with your correct taxpayer identification number. If you do not provide HIDALGO COUNTY, with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

(COPY OF SS CARD REQUIRED BY AUDITORS OFFICE)

Social Security His # 449-21-5486

SELLER NAME

Gloria Guerra,
RR 4 Box 784 G
Edinburg, Texas 78541-9148

PERMANENT MAILING ADDRESS

RR 4 Box 784 G
Edinburg, Texas 78541-9148

TRANSACTION INFORMATION

Closing Date: April 19th 2010

Description of Property:

Contract Sales Price: $6,000.00
If multiple sellers -
Request is hereby made that you allocate the sales price among the sellers

Has the seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? (Yes or No)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

Gloria Guerra

Gloria Guerra,

SUBSTITUTE FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

FORM NO. II104.1

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

MEMO

To: **Commissioners' Court**

From: **Jaime Salinas.**
Right of Way Agent

Date: **April 6, 2010**

Subject: **10th Street Extension Road Project**
Parcel # 8 Gloria Guerra

==========

Appraised Value	**$4,300.00**
Settlement Demand	**$6,000.00****
Difference	**($1,700.00) ***

***See attached letter**

Commissioners' Court Executive Session April 6, 2010.

4/6/10 **Approved**

_____ **Not Approved**

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

To:

March 26, 2010

Jaime Salinas
2401 N Moorefield Rd
Mission, TX 78572

Fr:

Gloria Guerra
4424 W Rogers Rd
Edinburg, TX 78541

Updated recently from previous
by US Postal Service:
RR 4 Box 784G
Edinburg, TX 78541

Re:

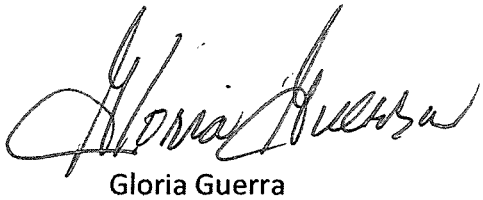
10th Street Expansion Project

Dear Mister Salinas,

March 26, 2010

For my property on the SE corner of Rogers and 10th St, I counteroffer an amount of $6,000. I do hope that this amount is acceptable since most of the sum will be handed over to Hidalgo County for payment of back taxes for the past few years. As a disabled citizen on a small fixed income, it has been quite the heavy task to attempt payment of those taxes. I do acknowledge your $4,300 offer but alas cannot accept due to taxes owed and the over $12,000 value that our particular 0.10 acre piece of corner property maintains with trees & such, as per the assurance of an independent appraiser. Most residents will have a part of their front driveway taken away and used for the right-of-way expansion. However, with our property running parallel to 10th St., it will eat up a longer, visible chunk of the acre. Please accept my humble compromise. As aside info: my water meter is in the corner by the stop sign. I do hope that it will be replaced, moved, or taken care of in some way. Thank you so much for your time and effort on all our residents' behalves. The improvement of our city is long overdue and quite welcomed.

Sincerely,



Gloria Guerra

AI-21036 **23.A.**

Funding Agreement for Border Colonia Access Program Amendment No. 4
CC REGULAR

Date:	05/04/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Sub-category:** CAP

Information

CAPTION

Presentation for discussion, consideration and action for approval of Funding Agreement For Border Colonia Access Program Amendment #4, to construct access roads in the County's colonias under terms of the second call of the Border Colonia Access Program. This agreement shall remain in effect until the completion of Border Colonia Access Program second call.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budget Impact

Attachments

Link: Funding Agreement For Border Colonia Access Program Amendment No. 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 09:02 AM	APRV
2	Erika Zamora	Erika Zamora	04/30/2010 04:45 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Marcie Jackson Started On: 04/29/2010 03:58 PM

Final Approval Date: 04/30/2010

County: Hidalgo
Contract 5BCF5001

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT #4

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

W I T N E S S E T H

WHEREAS, the State and the County executed an agreement on May 10, 2005 – amended on April 13, 2007, on March 13, 2008, and on September 8, 2009 – to construct access roads in the County's colonias under terms of the second call of the Border Colonia Access Program; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items:

Article 9 is voided in its entirety and replaced with the following:
Termination of this Agreement. This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless the:

a. Agreement is terminated in writing with the mutual consent of the parties;
b. Agreement is terminated because the County has breached the contracts; or
c. Project is not let within six (6) years of the original execution of this agreement, or the Project is not completed within seven (7) years of the original execution of this agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

_____
Hidalgo County

By:_____
Honorable Rene A. Ramirez

_____
Printed Name

_____
County Judge

_____
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____
Mario Jorge, P.E.

District Engineer, Pharr District
Title

_____
Date

AI-20935 **24.A.**

Zamorano Street- Road Dedication

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Precinct #1

Information

CAPTION

Authorization and/or approval for title reports for the Zamorano Street County Road Dedication.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-005-0-339

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

BUDGETARY IMPACT:

Available balance as of 4-23-10 $19,646.35

Attachments

Link: Zamorano Street

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/23/2010 03:56 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/23/2010 05:02 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Sandra Garcia			Started On: 04/23/2010 09:08 AM	
Final Approval Date: 04/30/2010				


© 2010 Europa Technologies
Image City of McAllen
© 2010 INEGI
© 2010 Google
Mile 9 1/2 North Rd
Google
26°11'43.98" N 98°01'44.90" W
Oct 15, 2007
Eye alt 1719 ft

AI-21050 **24.B.**

Backpay for employee no. 115444

CC REGULAR

Date:	05/04/2010
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Comm. Cuellar
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

Discussion, consideration and approval of backpay for employee no. 115444 for meeting the requirements of the Law Enforcement Grade and Step Pay Plan on September 13, 2009.

BACKGROUND

Fiscal Impact

Attachments

Link: backup

Link: Worksheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	04/30/2010 04:12 PM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 04:48 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/30/2010 05:10 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW
Form Started By: Damaris San Miguel			Started On: 04/30/2010 03:26 PM	
Final Approval Date: 04/30/2010				

HIDALGO COUNTY SHERIFF'S OFFICE: [Effective May 26, 2008]

LAW ENFORCEMENT

POSITION	Probationary	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Years of Service		1	2	3	4	5	6	8	12	16	20
Trainee	$ 34,000										
Deputy	$ 36,480	$ 38,000	$ 39,330								
Senior Deputy		$ 41,800	$ 43,263	$ 44,777	$ 46,344	$ 47,966	$ 49,645	$ 52,128	$ 57,340	$ 63,074	$ 69,382
Sergeant		$ 45,980	$ 47,589	$ 49,255	$ 50,979	$ 52,763	$ 54,610	$ 57,340	$ 63,074	$ 69,382	$ 76,320
Lieutenant		$ 50,578	$ 52,348	$ 54,180	$ 56,077	$ 58,039	$ 60,071	$ 63,074	$ 69,382	$ 76,320	$ 83,952

Supplemental Pay Program:

Education Program:	Annual	Monthly	Bi-weekly
Associates Degree	$ 1,200.00	$ 100.00	$ 46.15
Bachelor's Degree	$ 1,500.00	$ 125.00	$ 57.69
Master's Degree	$ 1,800.00	$ 150.00	$ 69.23
PHD	$ 2,100.00	$ 175.00	$ 80.77

Certification Program:		
Intermediate		
	Annual	$ 600.00
	Monthly	$50.00
	Bi-Weekly	$23.07
Advance		
	Annual	$1,200.00
	Monthly	$100.00
	Bi-Weekly	$46.15
Masters		
	Annual	$1,800.00
	Monthly	$150.00
	Bi-Weekly	$69.23

Assignment Pay Program **		
Level 1		$ 1,800
	Annual	$ 1,800
	Monthly	$ 150
	Bi-Weekly	$69.23
Level 2		
	Annual	$2,100.00
	Monthly	$175.00
	Bi-Weekly	$80.76

** Available only to Senior Deputies

Law Enforcement Salary BackPay
for
Pct. 1 Employee No. 115444
Calendar Years 2009-2010

2009 Salary Pay Amount

Object Code	Pay Type	Rate	Total
113	Regular F/T Employee (Prorated salary eff: 09/13/09 - 12/31/09)	$11,647.51	$11,647.51
211	Health Insurance	$4,164.00	-
212	Life Insurance	$27.00	-
220	FICA	7.65%	$891.03
230	Retirement	9.02%	$1,050.61
250	Unemployment Comp	0.50%	$58.24
260	Workers Comp (7720- Law Enforcement)	0.00%	$0.00
		Total	**$13,647.39**

2010 Salary Pay Amount

Object Code	Pay Type	Rate	Total
113	Regular F/T Employee (Prorated salary from 01/01/10 - 05/04/10)	$12,812.26	$12,812.26
211	Health Insurance	$2,707.00	$0.00
212	Life Insurance	$27.00	$0.00
220	FICA	7.65%	$980.14
230	Retirement	9.52%	$1,219.73
250	Unemployment Comp	0.50%	$64.06
260	Workers Comp (7720- Law Enforcement)	0.00%	$0.00
		Total	**$15,076.19**

SUMMARY OF TOTAL PAYOUT
Calendar Years 2009 & 2010

object Code	Pay Type	*Year* 2009	2010	Total Payout
115	Longevity Pay	$11,647.51	$12,812.26	$24,459.77
211	Health Insurance	$0.00	$0.00	$0.00
212	Life Insurance	$0.00	$0.00	$0.00
220	FICA	$891.03	$980.14	$1,871.17
230	Retirement	$1,050.61	$1,219.73	$2,270.33
250	Unemployment Comp	$58.24	$64.06	$122.30
260	Workers Comp (7720- Law Enforcement)	$0.00	$0.00	$0.00
	TOTAL PAYOUT	**$13,647.39**	**$15,076.19**	**$28,723.57**

AI-21045 **25.A.**

Proclamation

CC REGULAR

Date:	05/04/2010
Submitted By:	SANDRA DELEON, COUNTY JUDGE
Submitted For:	Roxanne De La Garza
Department:	COUNTY JUDGE
Agenda Category:	Precinct #2

Information

CAPTION

Approval of proclamation recognizing the RGV Vipers as the NBA D-League Champions

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 02:40 PM	APRV
2	Roland Garcia	Rolando Garcia	04/30/2010 02:50 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: SANDRA DELEON — Started On: 04/30/2010 02:30 PM

Final Approval Date: 04/30/2010

AI-21047 **25.B.**

Approval of Interlocal Cooperation Agreement between City of San Juan and County of Hidalgo for Drainage Project

CC REGULAR

Date:	05/04/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Discussion, consideration and approval of Interlocal Cooperation Agreement between City of San Juan and County of Hidalgo for drainage improvements to an area 1/4 mile South of Sioux Road along Cesar Chavez Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-XXX

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

BUDGETARY IMPACT:

*Pending Line Item transfer to fund portion of ICA

Attachments

Link: ICA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 03:26 PM	APRV
2	Roland Garcia	Rolando Garcia	04/30/2010 04:26 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 04/30/2010 02:47 PM

Final Approval Date: 04/30/2010

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN
AND
THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County and San Juan desire to make drainage improvements to an area encompassed by ¼ mile South of Sioux Road along Cesar Chavez Road.

WHEREAS, County and San Juan, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial rights.

WHEREAS, the drainage improvements to the area shall include, but not be limited to, Installation of 18" and 36" storm sewer pipe with inlets and manholes, and engineering (collectively the "Project");

WHEREAS, the County and San Juan are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

2. County will retain a competent engineering firm and/or in-house engineer to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvement, as necessary.

3. County shall be responsible for performing the work necessary to complete the Project within the County and the City, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Hundred Fifteen Thousand Six Hundred Eighty Dollars and Eighty Eight Cents ($115,680.88).

4. San Juan shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be no more than Fifty Six Thousand Five Hundred Forty Three Dollars and Eleven Cents ($56,543.11) within thirty (30) days from receipt of invoice from the County.

5. San Juan agrees it is in its best interest to provide such assistance to County as described herein, as such Project will serve to alleviate flooding and water overflow that occurs within the area.

6. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project or the Right of Way described in numbered paragraph 2 hereof.

7. County shall be responsible for the engineering, specifications, plans and maps necessary to complete the Project and the road to be located on the Right of Way to County road standards.

8. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

9. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

10. **No Waiver**. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, 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 hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to San Juan:	City of San Juan Attention: Mayor Pedro Contreras 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County Attention: Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct Number 2 Hector “Tito” Palacios 301 East State Pharr, Texas 78577

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

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

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

17. **Assignment**. This Agreement shall not be assignable.

18. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

20. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

CITY OF SAN JUAN, TEXAS

_____
Pedro Contreras, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

AI-21043 **26.A.**

Approval of re-appointment of board member to the Housing Authority Board

CC REGULAR

Date:	05/04/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Comm Flores
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Approval of re-appointment of board member to the Housing Authority Board

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 02:33 PM	APRV
2	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Monica Badillo — Started On: 04/30/2010 01:39 PM

Final Approval Date: 04/30/2010

AI-20742 **26.B.**

Additional Right of Way - 4 Mile Line (Tom Gill to Jara Chinas Road)
CC REGULAR

Date:	05/04/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Precinct #3

Information

CAPTION

Authorization title reports, appraisals, surveys metes & bounds and additional Right of Way on 4 Mile Line (Tom Gill to Jara Chinas Road).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-123-080-0-711

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

BUDGETARY IMPACT:

No budgetary impact at this time. Available balance as of 4/29/10 is $76,818.00.

Attachments

Link: 4 mile line

Link: 4 mile line

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/23/2010 03:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/23/2010 04:00 PM	APRV
3	Perla Lopez	Perla Lopez	04/29/2010 10:24 AM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sandra Garcia — Started On: 04/12/2010 11:13 AM

Final Approval Date: 04/30/2010

LAND SURVEYOR

LLC

Parcel 1
METES AND BOUNDS DESCRIPTION
1.301 ACRE OF LAND
HOMEVILLE SUBDIVISION "C"
HIDALGO COUNTY, TEXAS

A tract of land containing 1.301 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 20, HOMEVILLE SUBDIVISION "C"**, map reference Volume 6, Page 60, H.C.M.R., and said 1.301 acre of land also being a part or portion of a tract deeded to Angel Cabrera, recorded in Document No. 469673, H.C.D.R., and said 1.301 acre of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southeast corner of said Lot 20, for the southeast corner of this tract;

THENCE N 81° 03' 31" W, along the South line of said Lot 20, a distance of 566.87 feet to an iron rod found on the southwest corner of said Lot 20, for the southwest corner of this tract;

THENCE N 08° 56' 29" E, along the West line of said Lot 20, a distance of 100.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 03' 31" E, a distance of 566.87 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 20, for the northeast corner of this tract;

THENCE S 08° 56' 29" W, along the East line of said Lot 20, a distance of 100.00 feet to the **POINT OF BEGINNING**, containing 1.301 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "C", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 60, H.C.D.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON January 25, 2010.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveying

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"A"
1 of 2

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

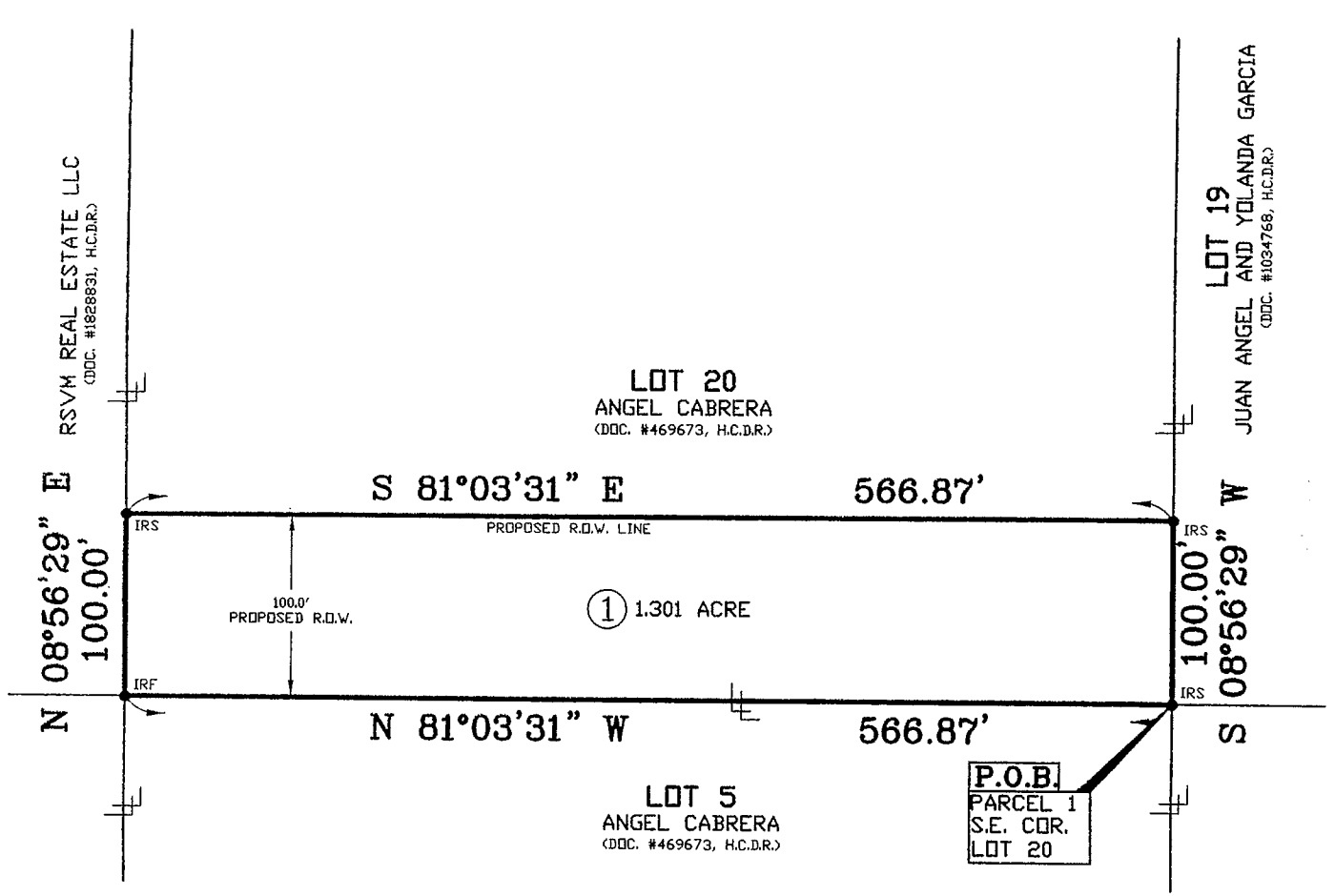


EXHIBIT "A" 2 of 2

tabbies

HOMEVILLE SUBDIVISION "C"
VOL. 6, PG. 60, H.C.M.R.

LEGEND:

CHAIN LINK FENCE	— X —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 1
OWNER: ANGEL CABRERA
DOC. #469673, H.C.D.R.
AREA TAKING: 1.301 ACRE

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
410 E. DOVE AVENUE McALLEN, TEXAS
PHONE (956) 686-1888
3016 NORTH JACK ROAD McALLEN, TEXAS 78501
Ph. (956) 618-1551 Fax (956) 618 1547

MILE 4 ROAD
PROPOSED R.O.W.
LOT 20

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYOR

LLC

Parcel 2
METES AND BOUNDS DESCRIPTION
1.300 ACRE OF LAND
HOMEVILLE SUBDIVISION "C"
HIDALGO COUNTY, TEXAS

A tract of land containing 1.300 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 19, HOMEVILLE SUBDIVISION "C"**, map reference Volume 6, Page 60, H.C.M.R., and said 1.300 acre of land also being a part or portion of a tract deeded to Juan Angel and Yolanda Garcia, recorded in Document No. 1034768, H.C.D.R., and said 1.300 acre of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southwest corner of said Lot 19, for the southwest corner of this tract;

THENCE N 08° 56' 29" E, along the West line of said Lot 19, a distance of 100.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 03' 31" E, a distance of 566.45 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 19, for the northeast corner of this tract;

THENCE S 08° 56' 29" W, along the East line of said Lot 19, a distance of 100.00 feet to an iron rod found on the southeast corner of said Lot 19, for the southeast corner of this tract;

THENCE S 08° 56' 29" W, along the South line of said Lot 19, a distance of 566.45 feet to the **POINT OF BEGINNING**, containing 1.300 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "C", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 60, H.C.D.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON January 25, 2010.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"A"
1 of 2
tabbies

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

SCALE: 1" = 100.00'

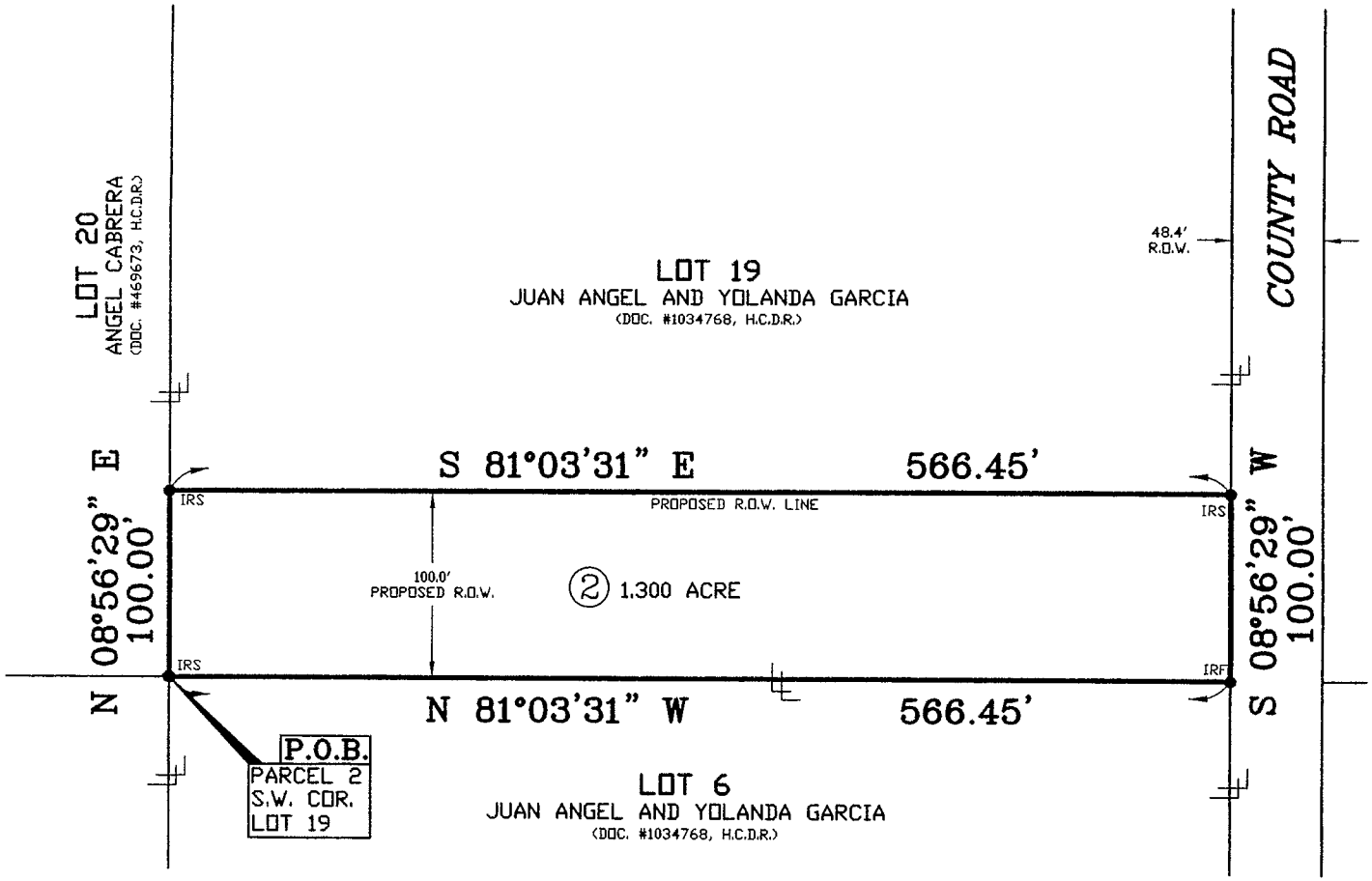


EXHIBIT "A" 2 of 2

HOMEVILLE SUBDIVISION "C"
VOL. 6, PG. 60, H.C.M.R.

LEGEND:

CHAIN LINK FENCE	— X —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 2
OWNER: JUAN ANGEL
AND YOLANDA GARCIA
DOC. #1034768, H.C.D.R.

AREA TAKING: 1.300 ACRE

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4606
PROFESSIONAL
SURVEYOR

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS
PHONE (956) 686-1586
3014 NORTH WARE ROAD
McALLEN, TEXAS 78501
PH. (956) 618-1581 FAX (956) 618 1047

MILE 4 ROAD
PROPOSED R.O.W.
LOT 19

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 28, 2010

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYOR

LLC

Parcel 3
METES AND BOUNDS DESCRIPTION
1.301 ACRES OF LAND
HOMEVILLE SUBDIVISION "C"
HIDALGO COUNTY, TEXAS

A tract of land containing 1.301 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 18, HOMEVILLE SUBDIVISION "C",** map reference Volume 6, Page 60, H.C.M.R., and said 1.301 acre of land also being a part or portion of a tract deeded to Noelia Garza, Trustee, recorded in Volume 2318, Page 09, H.C.D.R., and said 1.301 acre of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southeast corner of said Lot 18, for the southeast corner of this tract;

THENCE N 81° 03' 31" W, along the South line of said Lot 18, a distance of 566.87 feet to an iron rod found on the southwest corner of said Lot 18, for the southwest corner of this tract;

THENCE N 08° 56' 29" E, along the West line of said Lot 18, a distance of 100.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 03' 31" E, a distance of 566.87 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 18, for the northeast corner of this tract;

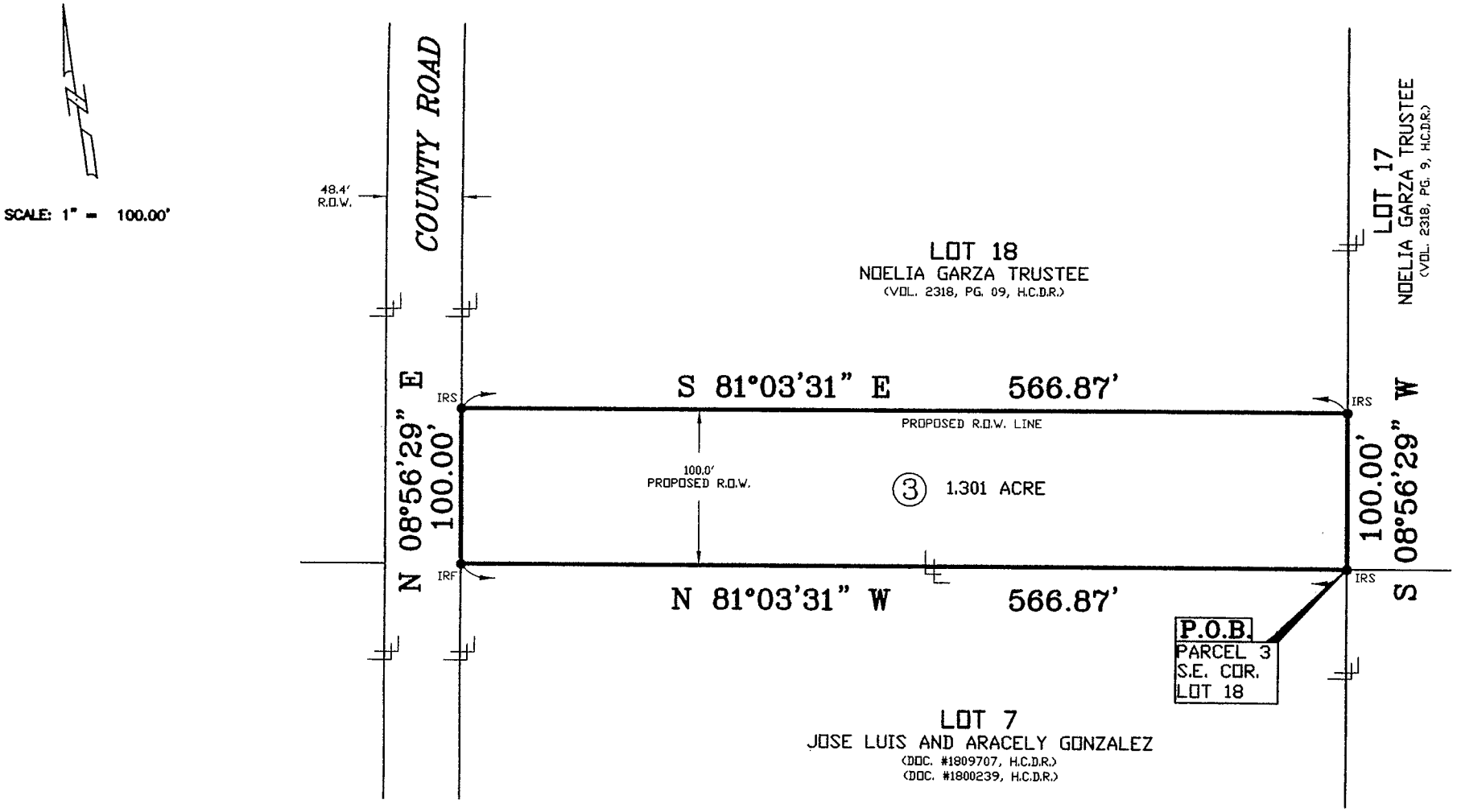
THENCE S 08° 56' 29" W, along the East line of said Lot 18, a distance of 100.00 feet to the **POINT OF BEGINNING**, containing 1.301 acresof land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "C", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 60, H.C.D.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON January 25, 2010.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



HOMEVILLE SUBDIVISION "C"
VOL. 6, PG. 60, H.C.M.R.

LEGEND:

CHAIN LINK FENCE	— X —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 3
OWNER: NOELIA GARZA, TRUSTEE
VOL. 2318, PG. 9, H.C.D.R.

AREA TAKING: 1.301 ACRES

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1886

MILE 4 ROAD
PROPOSED R.O.W.
LOT 18

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010.

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS

LLC

Parcel 3A
METES AND BOUNDS DESCRIPTION
1.301 ACRES OF LAND
HOMEVILLE SUBDIVISION "C"
HIDALGO COUNTY, TEXAS

A tract of land containing 1.301 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 17, HOMEVILLE SUBDIVISION "C"**, map reference Volume 6, Page 60, H.C.M.R., and said 1.301 acre of land also being a part or portion of a tract deeded to Noelia Garza, Trustee, recorded in Volume 2318, Page 09, H.C.D.R., and said 1.301 acre of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southeast corner of said Lot 17, for the southeast corner of this tract;

THENCE N 81° 03' 31" W, along the South line of said Lot 17, a distance of 566.87 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southwest corner of said Lot 17, for the southwest corner of this tract;

THENCE N 08° 56' 29" E, along the West line of said Lot 17, a distance of 100.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 03' 31" E, a distance of 566.87 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 17, for the northeast corner of this tract;

THENCE S 08° 56' 29" W, along the East line of said Lot 17, a distance of 100.00 feet to the **POINT OF BEGINNING**, containing 1.301 acresof land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "C", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 60, H.C.D.R.

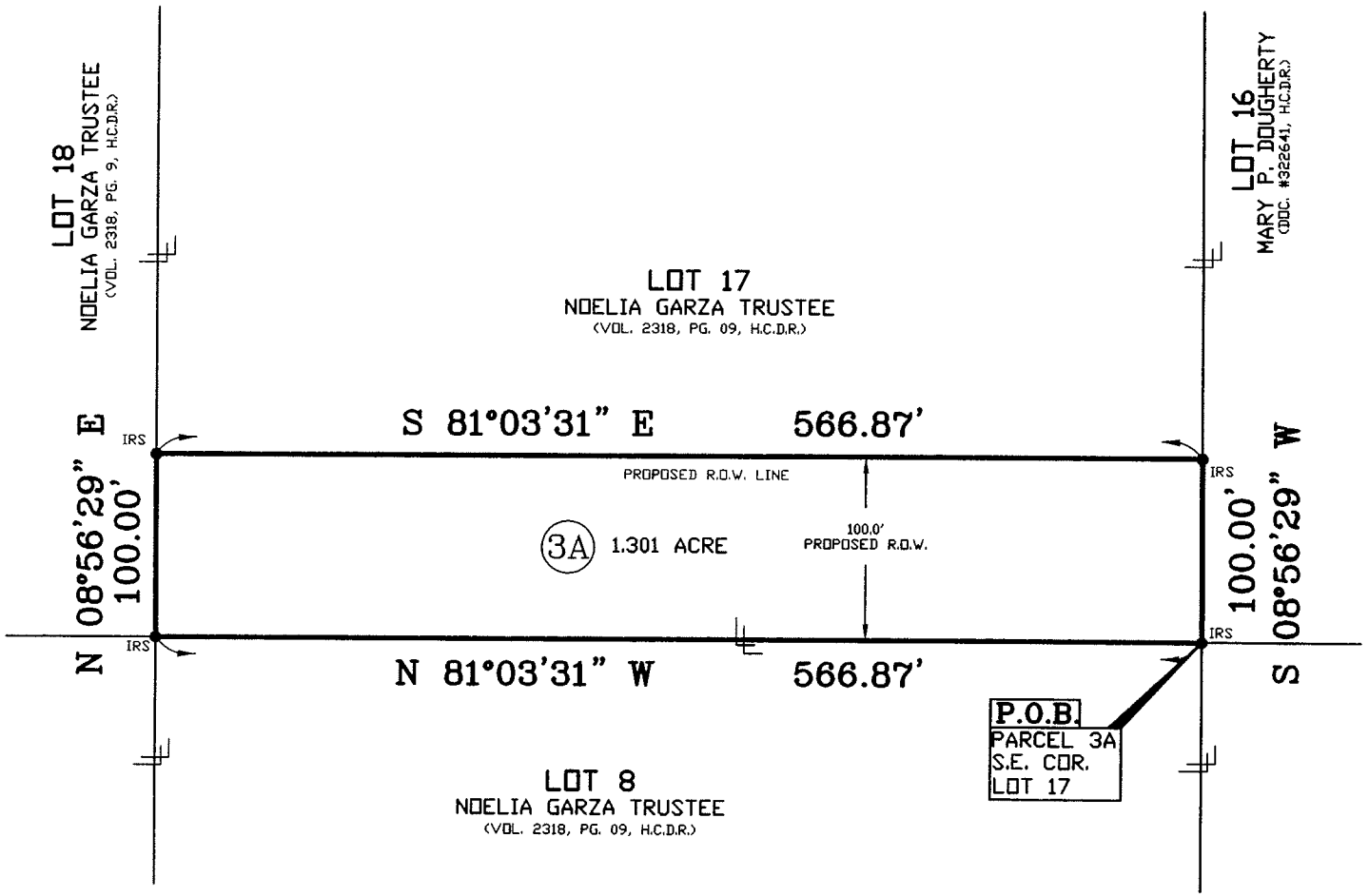
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON January 25, 2010.

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

SCALE: 1" = 100.00'



HOMEVILLE SUBDIVISION "C"
VOL. 6, PG. 60, H.C.M.R.

LEGEND:

CHAIN LINK FENCE	— x —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 3A
OWNER: NOELIA GARZA, TRUSTEE
VOL. 2318, PG. 9, H.C.D.R.

AREA TAKING: 1.301 ACRES

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL LAND SURVEYOR

JEH JAVIER HINOJOSA ENGINEERING, INC.
CONSULTING ENGINEERS
418 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 686-1588

3014 NORTH INWE ROAD
McALLEN, TEXAS 78503
Ph. (956) 618-1881 FAX (956) 618-1547

MILE 4 ROAD
PROPOSED R.O.W.
LOT 17

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS

LLC

Parcel 4
METES AND BOUNDS DESCRIPTION
3.904 ACRES OF LAND
HOMEVILLE SUBDIVISION "C"
HIDALGO COUNTY, TEXAS

A tract of land containing 3.904 acres situated in Hidalgo County, Texas and also being a part or portion of **LOTS 14, LOT 15 and LOT 16, HOMEVILLE SUBDIVISION "C"**, map reference Volume 6, Page 60, H.C.M.R., and said 3.904 acres of land also being a part or portion of a tract deeded to Mary P. Dougherty, recorded in Document No. 322641, H.C.D.R., and said 3.904 acres of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southwest corner of said Lot 16, for the southwest corner of this tract;

THENCE N 08° 56' 29" E, along the West line of said Lot 16, a distance of 100.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 03' 31" E, at a distance of 566.87 feet pass an iron rod with a plastic cap stamped "CVQ LS" set on the common line of said Lot 16 and Lot 15, continuing at a distance of 1133.76 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the common line of said Lot 15 and Lot 14, continuing at a distance of 1498.32 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for a point of curvature and an inside corner of this tract;

THENCE, along said curve to the left, with an interior angle of 03° 46' 20", a radius of 3075.00 feet, an arc length of 202.46 feet, a tangent of 101.26 feet and a chord that bears S 82° 56' 42" E a distance of 202.42 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 14, for the northeast corner of this tract;

THENCE S 08° 56' 29" W, along the East line of said Lot 14, a distance of 100.21 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for a point of curvature and the southeast corner of this tract;

THENCE, along said curve to the right, with an interior angle of 03° 39' 12", a radius of 3175.00 feet, an arc length of 202.45 feet, a tangent of 101.26 feet and a chord that bears N 82° 53' 07" W a distance of 202.41 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South line of said Lot 14, for a point of tangency and an outside corner of this tract;

THENCE N 81° 03' 31" W, along the South line of said Lot 14, at a distance of 364.56 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the common South corner of said Lot 14 and Lot 15, continuing along the South line of said Lot 15, at a distance of 957.45 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South common corner of said Lot 15 and Lot 16, continuing along the South Line of said Lot 16, a total distance of 1498.32 feet to the **POINT OF BEGINNING**, containing 3.904 acres of land, more or less.

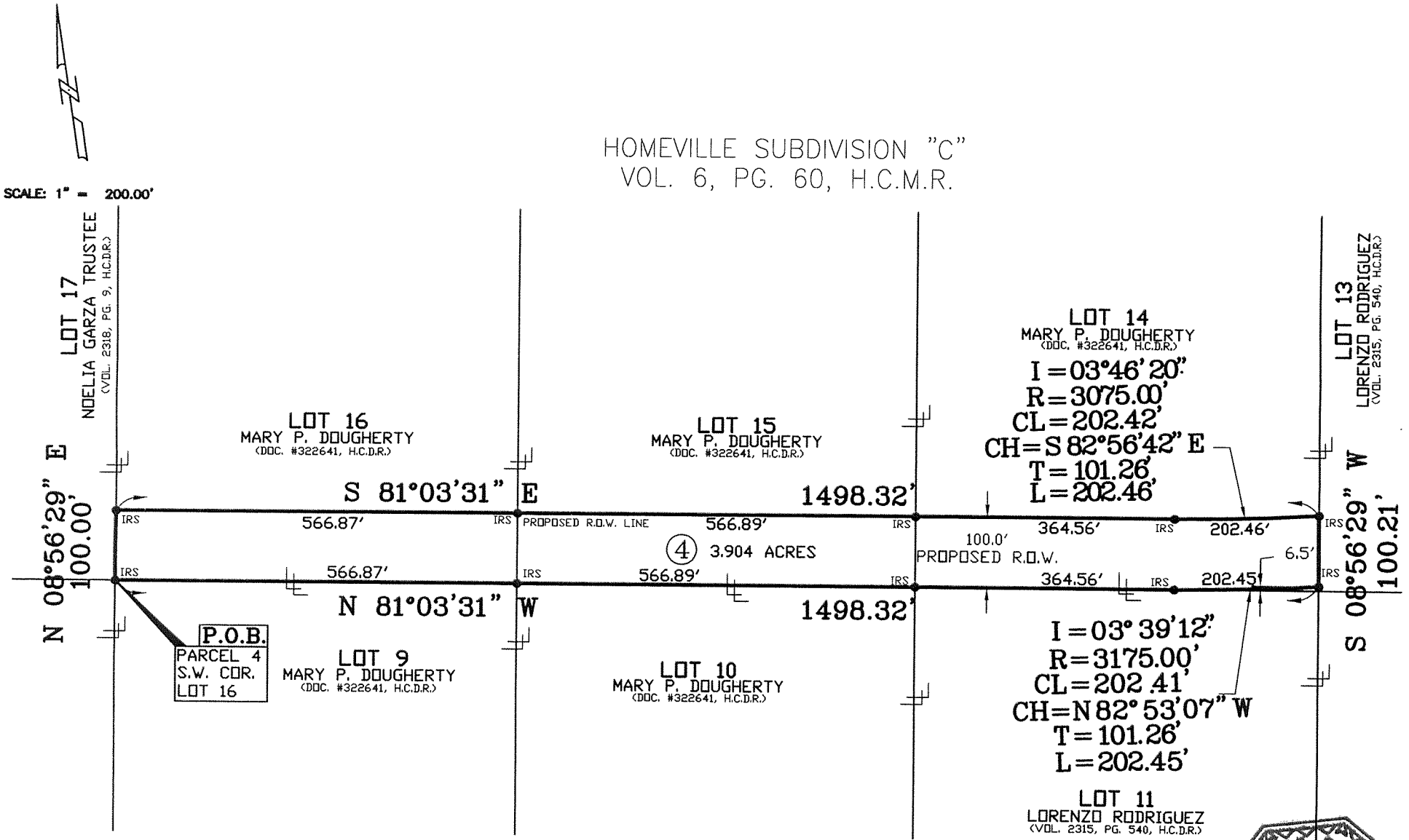
Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "C", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 60, H.C.D.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON January 25, 2010.

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



PARCEL No. 4
OWNER: MARY P. DOUGHERTY
DOC. #322641, H.C.D.R.

AREA TAKING: 3.904 ACRES

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
LICENSED
NO. 4608
SURVEYOR

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 686-1588

MILE 4 ROAD
PROPOSED R.O.W.
LOTS 14, 15, 16

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 26, 2010.

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS

LLC

Parcel 5
METES AND BOUNDS DESCRIPTION
1.318 ACRE OF LAND
HOMEVILLE SUBDIVISION "C"
HIDALGO COUNTY, TEXAS

A tract of land containing 1.318 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 13, HOMEVILLE SUBDIVISION "C",** map reference Volume 6, Page 60, H.C.M.R., and said 1.318 acre of land also being a part or portion of a tract deeded to Lorenzo Rodriguez, recorded in Volume 2315, Page 540, H.C.D.R., and said 1.318 acre of land also being more particularly described as follows;

COMMENCING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the southwest corner of said Lot 13; THENCE N 08° 56' 29" E, along the East line of said Lot 13, a distance 6.50 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE N 08° 56' 29" E, along the West line of said Lot 13, a distance of 100.21 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature and the northwest corner of this tract;

THENCE, along said curve to the left, with an interior angle of 10° 16' 51", a radius of 2864.79 feet, an arc length of 514.04 feet, a tangent of 257.71 feet and a chord that bears N 86°11 57" W a distance of 513.35 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature and an outside corner of this tract;

THENCE, along said curve to the right, with an interior angle of 01° 54' 22", a radius of 3175.00 feet, an arc length of 105.63 feet, a tangent of 52.82 feet and a chord that bears N 87° 23' 30" E a distance of 105.62 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 13, for the northeast corner of this tract;

THENCE S 08° 56' 29" W, along the East line of said Lot 13, a distance of 101.79 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for a point of curvature and the southeast corner of this tract;

THENCE, along said curve to the left, with an interior angle of 01° 33' 27", a radius of 3075.00 feet, an arc length of 83.58 feet, a tangent of 41.79 feet and a chord that bears S 87° 13' 02" W a distance of 83.58 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for a point of curvature and an inside corner of this tract;

THENCE, along said curve to the left, with an interior angle of 10° 39' 25", a radius of 2764.79 feet, an arc length of 514.24 feet, a tangent of 257.87 feet and a chord that bears S 86° 23' 14" E a distance of 513.50 feet to the **POINT OF BEGINNING,** containing 1.318 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "C", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 60, H.C.D.R.

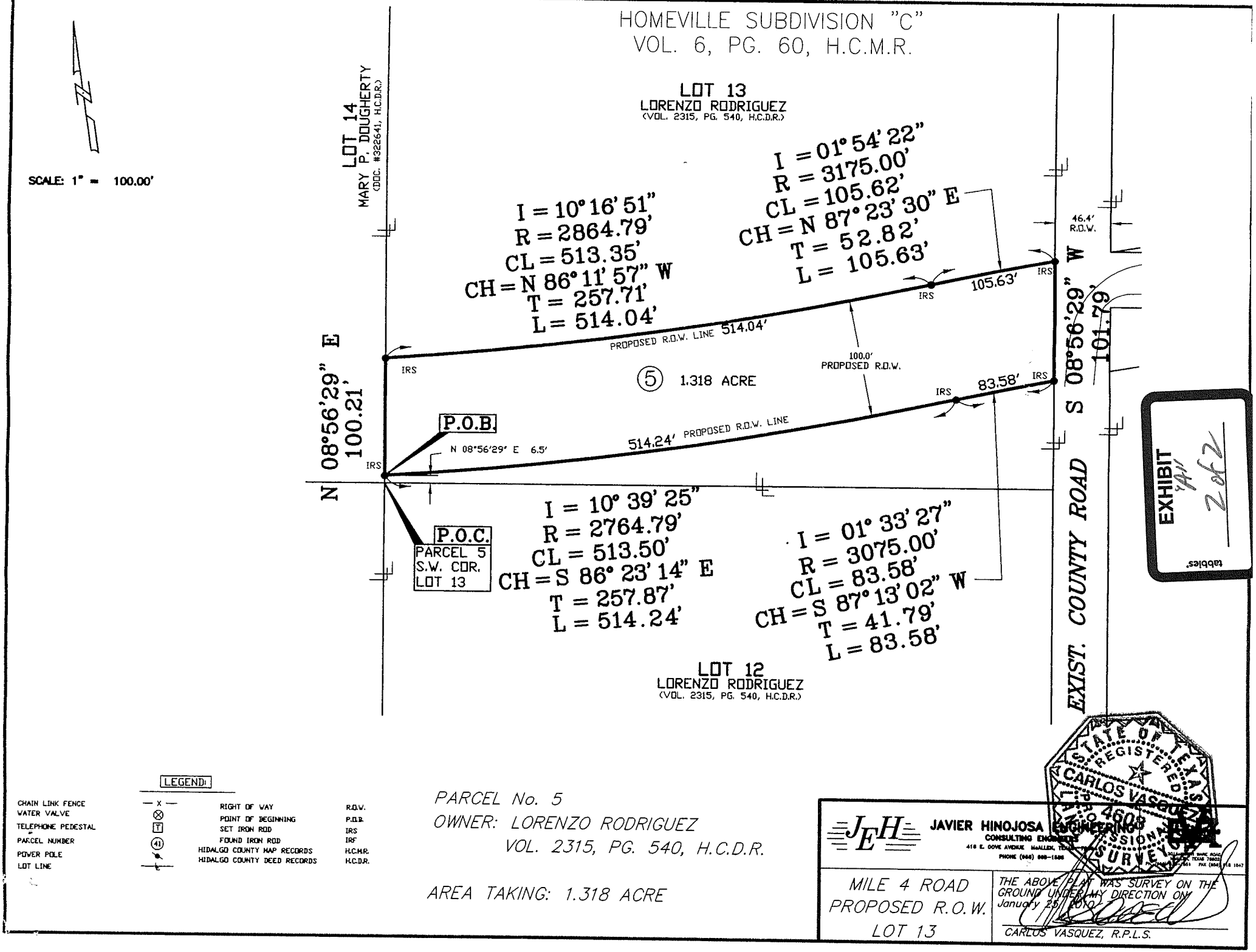
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON January 25, 2010.

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

EXHIBIT
"A"
1 of 2
tabbies

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HOMEVILLE SUBDIVISION "C"
VOL. 6, PG. 60, H.C.M.R.
LOT 13
LORENZO RODRIGUEZ
(VOL. 2315, PG. 540, H.C.D.R.)
LOT 14
MARY P. DOUGHERTY
(DOC. #322641, H.C.D.R.)
SCALE: 1" = 100.00'
I = 10° 16' 51"
R = 2864.79'
CL = 513.35'
CH = N 86° 11' 57" W
T = 257.71'
L = 514.04'
I = 01° 54' 22"
R = 3175.00'
CL = 105.62'
CH = N 87° 23' 30" E
T = 52.82'
L = 105.63'
46.4' R.O.W.
PROPOSED R.O.W. LINE 514.04'
105.63'
IRS
100.0' PROPOSED R.O.W.
5 1.318 ACRE
83.58'
514.24' PROPOSED R.O.W. LINE
N 08°56'29" E 100.21'
S 08°56'29" W 101.79'
P.O.B.
N 08°56'29" E 6.5'
P.O.C.
PARCEL 5
S.W. COR.
LOT 13
I = 10° 39' 25"
R = 2764.79'
CL = 513.50'
CH = S 86° 23' 14" E
T = 257.87'
L = 514.24'
I = 01° 33' 27"
R = 3075.00'
CL = 83.58'
CH = S 87° 13' 02" W
T = 41.79'
L = 83.58'
LOT 12
LORENZO RODRIGUEZ
(VOL. 2315, PG. 540, H.C.D.R.)
EXIST. COUNTY ROAD
EXHIBIT "A" 2 of 2
tabbies
LEGEND:
CHAIN LINK FENCE — X —
WATER VALVE
TELEPHONE PEDESTAL T
PARCEL NUMBER 41
POWER POLE
LOT LINE
RIGHT OF WAY R.O.W.
POINT OF BEGINNING P.O.B.
SET IRON ROD IRS
FOUND IRON ROD IRF
HIDALGO COUNTY MAP RECORDS H.C.M.R.
HIDALGO COUNTY DEED RECORDS H.C.D.R.
PARCEL No. 5
OWNER: LORENZO RODRIGUEZ
VOL. 2315, PG. 540, H.C.D.R.
AREA TAKING: 1.318 ACRE
STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
SURVEYOR
JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
MILE 4 ROAD
PROPOSED R.O.W.
LOT 13
THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010
CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS

LLC

Parcel 6
METES AND BOUNDS DESCRIPTION
0.999 ACRE OF LAND
HOMEVILLE SUBDIVISION "D"
HIDALGO COUNTY, TEXAS

A tract of land containing 0.999 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 4, LOT 5, BLOCK 32, HOMEVILLE SUBDIVISION "D",** map reference Volume 6, Page 36, H.C.M.R., and said 0.999 acre of land also being a part or portion of a tract deeded to Lorenzo Rodriguez, recorded in Volume 1907, Page 867, H.C.D.R., and said 0.999 acre of land also being more particularly described as follows;

COMMENCING, on the northeast corner of said Lot 5; THENCE S 08° 55' 51" W, along the East line of said Lot 4, a distance of 718.61 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING;**

THENCE S 08° 55' 51" W, along the East line of said Lot 5, a distance of 45.28 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 06' 58" W, at a distance of 569.15 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South common corner of said Lot 4 and Lot 5, continuing at a total distance of 1138.70 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of said Lot 4, for a point of curvature and the southwest corner of this tract;

THENCE, along said curve to the right, with an interior angle of 09° 41' 16", a radius of 3175.00 feet, an arc length of 536.84 feet, a tangent of 269.06 feet and a chord that bears S 85° 57' 36" E a distance of 536.20 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for a point of tangency and an outside corner of this tract;

THENCE S 81° 06' 58" E, at a distance of 35.31 pass the common line of said Lot 4 and Lot 5, continuing a total distance of 604.46 feet to the **POINT OF BEGINNING**, containing 0.999 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "D", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 36, H.C.D.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANAURY 25, 2010.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"
1 of 2
tabbies

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

SCALE: 1" = 200.00'

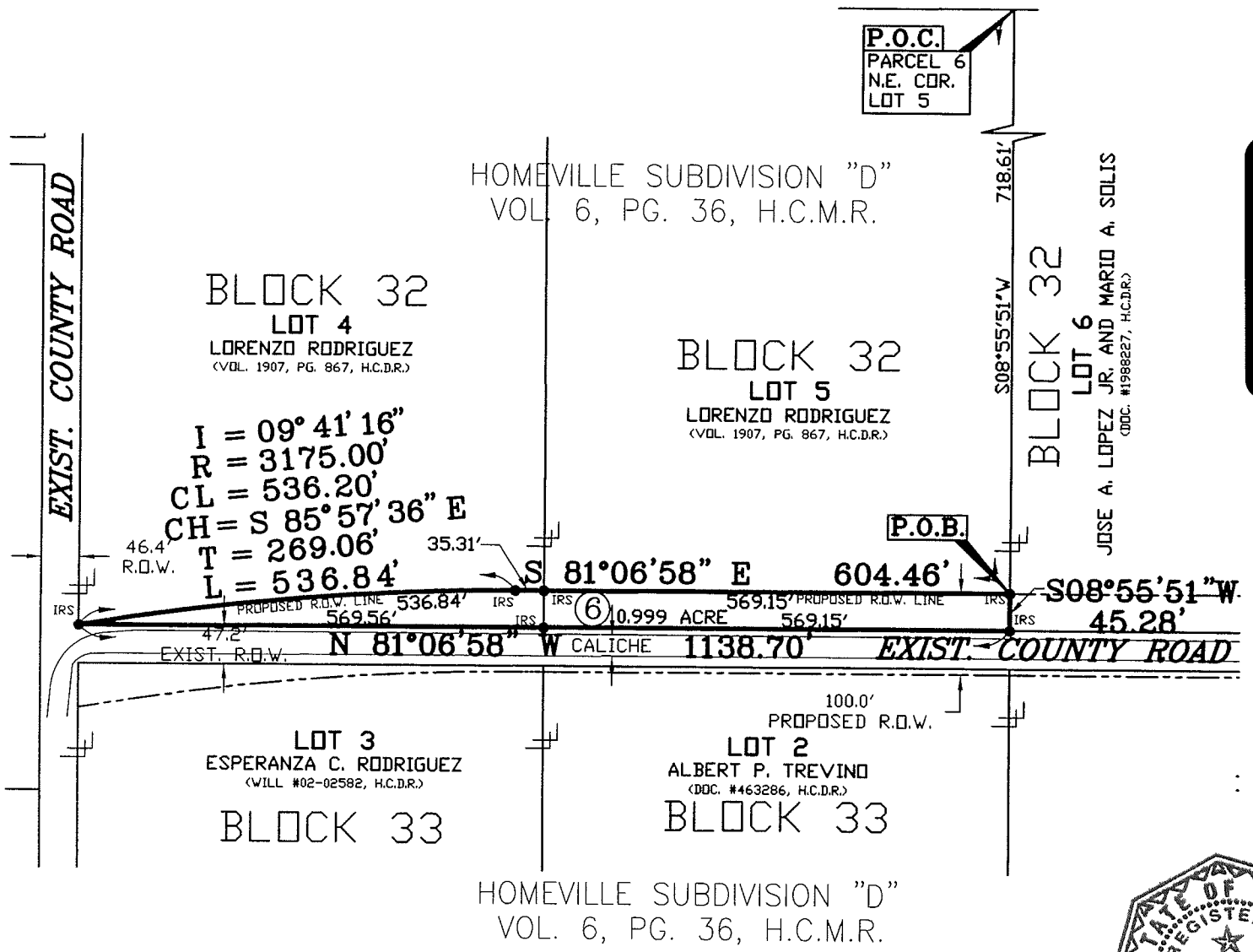


EXHIBIT "A" 2 of 2

LEGEND:

CHAIN LINK FENCE	— x —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 6
OWNER: LORENZO RODRIGUEZ
VOL. 1907, PG. 667, H.C.D.R.

AREA TAKING: 0.999 ACRE

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL SURVEYOR

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 686-1881 FAX (956) 618-1547

MILE 4 ROAD
PROPOSED R.O.W.
LOTS 4, 5

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS

LLC

Parcel 7
METES AND BOUNDS DESCRIPTION
0.599 ACRE OF LAND
HOMEVILLE SUBDIVISION "D"
HIDALGO COUNTY, TEXAS

A tract of land containing 0.599 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 6, BLOCK 32, HOMEVILLE SUBDIVISION "D",** map reference Volume 6, Page 36, H.C.M.R., and said 0.599 acre of land also being a part or portion of a tract deeded to Jose A. Lopez Jr. and Mario A. Solis, recorded in Document 1988227, H.C.D.R., and said 0.599 acre of land also being more particularly described as follows;

COMMENCING, on the northwest corner of said Lot 6; THENCE S 08° 55' 51" W, along the West line of said Lot 6, a distance of 718.61 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract and the **POINT OF BEGINNING;**

THENCE S 81° 06' 58" E, a distance of 544.39 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

THENCE N 53° 54' 26" E, a distance of 35.37 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 6 and the West right of way line of Tom Gil Road, for the northeast corner of this tract;

THENCE S 08° 55' 51" W, along the East line of said Lot 6 and the West right-of-way line of said Tom Gil Road, a distance of 70.28 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 06' 58" W, a distance of 569.39 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of said Lot 6, for the southwest corner of this tract;

THENCE N 08° 55' 51" E, along the West line of said Lot 6, a distance of 45.28 feet to the **POINT OF BEGINNING**, containing 0.599 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "D", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 36, H.C.D.R.

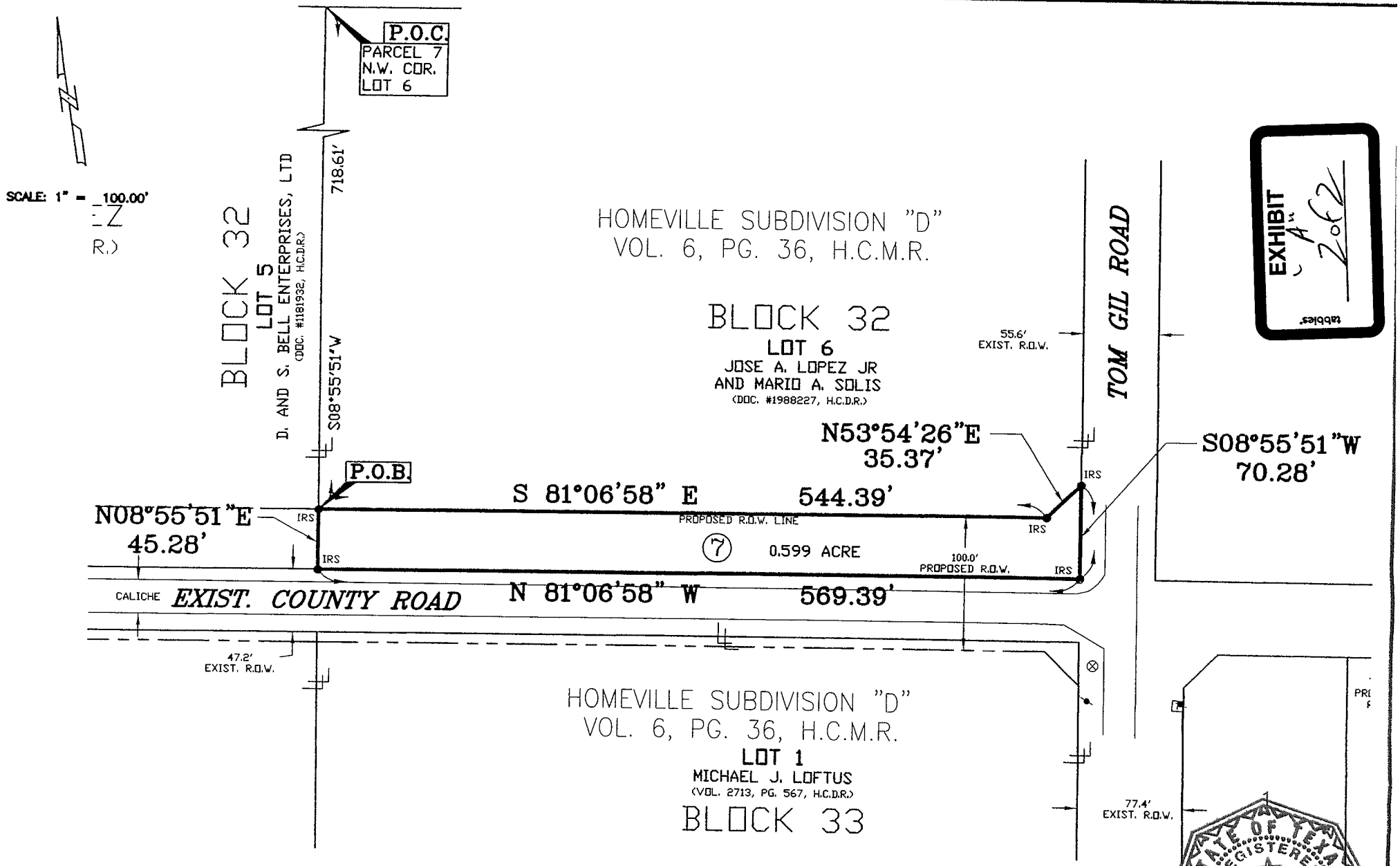
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANUARY 25, 2010.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
A
1 of 2
tabbies

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



SCALE: 1" = 100.00'

EXHIBIT "A" 2 of 2

LEGEND:

CHAIN LINK FENCE	— x —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 7
OWNER: JOSE A. LOPEZ JR. AND
MARIO A. SOILS
DOC. #1988227, H.C.D.R.

AREA TAKING: 0.599 ACRE

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
410 E. DOVE AVENUE McALLEN, TEXAS
PHONE (956) 686-1686

MILE 4 ROAD
PROPOSED R.O.W.
LOT 6

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010

CARLOS VASQUEZ, R.P.L.S.

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL SURVEYOR

LAND SURVEYORS

LLC

Parcel 8
METES AND BOUNDS DESCRIPTION
0.289 ACRE OF LAND
HOMEVILLE SUBDIVISION "D"
HIDALGO COUNTY, TEXAS

A tract of land containing 0.289 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 3, BLOCK 33, HOMEVILLE SUBDIVISION "D",** map reference Volume 6, Page 36, H.C.M.R., and said 0.289 acre of land also being a part or portion of a tract deeded to Esperanza C. Rodriguez, recorded in Will No. 02-02582, H.C.D.R., and said 0.289 acre of land also being more particularly described as follows;

BEGINNING, on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the northeast corner of said Lot 3, for the northeast corner of this tract;

THENCE S 08° 55' 51" W, along the East line of said Lot 3, a distance of 7.50 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 06' 58" W, a distance of 35.23 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature and an inside corner of this tract;

THENCE, along said curve to the left, with an interior angle of 10° 00' 29", a radius of 3075.00 feet, an arc length of 537.11 feet, a tangent of 269.24 feet and a chord that bears N 86° 07' 12" W a distance of 536.43 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of said Lot 3, for the southwest corner of this tract;

THENCE N 08° 56' 29" E, a distance of 54.29 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the northeast corner of said Lot 3, for northwest corner of this tract;

THENCE S 81° 06' 58" E, along the North line of said Lot 3, a distance of 569.57 feet to the **POINT OF BEGINNING**, containing 0.289 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "D", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 36, H.C.D.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANUARY 25, 2010.

Carlos Vásquez, R.P.L.S. 4608
CVQ Land Surveyors

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
A11
1 of 2
tabbies

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HOMEVILLE SUBDIVISION "D"
VOL. 6, PG. 36, H.C.M.R.

EXHIBIT A 2 of 2

SCALE: 1" = 100.00'

EXIST. COUNTY ROAD

BLOCK 32
LOT 4
LORENZO RODRIGUEZ
(VOL. 1907, PG. 867, H.C.D.R.)

P.O.B.
PARCEL 8
N.E. COR.
LOT 3

N 08°56'29" E
54.29'

47.2'
EXIST. R.O.W.

100.0'
PROPOSED R.O.W.

CALICHE

EXIST. COUNTY ROAD

S 81°06'58" E 569.57'

IRS

IRS

IRS

IRS

IRS

⑧ 0.289 ACRE

PROPOSED R.O.W. LINE

S08°55'51"W
7.50'

N81°06'58"W
35.23'

46.4'
R.O.W.

LOT 3
ESPERANZA C. RODRIGUEZ
(WILL #02-02582, H.C.D.R.)

BLOCK 33

LOT 2
ALBERT P. TREVINO
(DOC. #463286, H.C.D.R.)

HOMEVILLE SUBDIVISION "D"
VOL. 6, PG. 36, H.C.M.R.

LEGEND:

CHAIN LINK FENCE	— X —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 8
OWNER: ESPERANZA C. RODRIGUEZ
WILL #02-02582, H.C.D.R.

AREA TAKING: 0.289 ACRE

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
LICENSED SURVEYOR

JEH JAVIER HINOJOSA ENGINEERING SURVEYING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 686-1686
3014 NORTH WARE ROAD
McALLEN, TEXAS 78502
PH. (956) 618-1681 FAX (956) 618 1547

MILE 4 ROAD
PROPOSED R.O.W.
LOT 3

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 28, 2010

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS

LLC

Parcel 9
METES AND BOUNDS DESCRIPTION
0.098 ACRE OF LAND
HOMEVILLE SUBDIVISION "D"
HIDALGO COUNTY, TEXAS

A tract of land containing 0.098 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 2, BLOCK 33, HOMEVILLE SUBDIVISION "D",** map reference Volume 6, Page 36, H.C.M.R., and said 0.098 acre of land also being a part or portion of a tract deeded to Albert P. Trevino, recorded in Document No. 463286, H.C.D.R., and said 0.098 acre of land also being more particularly described as follows;

BEGINNING, on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the northwest corner of said Lot 2, for the northwest corner of this tract;

THENCE S 81° 06' 58" E, along the North line of said Lot 2, a distance of 569.15 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the northeast corner of said Lot 2, for the northeast corner of this tract;

THENCE S 08° 55' 51" W, a distance of 7.50 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 06' 58" W, a distance of 569.15 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of said Lot 2, for southwest corner of this tract;

THENCE N 08° 55' 51" E, along the West line of said Lot 2, a distance of 7.50 feet to the **POINT OF BEGINNING**, containing 0.098 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "D", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 36, H.C.D.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANUARY 25, 2010.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"A"
1 of 2
tabbies

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HOMEVILLE SUBDIVISION "D"
VOL. 6, PG. 36, H.C.M.R.

SCALE: 1" = 100.00'

BLOCK 32
LOT 5
LORENZO RODRIGUEZ
(VOL. 1907, PG. 867, H.C.D.R.)

100.0' PROPOSED R.O.W.

EXIST. COUNTY ROAD 47.2' EXIST. R.O.W.

CALICHE

IRS

S 81°06'58" E 569.15'

N 81°06'58" W 569.15' PROPOSED R.O.W. LINE

N08°55'51"E 7.50'

S08°55'51"W 7.50'

P.O.B.
PARCEL 9
N.W. COR.
LOT 2

(9) 0.098 ACRE

LOT 2
ALBERT P. TREVINO
(DOC. #463286, H.C.D.R.)

BLOCK 33

BLOCK 33
LOT 3
ESPERANZA C. RODRIGUEZ
(DOC. #XXXX, H.C.D.R.)

BLOCK 33
LOT 1
MICHAEL J. LOFTUS
(VOL. 2713, PG. 567, H.C.D.R.)

HOMEVILLE SUBDIVISION "D"
VOL. 6, PG. 36, H.C.M.R.

EXHIBIT "A" 2 of 2

LEGEND:

CHAIN LINK FENCE	— X —	
WATER VALVE	⊗	
TELEPHONE PEDESTAL	T	
PARCEL NUMBER	(41)	
POWER POLE		
LOT LINE		
RIGHT OF WAY		R.O.W.
POINT OF BEGINNING		P.O.B.
SET IRON ROD		IRS
FOUND IRON ROD		IRF
HIDALGO COUNTY MAP RECORDS		H.C.M.R.
HIDALGO COUNTY DEED RECORDS		H.C.D.R.

PARCEL No. 9
OWNER: ALBERT P. TREVINO
DOC. #463286, H.C.D.R.

AREA TAKING: 0.098 ACRE

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
418 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1888

3014 NORTH WARE ROAD McALLEN, TEXAS 78501
PH. (956) 618-1661 FAX (956) 618 1847

MILE 4 ROAD
PROPOSED R.O.W.
LOT 2

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 28, 2010

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS

LLC

Parcel 10
METES AND BOUNDS DESCRIPTION
0.105 ACRE OF LAND
HOMEVILLE SUBDIVISION "D"
HIDALGO COUNTY, TEXAS

A tract of land containing 0.105 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 1, BLOCK 33, HOMEVILLE SUBDIVISION "D",** map reference Volume 6, Page 36, H.C.M.R., and said 0.105 acre of land also being a part or portion of a tract deeded to Michael J. Loftus, recorded in Volume 2713, Page 567, H.C.D.R., and said 0.105 acre of land also being more particularly described as follows;

BEGINNING, on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the northwest corner of said Lot 1, for the northwest corner of this tract;

THENCE S 81° 06' 58" E, along the North line of said Lot 1, a distance of 569.39 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the northeast corner of said Lot 1, for the northeast corner of this tract;

THENCE S 08° 55' 51" W, a distance of 32.50 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 36° 05' 34" W, a distance of 35.34 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

THENCE N 81° 06' 58" W, a distance of 544.39 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of said Lot 1, for southwest corner of this tract;

THENCE N 08° 55' 51" E, along the West line of said Lot 1, a distance of 7.50 feet to the **POINT OF BEGINNING**, containing 0.105 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "D", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 36, H.C.D.R.

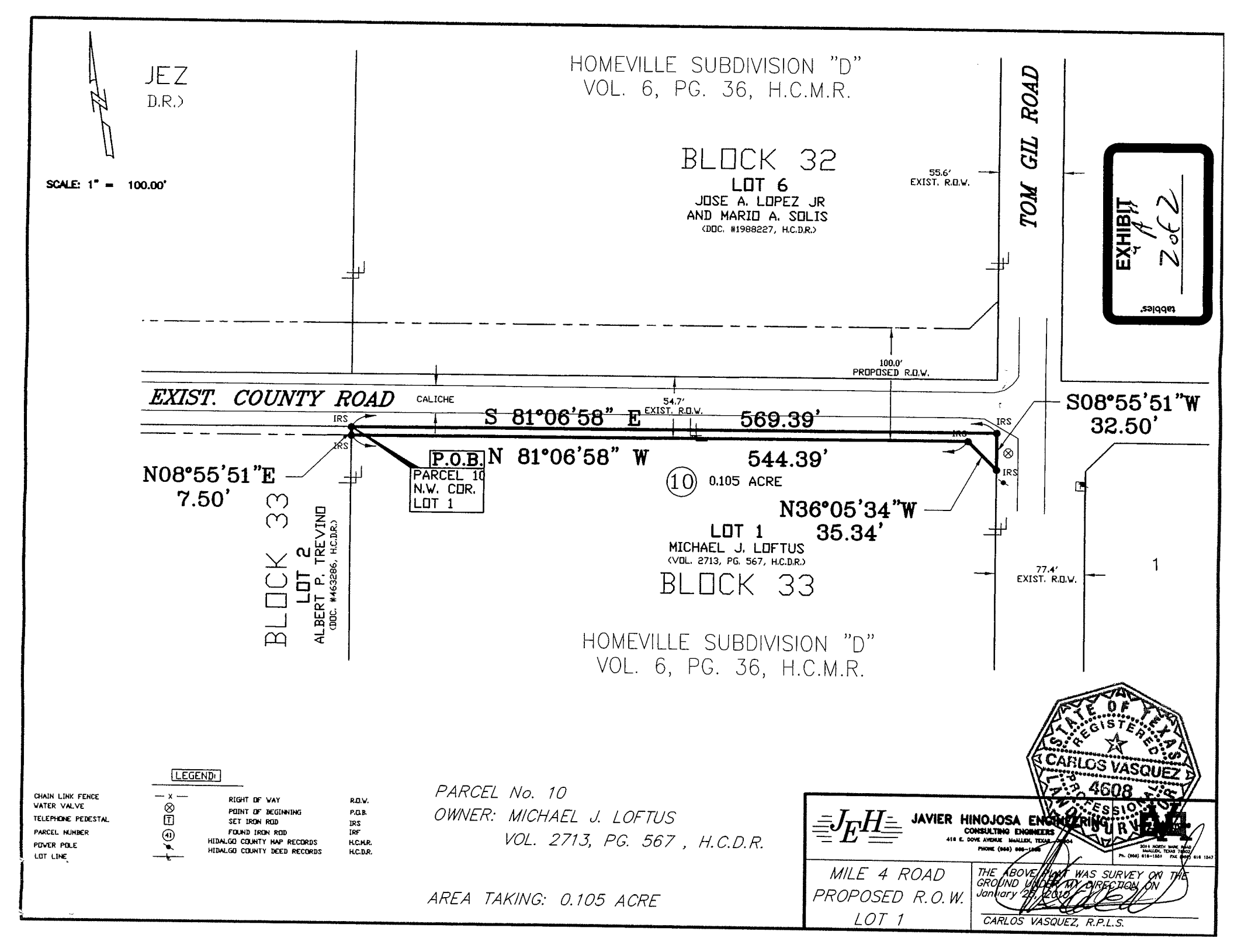
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANUARY 25, 2010.

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A" 1 of 2

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND:

CHAIN LINK FENCE	— X —	
WATER VALVE	⊗	
TELEPHONE PEDESTAL	T	
PARCEL NUMBER	(41)	
POWER POLE		
LOT LINE		
	RIGHT OF WAY	R.O.W.
	POINT OF BEGINNING	P.O.B.
	SET IRON ROD	IRS
	FOUND IRON ROD	IRF
	HIDALGO COUNTY MAP RECORDS	H.C.M.R.
	HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 10
OWNER: MICHAEL J. LOFTUS
VOL. 2713, PG. 567 , H.C.D.R.

AREA TAKING: 0.105 ACRE

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
SURVEYOR

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
418 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1898
2016 NORTH WARE ROAD
McALLEN, TEXAS 78502
Ph. (956) 618-1561 FAX (956) 618 1547

MILE 4 ROAD
PROPOSED R.O.W.
LOT 1

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010

CARLOS VASQUEZ, R.P.L.S.

LAND SURVEYORS LLC

Parcel 11
METES AND BOUNDS DESCRIPTION
0.155 ACRE OF LAND
HOMEVILLE SUBDIVISION "D"
HIDALGO COUNTY, TEXAS

A tract of land containing 0.155 acre situated in Hidalgo County, Texas and also being a part or portion of **LOT 4, BLOCK 13, HOMEVILLE SUBDIVISION "D",** map reference Volume 6, Page 36, H.C.M.R., and said 0.155 acre of land also being a part or portion of a tract deeded to Leticia Borjas, recorded in Document 1811157, H.C.D.R., and said 0.155 acre of land also being more particularly described as follows;

COMMENCING, on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the northwest corner of said Lot 4; THENCE S 08° 55' 51" W, along the West line of Lot 4, a distance of 718.61 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract and the **POINT OF BEGINNING;**

THENCE S 36° 05' 34" E, a distance of 35.34 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set for an inside corner of this tract;

THENCE S 81° 06' 58" E, a distance of 275.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract;

THENCE S 51° 06' 58" E, a distance of 40.56 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

THENCE N 81° 06' 58" W, a distance of 337.14 feet to an iron rod found on the West line of said Lot 4, for southwest corner of this tract;

THENCE N 08° 55' 51" E, along the West line of said Lot 4, a distance of 45.28 feet to the **POINT OF BEGINNING**, containing 0.155 acre of land, more or less.

Bearing basis as per HOMEVILLE ASSOCIATION SUBDIVISION "D", HIDALGO COUNTY, TEXAS. Recorded in Volume 6, Page 36, H.C.D.R.

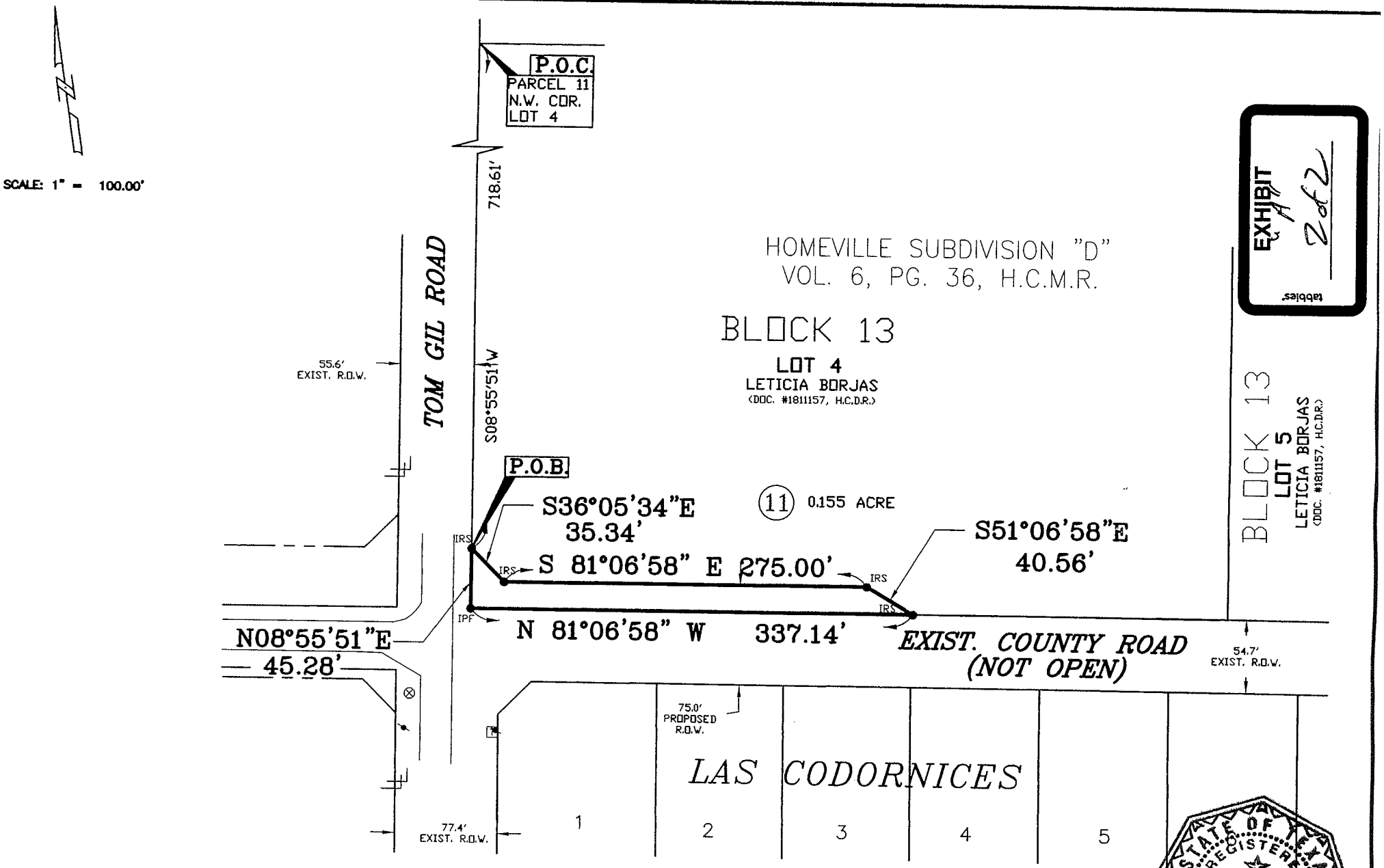
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANUARY 25, 2010.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

EXHIBIT "A" 1 of 2
tabbies

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547



LEGEND:

CHAIN LINK FENCE	— X —	RIGHT OF WAY	R.O.W.
WATER VALVE	⊗	POINT OF BEGINNING	P.O.B.
TELEPHONE PEDESTAL	T	SET IRON ROD	IRS
PARCEL NUMBER	(41)	FOUND IRON ROD	IRF
POWER POLE		HIDALGO COUNTY MAP RECORDS	H.C.M.R.
LOT LINE		HIDALGO COUNTY DEED RECORDS	H.C.D.R.

PARCEL No. 11
OWNER: LETICIA BORJAS
DOC. #1811157 , H.C.D.R.

AREA TAKING: 0.155 ACRE

JEH JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS
PHONE (956) 668-1588

MILE 4 ROAD
PROPOSED R.O.W.
LOT 4

THE ABOVE PLAT WAS SURVEY ON THE GROUND UNDER MY DIRECTION ON January 25, 2010

CARLOS VASQUEZ, R.P.L.S.

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
SURVEYOR

Form ROW-A-6
Rev. 7/2004
GSD-EPC

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located at the northwestern corner of Circle 6 West Road and Mile 4 Line Road, Hidalgo County, Texas. **District:** Pharr

Property Owner: Juan Angel & Yolanda Garcia **ROW CSJ:** N/A

Address of Property Owner: P.O. Box 391 Peñitas TX 78576 **Parcel:** 2

Occupant's Name: Juan Angel & Yolanda Garcia **Federal Project No:** N/A

Whole: ☐ **Partial:** ☒ **Acquisition** **Highway:** 4 Mile Line Road **County:** Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $26,715 as of March 3, 2010, based upon my independent appraisal and the exercise of my professional judgment; on March 3, 2010, (date)(s), I personally inspected in the field the property herein appraised; I afforded Juan Angel & Yolanda Garcia, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on March 9, 2010, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct #3, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

April 12, 2010
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

ROW-A-5S
Rev. 5/2004
GSD-EPC

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 2 | Highway: 4 Mile Line Road | County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Jeanette Dunes and Husband, Rosario Estrada	**Grantee/Lessee:** Roel Gonzalez	
Date: April 6, 2009	**Recording Information: Doc# 1987408**	**Key Map:** N/A
Address: Located along the western side of Giles Road, north of 3 Mile Line, Penitas, Texas.		**Zip Code:** 78576
Legal Description: All of Lots 91 and 92, Homeville Association Subdivision "A", Hidalgo County Texas, according to the map recorded in Volume 0, pages 24-25, Map Records of the Office of the County Clerk of Hidalgo County, Texas.		
Confirmed Price $: 180,000	**Verified with:** MLS # A121087	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 27.042 Acres	**Unit Price as Vacant** $6,656 Per Acre:	
Type Street: Giles Road – Caliche Paved Road	**Utilities:** Electric/Phone	
Improvement(s) Description: None		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved** $: N/A	
Condition and Functional Design:		
Current Use: Agricultural	**Highest & Best Use:** Single Family Residential	
Date of Inspection: March 09, 2010	**Zoning:** N/A	**Flood Plain:** N/A

Attach additional Information as necessary.
The subject property is located along the western frontage of Giles Road, a Caliche paved road. Limited utilities are available to the site. The subject is currently fenced and being utilized for grazing.

Appraiser: Leonel Garza III	April 12, 2010
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 2 | Highway: 4 Mile Line Road | County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: . Noelia E. Garza, Individually and as Trustee, Rocio Judith Garza and Noelia Aglae Garza	**Grantee/Lessee:** Jose Luis Gonzalez and wife, Aracely Gonzalez	
Date: August 27, 2007	**Recording Information:** Document # 1809707	**Key Map:** N/A
Address: Located at the northeastern corner of 4 Mile Line Road and Circle 6 Road, Hidalgo County Texas.		**Zip Code:** 78574
Legal Description: All of Lot No. Seven (7), Homeville Association Subdivison "C", out of part of Porcion 74 and 75, Hidalgo County, Texas, according to the map thereof recorded in Volume 6, Page 60, Map Records, Hidalgo County, Texas.		
Confirmed Price $: 120,000	**Verified with:** HUD-1 Settlement Statement	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 10.00 Acres	**Unit Price as Vacant** $: 12,000 per Acre	
Type Street: 4 Mile Line Road – Caliche Paved Road	**Utilities:** Electric/Phone	
Improvement(s) Description: None		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved** $: N/A	
Condition and Functional Design:		
Current Use: Agricultural	**Highest & Best Use:** Single Family Residential	
Date of Inspection: March 09, 2010	**Zoning:** N/A	**Flood Plain:** N/A

Attach additional information as necessary.

The subject property is 10 acre agricultural use tract of land located at the north eastern corner of 4 Mile Line Road and Circle 6 Road within the county of Hidalgo. The tract is still in its natural state and is ready for development as new water lines are located to the north of the subject.

Appraiser: Leonel Garza III	April 12, 2010
(Typed, not signed)	Date

COMPARABLE DATA SUPPLEMENT

District: Pharr | Parcel No.: 2 | Highway: 4 Mile Line Road | County: Hidalgo | ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: . Edna Sexauer, Bradley L. Sexauer, and Gail S. Jansen	**Grantee/Lessee:** CampbellA. Patton	
Date: March 7, 2008	**Recording information:** Document #1870359	**Key Map:** N/A
Address: Located along the northeastern corner of Tom Gill Road and Mile 3 ½ Road, Hidalgo County, Texas		**Zip Code:** 78574
Legal Description: All of Lots 4 and 5, Block10, Homeville Association Subdivision "D", Hidalgo County, Texas, according to the map recorded in Volume 6, Page 36, Map Records in the Office of the County Clerk of Hidalgo County, Texas.		
Confirmed Price $: 180,000	**Verified with:** MLS# E105732	
Terms and Conditions of Sale: Cash to Seller		
Rental Data: N/A		
Land Size: 20.00	**Unit Price as Vacant** $: 9,000	
Type Street: Tom Gill Road and Mile 3 ½ Road - Asphalt	**Utilities:** Water, Phone, Electric	
Improvement(s) Description: None		
Improvement(s) Size: N/A (GBA) N/A(NRA)	**Unit Price as Improved** $: N/A	
Condition and Functional Design:		
Current Use: Vacant	**Highest & Best Use:** Single Family Residential	
Date of inspection: March 09, 2010	**Zoning:** N/A	**Flood Plain:** N/A

Attach additional information as necessary.

The sale is located along at the northeastern corner of Tom Gill and Mile 3 ½ Road. The property is a 20.00 acre tract with dimensions of 763' x 1,138'. The property has 763' of frontage along Tom Gill road and 1,138' lineal feet of frontage along Mile 3 ½ Road. The sale is located just north of the city limits of Penitas.

Appraiser: Leonel Garza III	April 12, 2010
(Typed, not signed)	Date

ESTIMATED VALUE OF ACQUISITION

Land:	56,628 Sq. Ft. @ $ 12,500 Per Acre 1.300 Acres			$	16,250

Improvements:	*Ranch Style Fencing - (767 lineal feet @ $4.25/LF)*	$	3,260
	(5) Large Mesquite Trees	$	1,500
	PVC Piping and Water Facuets	$	450
	Water Well - 150 lineal feet with a 4 1/2 Inch casing (150 lineal feet @ $20 per lineal foot)*	$	3,000
		$	-
		$	-
		$	-
		$	-
		$	-
	Total Improvements	$	8,210

TOTAL ESTIMATED VALUE	$	24,460
Cost To Cure Damages	$	2,255
Estimated Total Compensation	$	26,715

Explanation of Cost to Cure:
The part to be acquired contained several site improvements, which were valued based on their existing depreciated contributory value to the subject property. However, replacement of the existing improvements in order to retain the same utility shall be required. This cost to cure valuation is performed in order to compensate the subject owner for the actual cost of the items which have been depreciated within the acquisition area. An additional cost to cure shall also be included to compensate the owner for the difference of the existing market value of the site improvements and the cost new for the proposed frontage as described below:

Cost To Cure Item	Units	Price Per Unit	Cost New	Compensated Depreciated Value	Cost to Cure Value
Ranch Style Fencing	1,133	$ 4.25	$ 4,815	$ 3,260	$ 1,555
16' Ranch Style Gate	2	$ 350.00	$ 700	$ -	$ 700
		$ -	$ -		$ -
		$ -	$ -		$ -

Total Cost to Cure	$ 2,255

*Source of Cost Schedule: Marshall Valuation Service created by Marshall & Swift, Section 66, Page 4 & 5. *Local contractors were contacted for estimation of costs associated with well drilling service. Mr. "Red" Killinger of Killinger's Water Well Drilling gave a verbal estimate of reproducing the original work he conducted on the subject property.*

AI-20926 **27.A.**

Appropriation of funds FY09 Truancy Grant - OJJDP Earmarks
CC REGULAR

Date:	05/04/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the FY 2009 OJJDP FY 09 Earmarks Programs - Truancy Program Grant.

2. Approval of 2010 appropriation of funds for the OJJDP FY 09 Earmarks Programs - Truancy Program Grant with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) in the amount of $300,000.00.

BACKGROUND

OJJDP FY 09 Earmarks Programs
GMS Award 2009 -JL-FX-0183

The grant budget includes expenses relating to salaries/fringe benefits & Travel.

Participating JP's:
JP Pct# 1 Pl 1,
JP Pct# 1 Pl 2,
JP Pct# 3 Pl 2 &
JP Pct# 4 Pl 2.

No local monies will be required.

AI#15869 CC 6/8/09 to apply
AI#19731 CC 2-8-10 to accept award

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1282-412-00-0XX-002-1-XXX

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

BUDGETARY IMPACT:

Approval of 2010 appropriation of funds for the OJJDP FY 09 Earmarks Programs - Truancy Program Grant with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) in the amount of $300,000.00.

Revenue account# 0-1282-331-10-068-002-1-000 Truancy Grant Revenue - JP 4/2
Revenue account# 0-1282-331-10-061-002-1-000 Truancy Grant Revenue - JP 1/1

Revenue account# 0-1282-331-10-062-002-1-000 Truancy Grant Revenue - JP 1/2
Revenue account# 0-1282-331-10-066-002-1-000 Truancy Grant Revenue - JP 3/2

Attachments

Link: Certification of Revenues letter

Link: APPROPRIATION

Link: budget detail

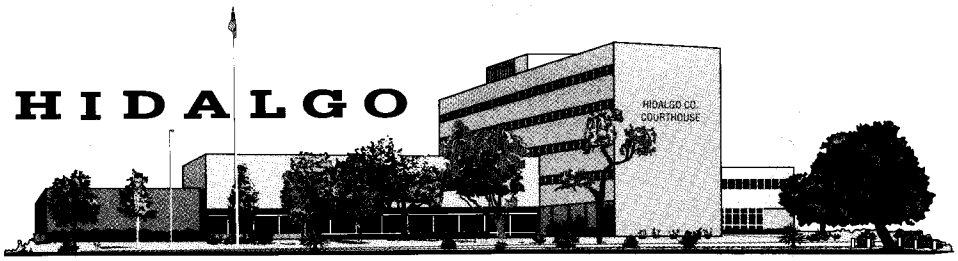
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	04/29/2010 09:54 AM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 11:29 AM	APRV
3	Roland Garcia	Rolando Garcia	04/30/2010 09:28 AM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Manuel Chapa Started On: 04/22/2010 11:35 AM

Final Approval Date: 04/30/2010

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

April 22, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., 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, Jr., 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 U.S. Department of Justice – Office of Justice Programs. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$300,000.00	2009-JL-FX-0183 OJJDP Hidalgo County Truancy Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/22/10
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: April 22, 2010

AI# 20926

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for JP 4/2, 1/1, 1/2, 3/2 Truancy (1282)

ACCOUNT NUMBER: 9-1282-412-00-0XX-XXX-X-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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 department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1282-412-00-068-002-1-113	JP 4/2 Truancy -Salaries - F/T Employees	143,261
0-1282-412-00-068-002-1-211	JP 4/2 Truancy -Health Insurance	17,546
0-1282-412-00-068-002-1-212	JP 4/2 Truancy -Life Insurance	113
0-1282-412-00-068-002-1-220	JP 4/2 Truancy -FICA	10,961
0-1282-412-00-068-002-1-230	JP 4/2 Truancy -Retirement	12,921
0-1282-412-00-068-002-1-250	JP 4/2 Truancy -Unemployment Compensation	716
0-1282-412-00-068-002-1-260	JP 4/2 Truancy -Worker's Compensation	285
0-1282-412-00-068-002-1-581	JP 4/2 Truancy -In-County employee travel	982
0-1282-412-00-068-002-1-583	JP 4/2 Truancy -Out-of-County employee travel	4,696
0-1282-331-10-068-002-1-000	**Truancy Grant Revenue - JP 4/2**	**191,481**
0-1282-412-00-061-002-1-113	JP 1/1 Truancy -Salaries - F/T Employees	27,810
0-1282-412-00-061-002-1-211	JP 1/1 Truancy -Health Insurance	3,509
0-1282-412-00-061-002-1-212	JP 1/1 Truancy -Life Insurance	23
0-1282-412-00-061-002-1-220	JP 1/1 Truancy -FICA	2,127
0-1282-412-00-061-002-1-230	JP 1/1 Truancy -Retirement	2,509
0-1282-412-00-061-002-1-250	JP 1/1 Truancy -Unemployment Compensation	139
0-1282-412-00-061-002-1-260	JP 1/1 Truancy -Worker's Compensation	56
0-1282-331-10-061-002-1-000	**Truancy Grant Revenue - JP 1/1**	**36,173**
0-1282-412-00-062-002-1-113	JP 1/2 Truancy -Salaries - F/T Employees	27,810
0-1282-412-00-062-002-1-211	JP 1/2 Truancy -Health Insurance	3,509
0-1282-412-00-062-002-1-212	JP 1/2 Truancy -Life Insurance	23
0-1282-412-00-062-002-1-220	JP 1/2 Truancy -FICA	2,127
0-1282-412-00-062-002-1-230	JP 1/2 Truancy -Retirement	2,509
0-1282-412-00-062-002-1-250	JP 1/2 Truancy -Unemployment Compensation	139
0-1282-412-00-062-002-1-260	JP 1/2 Truancy -Worker's Compensation	56
0-1282-331-10-062-002-1-000	**Truancy Grant Revenue - JP 1/2**	**36,173**
0-1282-412-00-066-002-1-113	JP 3/2 Truancy -Salaries - F/T Employees	27,810
0-1282-412-00-066-002-1-211	JP 3/2 Truancy -Health Insurance	3,509
0-1282-412-00-066-002-1-212	JP 3/2 Truancy -Life Insurance	23
0-1282-412-00-066-002-1-220	JP 3/2 Truancy -FICA	2,127
0-1282-412-00-066-002-1-230	JP 3/2 Truancy -Retirement	2,509
0-1282-412-00-066-002-1-250	JP 3/2 Truancy -Unemployment Compensation	139
0-1282-412-00-066-002-1-260	JP 3/2 Truancy -Worker's Compensation	56
0-1282-331-10-066-002-1-000	**Truancy Grant Revenue - JP 3/2**	**36,173**
	TOTAL BUDGET INCREASE (DECREASE)	$ 300,000.00

REASON: Appropriation of funds for the Office of Juvenile Justice and Delinquency Prevention (OJJDP) - 2009 Truancy Grant contrac. This grant is to fund salaries, fringe benefits, and Travel expenses. Participating JP's: JP 1/1, 1/2, 3/2, and 4/2.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Truancy Grant FY 09
Budget Detail Worksheet
Proposal of a 0.842717 Year Program

A. Personnel:

Position	Computation	Total
Truancy Supervisor	$40,000 X 0.842717 Yrs	33,709
Case Manager II	$37,000 X 0.842717 Yrs	31,180
Case Manager II	$37,000 X 0.842717 Yrs	31,180
Case Manager I	$33,000 X 0.842717 Yrs	27,810
Case Manager I	$33,000 X 0.842717 Yrs	27,810
Case Manager I	$33,000 X 0.842717 Yrs	27,810
Truancy Clerk	$28,000 X 0.842717 Yrs	23,596
Truancy Clerk	$28,000 X 0.842717 Yrs	23,596

Personnel - Sub Total **226,691**

B. Fringe Benefits:

Type	Rate	Total (8)
Health Insurance	$4,164 X 8 People X 0.842717 Yrs	28,073
Life Insurance	$27 X 8 People X 0.842717 Yrs	182
FICA	226,691 X 7.65%	17,342
Retirement	226,691 X 9.02%	20,448
Unemployment Comp.	226,691 X 0.5%	1,133
Workers' Comp.	226,691 X 0.2%	453

Fringe Benefits - Sub Total **67,631**

Total Personnel & Fringes **294,322**

C. Travel:

Purpose of Travel	Travel Use	Total
Staff Training (2) - to Washington DC - Airfare	Airfare per person $1,476 X 2 People X 1 Trip	2,952
Staff Training (2) - to Washington DC - Meals	Meals per person $47 X 2 People X 4 Days X 1 Trip	376
Staff Training (2) - to Washington DC - Lodging	Lodging per person $228 X 2 People X 3 Days X 1 Trip	1,368
Other Travel - In County	In-County Travel to various schools 42 miles per week X 58.5 ¢ IRS Rate X 40 Weeks	982

Travel - Sub Total **5,678**

0.84 Yr **Total** **300,000**

* Grant Required

300,000

Budget Detail Worksheet by JP
(.8942717 of a year or 10 months)

		Yearly Salary	10 Month Salary 113	Health Insurance 211	Life Insurance 212	FICA 220	Retirement 230	Unemployment Comp. 250	WC 260
JP 4/2	Truancy Supervisor	40,000	33,709	3,510	23	2,579	3,041	168	67
JP 4/2	Case Manager II	37,000	31,180	3,509	23	2,385	2,812	156	62
JP 4/2	Case Manager II	37,000	31,180	3,509	23	2,385	2,812	156	62
JP 1/1	Case Manager I	33,000	27,810	3,509	23	2,127	2,509	139	56
JP 1/2	Case Manager I	33,000	27,810	3,509	23	2,127	2,509	139	56
JP 3/2	Case Manager I	33,000	27,810	3,509	23	2,127	2,509	139	56
JP 4/2	Truancy Clerk	28,000	23,596	3,509	22	1,806	2,128	118	47
JP 4/2	Truancy Clerk	28,000	23,596	3,509	22	1,806	2,128	118	47
		269,000	226,691	28,073	182	17,342	20,448	1,133	453
	ckeck		226,691	28,073	182	17,342	20,448	1,133	453
	diff		(0)	-	-	(0)	(0)	0	0

Summary

	113	211	212	220	230	250	260	Total
JP 4/2	143,261	17,546	113	10,961	12,921	716	285	185,803
JP 1/1	27,810	3,509	23	2,127	2,509	139	56	36,173
JP 1/2	27,810	3,509	23	2,127	2,509	139	56	36,173
JP 3/2	27,810	3,509	23	2,127	2,509	139	56	36,173
	226,691	28,073	182	17,342	20,450	1,133	453	294,322

AI-20954 **27.B.**

Approval of Period Extension - FY 08 Truancy Grant - OJJDP Earmarks
CC REGULAR

Date:	05/04/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	JP 4/2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval to extend grant period by one year for the OJJDP FY 08 Earmarks Programs - Truancy Program Grant Award with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) ($491,892.00).

BACKGROUND

OJJDP FY 08 Earmarks Programs
GMS Award 2008 -JL-FX-0556

Grant Period--> August 1, 2008 to July 31, 2010.
New Grant Period--> August 1, 2008 to July 31, 2011 (Pending approval by US DOJ).

The grant budget includes expenses relating to: salaries/fringe benefits, equipment, supplies, computers, training etc.
No local monies will be required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1282-412-0XX-002-0-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Grant period extension.

Grant available balance as of 4-29-10 $229,802.50

Dept.	JP	Available
061	1/1	26,840.12
062	1/2	35,793.26
066	3/2	20,230.74
068	4/2	146,938.38

Attachments

Link: Ext. request letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	04/29/2010 09:40 AM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 09:16 AM	APRV
3	Dale Kennan	Dale Kennan	04/30/2010 09:28 AM	APRV
4	Ivan Cantu	Ivan Cantu	04/30/2010 09:39 AM	APRV
5	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Manuel Chapa

Started On: 04/26/2010 04:14 PM

Final Approval Date: 04/30/2010

JUSTICE OF THE PEACE
HIDALGO COUNTY PCT. 4 PL. 2
MARY ALICE PALACIOS

April 23, 2010

Department of Justice
Office of Justice Programs
Office of Juvenile Justice and
Delinquency Prevention

Re: Award number: 2008-JL-FX-0556

To whom it may concern:

Our county received an award for a period August 1, 2008 through July 31, 2010. Unfortunately due to the award date of September 15, 2008 and an "opinion" of our local District Attorney, we were not able to utilize this grant until June 22, 2009. At this time, we are requesting an extension to the original grant period to cover the two years set by your department so that we may continue to help deter truancy and other minor offenses committed by student offenders.

Please advise as to the status of the award and if any actions are pending by my office. I look forward to resolving this matter as expeditiously as possible. Should you have any questions, feel free to contact my office at (956) 383-0921.

Respectfully submitted,

Judge Mary Alice Palacios
Justice of the Peace, Precinct 4 Place 2
Hidalgo County, Texas

AI-20953 **27.C.**

Approval of Period Extension - FY 09 Truancy Grant - OJJDP Earmarks

CC REGULAR

Date:	05/04/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	JP 4/2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval to extend grant period by one year for the OJJDP FY 09 Earmarks Programs - Truancy Program Grant Award with the U.S. Department of Justice - Office of Juvenile Justice and Delinquency Prevention (OJJDP) ($300,000.00).

BACKGROUND

OJJDP FY 09 Earmarks Programs
GMS Award 2009 -JL-FX-0183

Grant period--> August 1, 2009 to July 31, 2010.
New Grant period--> August 1, 2009 to July 31, 2011 (Pending approval by US DOJ).
The grant budget includes expenses relating to: salaries, fringe benefits, and travel.
No local monies will be required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Grant period Extension.
Available balance as of 4-29-10 $300,000.00

Attachments

Link: Ext. request letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	04/29/2010 09:40 AM	APRV
2	Budget & Management	Erika Zamora	04/30/2010 09:12 AM	APRV
3	Dale Kennan	Dale Kennan	04/30/2010 09:28 AM	APRV
4	Ivan Cantu	Ivan Cantu	04/30/2010 09:38 AM	APRV
5	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Manuel Chapa — Started On: 04/26/2010 04:07 PM

Final Approval Date: 04/30/2010

JUSTICE OF THE PEACE
HIDALGO COUNTY PCT. 4 PL. 2
MARY ALICE PALACIOS

April 23, 2010

Department of Justice
Office of Justice Programs
Office of Juvenile Justice and
Delinquency Prevention

Re: Award number: 2009-JL-FX-0183

To whom it may concern:

Our county received an additional award for a period August 1, 2009 through July 31, 2010. Unfortunately due to the award date of September 16, 2009 and notifications not being forwarded to our budget office, whose staff facilitated the application for the award, we have not been able to make use of the above award. Our Commissioner's Court recently accepted the grant at their February 8, 2010 meeting. We are hereby requesting an extension to the original grant period to cover the year set by your department so that we may continue to assist the developmental needs of truant students.

Please advise as to the status of the award and if any actions are pending by my office. I look forward to resolving this matter as expeditiously as possible. Should you have any questions, feel free to contact my office at (956) 383-0921.

Respectfully submitted,

Judge Mary Alice Palacios
Justice of the Peace, Precinct 4 Place 2
Hidalgo County, Texas

AI-20985 **27.D.1.**

2010 Unappropriation of funds for Parks Co. Wide (1210)

CC REGULAR

Date:	05/04/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Parks Co. Wide (1210):
Approval of 2010 unappropriation of funds for Parks Co. Wide (1210) in the amount of $30,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1210-452-00-120-002-0-899

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $30,000.00 for Parks Co. Wide (1210) to clear negative in Fund Balance.

Attachments

Link: Unappropriation Parks Co. Wide

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/28/2010 10:20 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/29/2010 10:32 AM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Erika Zamora Started On: 04/28/2010 09:29 AM

Final Approval Date: 04/30/2010

DATE: April 28, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Parks Co. Wide

ACCOUNT NUMBER: 0-1210-452-00-120-002-0-899

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

2010
Unappropriation

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
0-1210-452-00-120-002-0-899	Parks Co. Wide. - Contingency		(30,000.00)
	TOTAL BUDGET INCREASE (DECREASE)		**(30,000.00)**

REASON: To unappropriate funds for Parks Co. Wide. to clear negative fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21054 **27.D.2.**

BA for Constables Pct 2 & Pct 3

CC REGULAR

Date:	05/04/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Constables Pct 2 & 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Sub-category:	Budget Appropriations

Information

CAPTION

Constable Pct. #2:
a. Approval of 2010 budget appropriation for the Hidalgo County Constable's Office (Pct 2) portion of the Local Border Security Program (CJD) Grant (fund 1284) in the amount of $83,430.00.

Constable Pct. #3:
b. Approval of 2010 budget appropriation for the Hidalgo County Constable's Office (Pct 3) portion of the Local Border Security Program (CJD) Grant (fund 1284) in the amount of $162,360.00.

BACKGROUND

Approval of these items are pending AI-20966 under the Sheriff's Department:
1. Approval of Resolution for the Local Border Security Program Grant from Criminal Justice Division, Office of the Governor.
2. Approval of Certification of Revenues as certified by the County Auditor for the Local Border Security Program (CJD) Grant.

Fiscal Impact

Attachments

Link: 2010 BA for Const Pct 2 (1284)

Link: 2010 BA for Const. Pct. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	04/30/2010 04:56 PM	APRV
2	Rosalinda Cantu	Angela Garcia	04/30/2010 05:07 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Dale Kennan — Started On: 04/30/2010 04:11 PM

Final Approval Date: 04/30/2010

DATE: April 30, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Precinct 2
Constable's Office (1284)

ACCOUNT NUMBER: 0-1284-421-00-292-004-1-XXX

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2010
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-421-00-292-004-1-605	Constable Pct 2 - Local Border Security Grant - Uniforms	3,112.20
0-1284-421-00-292-004-1-611	Constable Pct 2 - Local Border Security Grant - Police Supplies	8,317.80
0-1284-421-00-292-004-1-741	Constable Pct 2 - Local Border Security Grant - Vehicles	72,000.00
0-1284-331-12-292-004-1-000	*Local Border Security Grant Revenue*	*83,430.00*
	TOTAL BUDGET INCREASE (DECREASE)	$ 83,430.00

REASON: To appropriate funding in the amount of $83,430.00 into Constable Pct 2 - Local Border Security Grant - Various accounts to cover expected expenditures related to this grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: April 30, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Precinct 3
Constable's Office (1284)

ACCOUNT NUMBER: 0-1284-421-00-293-013-1-XXX

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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
0-1284-421-00-293-013-1-113	Constable Pct 3 - Local Border Security Grant - Salary	58,878.00
0-1284-421-00-293-013-1-211	Constable Pct 3 - Local Border Security Grant - Health Ins.	1,106.00
0-1284-421-00-293-013-1-212	Constable Pct 3 - Local Border Security Grant - Life Ins.	
0-1284-421-00-293-013-1-220	Constable Pct 3 - Local Border Security Grant - FICA	5,034.44
0-1284-421-00-293-013-1-230	Constable Pct 3 - Local Border Security Grant - Retirement	5,780.31
0-1284-421-00-293-013-1-250	Constable Pct 3 - Local Border Security Grant - Unemployment	774.25
0-1284-421-00-293-013-1-260	Constable Pct 3 - Local Border Security Grant - Workers' Comp	0.00
0-1284-421-00-293-013-1-626	Constable Pct 3 - Local Border Security Grant - Fuel	15,045.00
0-1284-421-00-293-013-1-741	Constable Pct 3 - Local Border Security Grant - Vehicles	75,742.00
0-1284-331-12-293-013-1-000	*Local Border Security Grant Revenue*	*162,360.00*
	TOTAL BUDGET INCREASE (DECREASE)	$ 162,360.00

REASON: To appropriate funding in the amount of $162,360.00 into Constable Pct 3 - Local Border Security Grant - Various accounts to cover expected expenditures related to this grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21026 **28.A.4.**

Support & Maintenance Of Hidalgo County Phone System

CC REGULAR

Date:	05/04/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting authority to exercise the second year (of the four(4)-one(1)year) extension as provided in the current extended contract #E-09-249-05-26 for the Service and Maintenance Support of Hidalgo County Phone System (Shore Tel Direct Maintenance & Support)to include Shore Tel's upgraded pricing structure support catalog pricing for the renewal year to be effective as of June 17, 2010, and or in the alternative;
b. Requesting approval of the sixty (60) day grace period extension as provided in the current contract between Hidalgo County and Ruperto Lee Gonzalez dba Lava Concepts & Consulting so as to have no lapse in services while procurement process is completed, and
c. Requesting authority to advertise for "Support & Maintenance Service of Hidalgo County's Phone System" inasmuch as specifications and requirements will be modified.

BACKGROUND

IT Department's Director has been notified of upcoming contract's status (see attached response) Lava Concepts & Consulting has also been notified via certified mail and email(see attachment)

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:

No list provided to verify the funding. To be submitted on monday.

Attachments

Link: CONTRACT DOCUMENTATION
Link: SIXTY DAY EXTENSION REQUEST
Link: RENEWAL/EXTENSION LETTER (2ND YEAR)
Link: IT DEPT'S CORRESPONDENCE
Link: LAVA CONCEPT'S CORRESPONDENCE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	04/29/2010 01:24 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 03:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/30/2010 05:10 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Vangie Garcia Started On: 04/29/2010 09:25 AM

Final Approval Date: 04/30/2010

AI-17259 **42.A.0.**

Modification-contract #E-9-249-05-26-Ruperto Lee Gonzalez, dba, Lava Concepts & Consutling

CC REGULAR

Date: 09/08/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion and action on the following proposed modifications to the current contract between Hidalgo County and Ruperto Lee Gonzalez, dba, Lava Concepts & Consulting as approved Commissioners Court on May 26, 2009, to reflect the following;

a) Deletion of the acknowledgment letter which made reference to same rates; and,
b) Inclusion of the "New ShoreTel Pricing Structure Support Catalog Pricing" effective of July 1, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 110-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: New Pricing Structure Catalog Prices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/01/2009 11:28 AM	CREATED
1	Purchasing Department	Marty Salazar	09/02/2009 01:20 PM	APRV
2	Budget & Management	Erika Zamora	09/02/2009 01:33 PM	APRV
3	Rosalinda Cantu			PEND
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 09/01/2009 11:28 AM

From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Thursday, August 13, 2009 10:27 AM
To: edna.kirby@co.hidalgo.tx.us
Subject: FW: ShoreTel's Support Pricing Change

----- Forwarded Message ----
From: ShoreTel <marketing@shoretel.com>
To: lee@lavaconcepts.com
Sent: Wednesday, May 13, 2009 10:01:31 PM
Subject: ShoreTel's Support Pricing Change

If you are having trouble reading this email, read the online version.
Please do not reply to this email.

ShoreTel

May 11, 2009

Dear Partners,

As a follow-up to our January communication regarding upcoming support pricing changes, we have created a new support pricing structure which will go into effect on July 1, 2009*.

This is an important and comprehensive change to the pricing structure, so please read this letter and the accompanying FAQ document (Link) in their entirety.

We are all committed to the highest level of world-class customer satisfaction. In order to enable us to continue to invest aggressively in customer support and also to maintain strong support margins for ShoreTel and our partners, we are instituting this price adjustment.

Under our new pricing structure, all support pricing, whether Partner Support or Enterprise Support will be at a flat rate. Please note: ShoreWare Call Quality Monitor (CQM) will NOT be included in any new customer or renewing support agreements. Below, is a summary of the changes, and the attached FAQ document provides further detail.

Pricing change overview:

- Flat pricing structure
- Global approach
- Based on ShoreTel customer list price
- Support must contain at least hardware and software; no software-only contracts (unless grandfathered prior to April 1, 2009)
- Support pricing for phones is extended beyond five years
- Multiyear contract discounts still apply:10% for 3-year contracts; 15% for 5-year contracts

Enterprise Support on full support (hardware, software and phones) will be 11.5% of the customer list price for all components (20% standard partner discount).

Partner Support will be based on a set of controllable metrics, and rolled out in two phases. These metrics are based on CSAT scores and ShoreTel Technical Assistance Center (TAC) utilization; so partners have the opportunity to affect their price by managing and resolving issues before bringing them to ShoreTel.

- Full Partner Support (hardware, software and phones) will either be at 4%, 4.5% or 5% of customer list price for all components, based on your average TAC utilization and CSAT scores for a specific period
- Phase one will place all Certified and Certified Orange partners at 4%, the best pricing level
- During phase two the Partner Support price will be determined by TAC utilization and CSAT scores

Again, please read the accompanying FAQ document for more details and if you have any questions please contact your Client Services Manager.

Sincerely,

Walter Weisner
Vice President - Global Services

* Please note that ShoreTel reserves the right to modify these service offerings at any time.

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Manage your email subscriptions
Lee Gonzalez, Lava Concepts and Consulting is receiving this email at lee@lavaconcepts.com because you have provided your e-mail address to ShoreTel. View our Privacy Policy.

960 Stewart Drive
Sunnyvale, CA 94085 USA
(408) 331-3300

ShoreTel ShoreCare Enterprise Support Quote

Printed: 7/30/2009

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

Account Contacts:

Contact Name:	Title:	Phone:	Fax:	Email:
Juan De Leon	Network Administrator	(956) 292-7010 - 6004	(926) 292-7096	juan@co.hidalgo.tx.us
Eli Gracia	Telecom Mgr	(956) 292-7010	(956) 318-2152	eli.gracia@co.hidalgo.tx.us
* Renán Ramirez-Canto	Chief Information Officer	(956) 292-7010 - 6011	(956) 318-2152	renan@co.hidalgo.tx.us
* Stan Ramos	Tech III	(956) 292-7010	(956) 318-2152	stan.ramos@co.hidalgo.tx.us

* - *Denotes Authorized Contact*

Current Agreement and Entitlements:

Agreement: **Enterprise (1 Yr)**

CRC 7x24	Unlimited Access
Hardware Maintenance	Unlimited Access
Software Updates	Unlimited Access

ShoreTel Product Profile:

Qty		Serial Number:	Shipped:	Status:	Unit Cost:	PO# (if available)	Support Terms & Pricing: 1 Yr Amt
Additional Site License							
28	Additional Site License		10/22/08	Covered	0.00	51073-853	0.00
Total Additional Site License Purchased: **28**						Support for PRODUCTION items:	0.00
Distributed Voice Services Licence							
2	Distributed Voice Services Licence		7/12/06	Covered	995.00	1688	228.85
4	Distributed Voice Services Licence		10/17/05	Covered	995.00	1411 - release#3	457.70
Total Distributed Voice Services Licence Purchased: **6**						Support for PRODUCTION items:	685.55
ShoreGear 50 Switch							
1	ShoreGear 50 Switch	S50J08330CC806	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC807	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC808	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC80A	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC813	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC816	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81A	10/22/08	Covered	1,995.00	51073-853	229.43

ShoreTel ShoreCare Enterprise Support Quote

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100 N. Closner Blvd.
Edinburg, TX 78539
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Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

1	ShoreGear 50 Switch	S50J08330CC81C	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81D	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81E	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81F	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC821	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC822	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC828	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC82A	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC84D	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC85A	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC867	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC86C	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08360CCCBF	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7E6	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7E7	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F1	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F2	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F4	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F7	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7FC	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC804	10/22/08	Covered	1,995.00	51073-853	229.43

Total ShoreGear 50 Switch Purchased: **28**

Support for PRODUCTION items: 6423.90

ShoreGear 60/12 Switch

1	ShoreGear 60/12 Switch	12CM0426003AA0	8/5/04	Covered	2,995.00	040307 - Courthouse 1	344.43
1	ShoreGear 60/12 Switch	12CM0429003D2E	8/5/04	Covered	2,995.00	040307 - Courthouse 1	344.43
1	ShoreGear 60/12 Switch	12CM0442004806	12/20/04	Covered	2,995.00	040413 - JP Morales	344.43
1	ShoreGear 60/12 Switch	12CM043600416E	9/30/04	Covered	2,995.00	040354 - Constable Pct1	344.43
1	ShoreGear 60/12 Switch	12CM043600417E	9/30/04	Covered	2,995.00	040346 - County Electior	344.43

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Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

1	ShoreGear 60/12 Switch	12CM0436004174	9/30/04	Covered	2,995.00	040356 - JP L Garza	344.43
1	ShoreGear 60/12 Switch	12JC05400202A3	10/17/05	Covered	2,995.00	1411 - release#3	344.43
1	ShoreGear 60/12 Switch	12JC05400202A7	10/17/05	Covered	2,995.00	1411 - release#3	344.43
1	ShoreGear 60/12 Switch	12CM0510005B26	5/31/05	Covered	2,995.00	1411	344.43
1	ShoreGear 60/12 Switch	12CM0510005B36	5/31/05	Covered	2,995.00	1411	344.43

Total ShoreGear 60/12 Switch Purchased: **10**

Support for PRODUCTION items: 3444.25

ShoreGear-24 Switch

1	ShoreGear-24 Switch	24CM051400604A	5/31/05	Covered	4,995.00	1411	574.43
1	ShoreGear-24 Switch	24CM0514006052	5/31/05	Covered	4,995.00	1411	574.43
1	ShoreGear-24 Switch	24JC05420205FD	12/12/05	Covered	4,995.00	1540	574.43
1	ShoreGear-24 Switch	24JC0547020E13	12/12/05	Covered	4,995.00	1540	574.43
1	ShoreGear-24 Switch	24CM0448004BE8	12/20/04	Covered	4,995.00	040414 - Budget Office	574.43
1	ShoreGear-24 Switch	24JC062103BC50	7/12/06	Covered	4,995.00	1688	574.43
1	ShoreGear-24 Switch	24JC062103BC54	7/12/06	Covered	4,995.00	1688	574.43
1	ShoreGear-24 Switch	24JC062103BCBE	7/12/06	Covered	4,995.00	1688	574.43
1	ShoreGear-24 Switch	24CM051700621C	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM052100647A	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006482	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006486	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006488	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM052100648E	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006490	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006494	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM05210064D8	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM05210064DA	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM05210064E0	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24JC08470E6106	2/26/09	Covered	4,995.00	51073-221905	574.43
1	ShoreGear-24 Switch	24CM0429003CB8	9/30/04	Covered	4,995.00	040346 - County Electior	574.43
1	ShoreGear-24 Switch	24CM425003A2A	8/5/04	Covered	4,995.00	040307 - Courthouse 1	574.43

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135 Paseo Del Prado
Edinburg, TX 78539
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Main Fax: (877) 793-5282

1	ShoreGear-24 Switch	24CM425003850	8/5/04	Covered	4,995.00	040307 - Courthouse 1	574.43
1	ShoreGear-24 Switch	24CM425003A02	8/5/04	Covered	4,995.00	040307 - Courthouse 1	574.43

Total ShoreGear-24 Switch Purchased: **24**

Support for PRODUCTION items: 13786.20

ShoreGear-40 Switch

1	ShoreGear-40 Switch	08CM043900434A	9/24/04	Covered	1,995.00	040341	229.43
1	ShoreGear-40 Switch	08CM043900438A	9/30/04	Covered	1,995.00	040357 - JP Contreras	229.43
1	ShoreGear-40 Switch	08JC053401F6FF	10/17/05	Covered	1,995.00	1411 - release#3	229.43
1	ShoreGear-40 Switch	08JC061803B636	7/12/06	Covered	1,995.00	1688	229.43
1	ShoreGear-40 Switch	08JC061803B666	7/12/06	Covered	1,995.00	1688	229.43
1	ShoreGear-40 Switch	08JC061803B66C	7/12/06	Covered	1,995.00	1688	229.43
1	ShoreGear-40 Switch	08CM05090058BE	5/31/05	Covered	1,995.00	1411	229.43
1	ShoreGear-40 Switch	08CM051800629C	5/31/05	Covered	1,995.00	1411	229.43
1	ShoreGear-40 Switch	08JC0650057C9F	12/27/06	Covered	1,995.00	50274-1872	229.43

Total ShoreGear-40 Switch Purchased: **9**

Support for PRODUCTION items: 2064.83

ShoreGear-T1 Switch

1	ShoreGear-T1 Switch	T1JC061003A866	7/7/06	Covered	3,495.00	1689	401.93
1	ShoreGear-T1 Switch	T1CM04380042CE	9/29/04	Covered	3,995.00	Purchased RMA	401.93
1	ShoreGear-T1 Switch	T1CJ053201F649	10/7/05	Covered	3,995.00		401.93
1	ShoreGear-T1 Switch	T1JC053401F79F	10/17/05	Covered	3,995.00	1411 - release#3	401.93
1	ShoreGear-T1 Switch	T1JC053401F7B7	10/17/05	Covered	3,995.00	1411 - release#3	401.93
1	ShoreGear-T1 Switch	T1JC053401F7E1	10/17/05	Covered	3,995.00	1411 - release#3	401.93
1	ShoreGear-T1 Switch	T1CM04380041F4	9/30/04	Covered	3,995.00	040346 - County Electior	401.93
1	ShoreGear-T1 Switch	T1CM0429003C6E	8/5/04	Covered	3,995.00	040307 - Courthouse 1	401.93
1	ShoreGear-T1 Switch	T1CM0249003C62	8/5/04	Covered	3,995.00	040307 - Courthouse 1	401.93
1	ShoreGear-T1 Switch	T1JC08210CB5DF	10/22/08	Covered	3,495.00	51073-853	401.93
1	ShoreGear-T1 Switch	T1JC08210CB629	10/22/08	Covered	3,495.00	51073-853	401.93
1	ShoreGear-T1 Switch	T1JC08210CB66D	10/22/08	Covered	3,495.00	51073-853	401.93

Total ShoreGear-T1 Switch Purchased: **12**

Support for PRODUCTION items: 4823.16

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Exchange Rate: 1.000

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135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

ShorePhone 560

10	ShorePhone 560	9/30/04	Not Covered	429.00	040348 - JP Saenz	0.00
6	ShorePhone 560	8/20/04	Not Covered	429.00	040323 - 93rd Court Dist	0.00
15	ShorePhone 560	9/30/04	Not Covered	429.00	040346 - County Electior	0.00
6	ShorePhone 560	9/24/04	Not Covered	429.00	040341 - JP Trevino Swi	0.00
3	ShorePhone 560	11/17/04	Not Covered	429.00	040353 - Constable Pct1	0.00
5	ShorePhone 560	11/17/04	Not Covered	429.00	040358 - JP Jackson	0.00
2	ShorePhone 560	10/8/04	Not Covered	429.00	040351 - Constable Pct3	0.00
5	ShorePhone 560	1/26/05	Not Covered	429.00	040452 - Master Court #	0.00
29	ShorePhone 560	1/26/05	Not Covered	429.00	040451 - 370th Dist Cou	0.00
5	ShorePhone 560	1/26/05	Not Covered	429.00	040450 - 389th Dist Cou	0.00
4	ShorePhone 560	11/17/04	Not Covered	429.00	040352 - Constable Pct3	0.00
3	ShorePhone 560	12/17/04	Not Covered	429.00	040411 - Info Tech Dept	0.00
10	ShorePhone 560	11/29/04	Not Covered	429.00	040394 - Drainage Dept	0.00
4	ShorePhone 560	11/29/04	Not Covered	429.00	040386 - Planning & Zor	0.00
55	ShorePhone 560	8/5/04	Not Covered	429.00	040307 - Courthouse 1	0.00
5	ShorePhone 560	11/17/04	Not Covered	429.00	040359 - JP Espinosa	0.00
42	ShorePhone 560	1/26/05	Not Covered	429.00	040449 - IP Tel	0.00
25	ShorePhone 560	7/7/06	Not Covered	349.00	1689	0.00
200	ShorePhone 560	5/31/05	Not Covered	429.00	1411	0.00
23	ShorePhone 560	10/8/04	Not Covered	429.00	040351	0.00
1	ShorePhone 560	9/30/04	Not Covered	429.00	040354 - Constable Pct1	0.00
5	ShorePhone 560	9/30/04	Not Covered	429.00	040355 - JP Ochoa	0.00
5	ShorePhone 560	9/30/04	Not Covered	429.00	040356 - JP L Garza	0.00
3	ShorePhone 560	9/30/04	Not Covered	429.00	040357 - JP Contreras	0.00
11	ShorePhone 560	12/20/04	Not Covered	429.00	040414 - Budget Office	0.00
1	ShorePhone 560	12/20/04	Not Covered	429.00	040413 - JP Morales	0.00
5	ShorePhone 560	12/20/04	Not Covered	429.00	040412 - 370th Distric C	0.00
7	ShorePhone 560	2/28/05	Not Covered	429.00	040496 - Tax Assessor	0.00

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5	ShorePhone 560	1/26/05	Not Covered	429.00	040453 - 206th Dist Cou	0.00
4	ShorePhone 560	12/20/04	Not Covered	429.00	040416 - Tax Assess/ C	0.00
44	ShorePhone 560	12/20/04	Not Covered	429.00	040415 - County Clerk	0.00

Total ShorePhone 560 Purchased: **548**

Support for PRODUCTION items: 0.00

Shorephone BB24

1	Shorephone BB24	6/3/09	Not Covered	299.00	51073-221-801	0.00
12	Shorephone BB24	11/7/05	Not Covered	349.00	1522	0.00

Total Shorephone BB24 Purchased: **13**

Support for PRODUCTION items: 0.00

Shorephone IP110

12	Shorephone IP110	11/7/05	Not Covered	149.00	1522	0.00

Total Shorephone IP110 Purchased: **12**

Support for PRODUCTION items: 0.00

Shorephone IP230 Black

100	Shorephone IP230 Black	3/8/09	Not Covered	259.00	51073-221-909	0.00
180	Shorephone IP230 Black	10/22/08	Not Covered	259.00	51073-853	0.00

Total Shorephone IP230 Black Purchased: **280**

Support for PRODUCTION items: 0.00

Shorephone IP560 Black

100	Shorephone IP560 Black	4/16/07	Not Covered	349.00	1411	0.00
100	Shorephone IP560 Black	7/12/06	Not Covered	349.00	1688	0.00
7	Shorephone IP560 Black	9/11/06	Not Covered	349.00		0.00
3	Shorephone IP560 Black	10/30/06	Not Covered	329.00		0.00
500	Shorephone IP560 Black	10/17/05	Not Covered	429.00	1411 - release#3	0.00
9	Shorephone IP560 Black	12/27/06	Not Covered	329.00	50274-1872	0.00

Total Shorephone IP560 Black Purchased: **719**

Support for PRODUCTION items: 0.00

Shorephone IP560 Silver

25	Shorephone IP560 Silver	10/23/07	Not Covered	349.00	50728-1227	0.00

Total Shorephone IP560 Silver Purchased: **25**

Support for PRODUCTION items: 0.00

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ShoreWare Client: Operator Call Manager

10	ShoreWare Client: Operator Call Manage	7/12/06	Covered	595.00	1688	684.25

Total ShoreWare Client: Operator Call Manager Purchased: **10**

Support for PRODUCTION items: 684.25

ShoreWare Client: Supervisor Call Manager

80	ShoreWare Client: Supervisor Call Mana	10/17/05	Covered	795.00	1411 - release#3	7314.00

Total ShoreWare Client: Supervisor Call Manager Purchased: **80**

Support for PRODUCTION items: 7314.00

ShoreWare Extension & Mailbox Client

55	ShoreWare Extension & Mailbox Client	8/5/04	Covered	200.00	040307 - Courthouse 1	1265.00
500	ShoreWare Extension & Mailbox Client	10/17/05	Covered	200.00	1411 - release#3	11500.00
25	ShoreWare Extension & Mailbox Client	10/23/07	Covered	200.00	50728-1227	575.00
100	ShoreWare Extension & Mailbox Client	7/12/06	Covered	200.00	1688	2300.00
100	ShoreWare Extension & Mailbox Client	4/16/07	Covered	200.00	1411	2300.00
6	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040453 - 206th Dist Cou	138.00
7	ShoreWare Extension & Mailbox Client	2/28/05	Covered	200.00	040496 - Tax Assessor	161.00
200	ShoreWare Extension & Mailbox Client	5/31/05	Covered	200.00	1411	4600.00
25	ShoreWare Extension & Mailbox Client	7/7/06	Covered	200.00	1689	575.00
28	ShoreWare Extension & Mailbox Client	5/31/05	Covered	200.00	1411	644.00
9	ShoreWare Extension & Mailbox Client	12/27/06	Covered	200.00	50274-1872	207.00
42	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040449 - IP Tel	966.00
12	ShoreWare Extension & Mailbox Client	10/7/05	Covered	200.00		276.00
1	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040413 - JP Morales	23.00
11	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040414 - Budget Office	253.00
44	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040415 - County Clerk	1012.00
4	ShoreWare Extension & Mailbox Client	11/29/04	Covered	200.00	040386 - Planning & Zor	92.00
3	ShoreWare Extension & Mailbox Client	12/17/04	Covered	200.00	040411 - Info Tech Dept	69.00
5	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040412 - 370th Distric C	115.00
4	ShoreWare Extension & Mailbox Client	11/17/04	Covered	200.00	040352 - Constable Pct3	92.00
1	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040354 - Constable Pct1	23.00

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6	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040452 - Master Court #	138.00
29	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040451 - 370th Dist Cou	667.00
7	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040450 - 389th Dist Cou	161.00
10	ShoreWare Extension & Mailbox Client	11/29/04	Covered	200.00	040394 - Drainage Dept	230.00
4	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040416 - Tax Assess/ C	92.00
5	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040355 - JP Ochoa	115.00
3	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040357 - JP Contreras	69.00
5	ShoreWare Extension & Mailbox Client	11/17/04	Covered	200.00	040359 - JP Espinosa	115.00
5	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040356 - JP L Garza	115.00
6	ShoreWare Extension & Mailbox Client	9/24/04	Covered	200.00	040341 - JP Trevino Swi	138.00
10	ShoreWare Extension & Mailbox Client	9/27/04	Covered	200.00	040530 - County Electior	230.00
15	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040346 - County Electior	345.00
6	ShoreWare Extension & Mailbox Client	8/20/04	Covered	200.00	040323 - 93rd Court Dist	138.00
28	ShoreWare Extension & Mailbox Client	10/22/08	Covered	200.00	51073-853	644.00
Total ShoreWare Extension & Mailbox Client Purchased: 1,321					Support for PRODUCTION items:	30383.00

ShoreWare Extension Only Client

152	ShoreWare Extension Only Client	10/22/08	Covered	140.00	51073-853	2447.20
18	ShoreWare Extension Only Client	12/12/05	Covered	140.00	1540	289.80
1	ShoreWare Extension Only Client	2/28/05	Covered	140.00	040496 - Tax Assessor	16.10
100	ShoreWare Extension Only Client	10/17/05	Covered	140.00	1411 - release#3	1610.00
Total ShoreWare Extension Only Client Purchased: 271					Support for PRODUCTION items:	4363.10

ShoreWare Server Software

1	ShoreWare Server Software	10/7/05	Covered	0.00		0.00
1	ShoreWare Server Software	8/5/04	Covered	0.00	040307 - Courthouse 1	0.00
Total ShoreWare Server Software Purchased: 2					Support for PRODUCTION items:	0.00

ShoreWare SoftPhone

30	ShoreWare SoftPhone	8/5/04	Covered	150.00	040307 - Courthouse 1	517.50
Total ShoreWare SoftPhone Purchased: 30						

ShoreTel ShoreCare Enterprise Support Quote

Printed: 7/30/2009

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

Support for PRODUCTION items:	517.50	
Subtotal for ShoreCare Enterprise:	$74,489.74	
Lava Concepts Discount to Hidalgo:		$7,448.97
Plus ShoreCare Reinstatement Fee*:		
Amount to Renew PRODUCTION equipment:	$67,040.77	
	1 Yr Amt	

* - ShoreTel charges a 20% surcharge on year 1 support fees for all reinstated ShoreCare agreements, or for agreements renewed after their expiration date.

Please Note: By law, ShoreTel is required to charge Sales Tax on all support contracts. This is because software updates are provided by ShoreTel, Inc. as part of the annual support agreement. The software updates portion of the ShoreCare support agreement does not contain VSOE (eg fair market value for that portion) and cannot be broken out separately, and therefore by law, ShoreTel must collect sales tax on the entire support amount. All appropriate State, County, and City taxes will be applied at the time of invoicing.

ShoreTel ShoreCare Enterprise Support Quote

Printed: 7/30/2009

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
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Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

Contract Admin Comments: ***Enterprise Support ~ No Phones***

Please accept this signed ShoreCare Service Profile Quote as my purchase order for:
(Please check the appropriate term)

ShoreCare - One Year Term for $74489.74
10/1/2009 through *9/30/2010*

I have reviewed the attached ShoreTel System configuration and understand that only the products and equipment shown on the configuration list with the status of "Covered" will be supported by ShoreTel, Inc. and that equipment noted with a status of "Not Covered" will not be covered under a ShoreCare Service Agreement. I understand that by renewing my ShoreCare Enterprise Agreement I am agreeing to the ShoreCare Enterprise Support Agreement Addendum attached. Support quotes are based on the software and hardware configurations provided by the Partner. The Partner is solely responsible for the accuracy of the configuration and the collection of support fees from Partner's customers. Support quotes are final upon receipt by ShoreTel of a copy executed by the Partner. ShoreTel will not provide a refund or credit for an executed support quote if the configuration was inaccurate or Partner was unable to collect the applicable support fees from its Customer.

PO Number to reference for billing purposes: _____

Signature _____
Date

Print Name _____

ShoreTel ShoreCare Enterprise Support Quote

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

ShoreCare Enterprise Service Consists of:

ShoreCare Feature	Enterprise Program Provides
Technical Assistance Center (TAC)	
• Hours of Service	7 x 24
• After Hours	1 hour response
• Authorized Contacts	Up to Four Contacts may be designated
ShoreCare Web Access	
• Access the ShoreCare Web Center	Yes
• Case Management	Yes
• Knowledgebase	Yes
QuickStart Education Services	
Web-based End-user Training	Yes
✧ Number of Students	16
Web-based System Administrator Training	Yes
✧ Number of Students	8
Software Subscription Services	
• Software Updates	Yes
• Published Patches and Fixes	Yes
ShoreGear Switch Hardware Maintenance Services	
• Extended Warranty	Yes
• Advanced Exchange	Yes
• Delivery Method	Next Business Day Delivery
ShorePhone IP Telephone Hardware Maintenance Services	
• Extended Warranty	Yes
• Advanced Exchange	Yes
• Delivery Method [1,2]	Ground Delivery
	[1] Additional fee applicable for expedited handling
	[2] Requestor responsible for shipping charges for shipping method other than ground

Locator Code: 1-8DAJY
Rev: 0709mw

AI-15606 **12.B.**

Renewal/Extension for "Service & Maintenance Of Hidalgo County Phone System (Shore Tel Direct Maintenace & Support)

CC CONSENT

Date:	05/26/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Presentation for discussion and clarification on contract with Ruperto Lee Gonzalez dba Lava Concepts & Consulting to reflect vendor as a "Individual Sole Proprietor" (as reflected in W-9 Form) and not as a "Texas Corporation" as inadveratly stated.

2. Requesting authority to exercise the first year (of the four (4)-one (1) year) extension as provided in the current contract #08-152-06-17-Service & Maintenance Of Hidalgo County Phone System (Shore Tel Direct Maintenance & Support), under the same rates, terms and conditions with Ruperto Lee Gonzalez, dba, Lava Concepts & Consulting with renewal/extension effective: June 17, 2009 through June 16, 2010.

BACKGROUND

Please see correspondence to IT Department and Lava Concepts informing them of the renewal/extension notice.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Available Balance as of 5-21-09 $75,729.97

Attachments

Link: Extension Letter

Link: Correspondence

Link: Contract Information

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/20/2009 09:08 AM	CREATED
1	Purchasing Department	Marty Salazar	05/20/2009 04:26 PM	APRV
2	Budget & Management	Veronica Lopez	05/21/2009 07:53 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/21/2009 08:50 AM	APRV

PURCHASING DEPARTMENT
County Of Hidalgo

May 11, 2009

Mr. Rupeto Lee Gonzalez
dba Lava Concepts & Consulting
3909 Warbler Avenue
McAllen, Texas 78504

Re: Renewal/Extension On: C-08-152-06-17
Service & Maintenance Of Hidalgo County Phone System
(Shore Tel Direct Maintenance & Support)

Dear Mr. Gonzalez:
Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting on, Tuesday, May 19, 2009 to exercise first of four (4)-one (1) year extension as provided in current contract #C-08-152-06-17-"Service & Maintenance Of Hidalgo County Phone System (Shore Tel Direct Maintenance & Support)" under the same rates, terms and conditions. Renewal/Extension date effective as of June 17, 2009 terminating, June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than 10:00 a.m., Tuesday, May 12, 2009, via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

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.

By: _____ Date: 5/15/2009

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-152-06-17

THIS CONTRACT is made and entered into this **17th** day of **June, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Rupert Lee Gonzalez** d/b/a **LAVA Concepts & Consulting** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Service and Maintenance of Hidalgo County Phone System" (on an as needed basis) and company intends to utilize the Shore Tel direct maintenance and support** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within **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 one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for or up to an additional four (4) one (1) year term. 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 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 employment of Company who operate such 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 vehicles in providing the Services.

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

invoice submitted by Company.

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

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

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

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

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

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

to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Rupert Lee Gonzalez d/b/a**
LAVA Concepts & Consulting
3908 Warbler Avenue
McAllen, Texas 78504

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 17th day of June, **2008.**

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
~~Atlas & Hall, LLP~~

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Ruperto Lee Gonzlaez d/b/a LAVA Concepts & Consulting

By: _____

Printed Name: Ruperto Lee Gonzalez

Title: Owner

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY REQUEST FOR PROPOSALS
"SUPPORT & MAINTENANCE OF HIDALGO COUNTY PHONE SYSTEM"
BID NO: 2008-152-04-23-LRM

OVERVIEW:

TO PROVIDE support and equipment on an **as needed basis** to Hidalgo County Phone System for 12 months with the option to renew for four (4) additional one (1) year terms. County of Hidalgo is seeking to expand their existing ShoreTel Voice Communications Systems.

a) **SCOPE OF SERVICES AND RESPONSIBILITIES**: Vendor must be an authorize ShoreTel distributor.

1) Price for ShoreTel ShoreCare Enterprise Support for the following equipment count:

ShoreTel ShoreGears:	
ShoreGear 40/8	9
ShoreGear 60/12	10
ShoreGear 120/24	23
ShoreGear T1	9
ShoreWare Application Server:	
Extension & Mailbox License	1,268
Extension-only License	119
Softphone License	30
Distributed Voice Services License	6
ShoreTel Call Managers:	
Personal Call Manager	1,387
Operator Call Manager	10
Supervisor Call Manager	80

a) As an option include a price for ShoreTel ShoreCare Enterprise support for the following equipment:

ShorePhone Telephones:	
ShorePhone IP 110 – Black	12
ShorePhone IP560 – Black	1,267
ShorePhone BB 24 – Black	12

2) The County is also interested in purchasing additional ShoreTel equipment. **NOTICE TO SUBMITTER: Submitter** should submit pricing based upon the following equipment specifications to be purchased **on an as needed basis:**

[redacted]	Item Name
10142	ShoreGear 40/8
10168	ShoreGear 60/12
10134	ShoreGear 120/24
10259	ShoreGear 50
10260	ShoreGear 90
10144	ShoreGear T1
10261	ShoreGear 220T1

10229	ShoreGear 220T1A
10177	ShorePhone IP 110 - Black
10216	ShorePhone IP 115 - Silver (requires v7.5 software)
10217	ShorePhone IP 115 - Black (requires v7.5 software)
10199	ShorePhone IP212k - Silver
10198	ShorePhone IP212k - Black
10197	ShorePhone IP230 - Silver
10196	ShorePhone IP230 - Black
10218	ShorePhone IP 265 - Silver (requires v7.5 software)
10219	ShorePhone IP 265 - Black (requires v7.5 software)
10148	ShorePhone IP560 - Silver
10156	ShorePhone IP560 - Black
10203	ShorePhone IP560g - Silver
10204	ShorePhone IP560g - Black
10220	ShorePhone IP565 - Silver (requires v7.5 software)
10221	ShorePhone IP565 - Black (requires v7.5 software)
10174	ShorePhone BB 24 - Silver
10175	ShorePhone BB 24 - Black
10274	ShorePhone IP8000 - Conference Phone
10269	ShorePhone Gig Power Adaptor 10/100/1000
10126	ShorePhone AP100 (minimum 3)
29122	ShoreTel 7.0 Software (Controlled Release)
29123	ShoreTel 7.5 Software (Controlled Release)
30035	Extension & Mailbox License
30039	Extension-only License
30040	Mailbox-only License
30006	Softphone License
30043	SIP Trunk Software License
30044	Additional Site License
30049	ShoreTel TAPI Application Server License
30048	ShoreTel Remote Web Reporting License
10243	Base Unit, Conference Bridge, Max 48 Ports
10244	Enhanced, Conference Bridge, Max 96 Ports
10245	Base, Audio Conference SW with 12 Ports
10246	Base, Audio & Web Conference SW with 12 Ports
10247	Add-on, Audio Conference SW (12 Ports)
10248	Add-on, Audio & Web Conference SW (12 Ports)
10249	Base, Conference Bridge Upgrade, 1st 12 Web Ports
10250	Base, Conference Bridge Upgrade, additional 12 Web Ports
10251	Upgrade, 12 Document Ports to Application Sharing
30001	Personal Call Manager
40002	Operator Call Manager
40003	Agent Call Manager
40004	Supervisor Call Manager
30051	Mobile Call Manager (requires ShoreTel v7.5 or later)
10195	IP110 / 115 / BB24 Wall Mount Kit
10211	IP212k/ 230/ 265 Wall Mount Kit
10169	IP560 Wall Mount Kit

(NO SUBSTITUTIONS WILL BE ACCEPTED)

II. GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

1) Hidalgo County is requesting that sealed proposals be routed to
Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	Physical Location:
2812 S. Business Hwy 281. **Hidalgo County New Administration Building** **Edinburg, Texas 78539**	**2802 S. Business Hwy. 281** **Hidalgo County New Administration Building** **(Southeast of Canton Rd & Business 281)** **Edinburg, Texas 78539**

2) **BOND REQUIREMENTS:** the following bond requirements are applicable for this project:

Bid Bond	YES
Performance Bond	YES
Payment Bond	YES

Reference NO 18 eighteen on Hidalgo County Legal Notice pertaining to bonds.

3) **QUESTIONS AND ANSWERS:** WRITTEN QUESTION WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, January 30, 2008, at 5:00 p.m. at (956) 318-2629. Response will be sent to all applicants via facsimile by Friday, February 1, 2008. TELEPHONE AND EMAIL INQUIREIS WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT: Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying 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-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and nine (9) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the administrator understands 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.

REQUIREMENTS:

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. Information regarding the firm's credentials, education and experience with Training Equipment Operator's projects is required and

will be scored accordingly during the evaluation process. The attached questionnaire needs to be completely answered.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS, and HIDALGO COUNTY that you possess that deem you as a qualified provider. The consulting services firm(s) should add copies of their Professional Liability Insurance.

QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED. DO NOT LEAVE BLANKS AND FILL IN N/A IF NON-APPLICABLE.

1. How many years of experience has your business had, on support & maintenance for ShoreTel equipment?

   i. 1 year

2. List years of experiences on those technicians that will be assigned to assist Hidalgo County on support & maintenance

   ii. 1 year minimum experience

   iii. 1 year maximum experience

3. List Similar accomplished installations of ShoreTel Equipment within a governmental Entity or Private Sector

   a) 1 year - Doctor's Hospital at Renaissance

   b) _____

   c) _____

   d) _____

   e) _____

4. How many experienced technicians will be assigned to Hidalgo County

   a) 2

* The following numbers are for installation only. Support will be provided by the Shoreted Enterprise Support Team.

SECTION II – RFP REQUIREMENTS

UNDERSTANDING OF THE PROJECT

Thank you for offering Lava Concepts & Consulting the opportunity to prepare a proposal estimate for you. I am confident that I can make your project a complete success. Lava Concepts & Consulting brings the knowledge, experience, planning, implementation, training and support to implement you project quickly, with minimal interruption to maximize your return on investment.

Because of my expertise and extensive knowledge of the ShoreTel VOIP solution and the architecture and design process, I can offer Hidalgo County a smooth transition in implementing a VOIP phone solution. I can provide both ShoreTel Enterprise Support and hardware solutions, including consultation and installation of hardware.

Lava Concepts & Consulting offers local representation that can address the needs of Hidalgo County. Lava Concepts can offer onsite analysis, as well as, the ability to respond to emergency situations. My office is located just fifteen minutes from both the courthouse and annex building of Hidalgo County. I can assist with critical support issues when an onsite presence is needed or requested. Lava Concepts & Consulting can provide disaster recovery solutions, and will be accessible during critical times of crisis.

COMPANY HISTORY

Since 1988, I have been involved with computer programming on various levels. At the age of 17, as a senior in high school, I wrote my first computer program and sold it to Finery Design, a maquiladora company in the McAllen Foreign Trade Zone. The program was an inventory system that provided automated inventory replenishment based on new and current orders in production. This helped set the stage for a career in the programming field. My work and expertise consists of database programming for maquiladoras and private industry, which included invaluable experiences with companies such as, L & F Distributors and Ticket Master in the Rio Grande Valley. While at Ticket Master, I served as the lead programming engineer in the development and implementation of HERMES, their automated ticket ordering system. In 2002, I began consulting projects in the areas of finance, accounting, accounts payable, accounts receivable, fixed assets and payroll. I currently provide financial software consulting for Hidalgo and Starr County, as well as many school districts throughout the Valley. I have implemented many projects for Starr County including the design, implementation and training of the employee leaves system and direct deposit module for payroll. I also provide extensive support for Rio Grande City Consolidated Independent School District, where I have improved their day to day processes in all areas of finance, as well as, providing custom reports and I have been involved in many projects in the areas of finance and payroll.

Lava Concepts & Consulting currently provides the hardware for Hidalgo County's TAAP solution and has been involved in the development process between the hardware and software interface. Lava Concepts has also demonstrated the ability to sell, plan, implement, install, and provide support for the ShoreTel VOIP solution, with a full design plan for Doctor's Hospital at Renaissance. DHR currently has deployed solutions for there Women's Hospital, Behavioral Hospital, Oncology Center, and several remotes sites. Lava is the sole provider for all of DHR's VOIP solution needs.

PERSONNEL AND STAFFING

I am the sole employee of Lava Concepts & Consulting and will be providing all services needed to implement this project.

Again, thank you for the opportunity to present my proposed solution. Lava Concepts & Consulting provides full service deployment, detailed training and support, with an ongoing commitment of excellence in quality, service, and value. I look forward to the opportunity to show you the creativity, expertise and commitment I have to solving your business needs.

EXHIBIT "B"
VENDOR'S PROPOSAL

PURCHASING DEPARTMENT
County Of Hidalgo

Ruperto Lee Gonzalez, Owner
LAVA Concepts & Consulting
3908 Warbler Avenue
McAllen, Tx 78504

Re: *Negotiation and/or Clarification-RFP-2008-152-02-13-LRM - Support & Maintenance of Hidalgo County Phone System-Hidalgo County*

Mr. Gonzalez,

Pursuant to our negotiations meeting held on Friday, June 6, 2008 regarding the referenced RFP, we are hereby requesting further negotiation and/or clarification of the following: Please respond by acknowledging with AGREE or DISAGREE and or, ALTERNATE OFFER. (All responses will become part of the final negotiated contract document as exhibits).

1) Lava Concepts & Consulting will provide Hidalgo County with a Shore Tel Enterprise Agreement for the direct maintenance and support for Hidalgo County Shore Tel phone system and equipment. After award Lava Concepts & Consulting agrees to submit a Shore Tel Enterprise Agreement between Lava and Shore Tel for the direct maintenance and support of Hidalgo County Phone System.

Agree _____ Disagree _____ or, Alternate Offer ✓

See Attached

2) In the event, the County of Hidalgo chooses to extend its sole option to exercise a one (1) year option to renew/extend (for up to four (4) additional one (1) year terms), the County of Hidalgo requests a fixed fee commitment of $ 46,859.77 from Lava Concepts & Consulting on an annual amount basis. In addition, if Shore Tel fails to respond, Lava Concepts will commit to a two (2) hour service response time when requested by Hidalgo County.

Agree _____ Disagree _____ or, Alternate Offer ✓

See Attached

Response to this negotiations/clarification is due by no later than 3:00 P.M., June 12, 2008 to via email leticiaiovenz@co.hidalgo.tx.us and facsimile to (956) 318-2629.

Thank you for your prompt attention and cooperation to this important matter. Should you have any questions or require additional information, please do not hesitate to call me at (956) 292-7000 x-4861.

Respectfully,

Leticia H. Iovenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: Ramon Ramirez, IT Director — reagn@co.hidalgo.tx.us
Martha Salazar, CPPB/Purchasing Agent — Martha.salazar@co.hidalgo.tx.us
Ramon Vela, Asst. Purchasing Agent — ramon.vela@co.hidalgo.tx.us
Laura Renteria-Moya, Buyer II — laura.moya@co.hidalgo.tx.us
File

Leticia,

The following are my responses to the *Negotiation and/or Clarification-RFP-2008-152-02-13-LRM-Support & Maintenance of Hidalgo County Phone System-Hidalgo County:*

1) I will provide a ShoreCare Enterprise Support Agreement, which will include my Company Information on page 3 of the agreement.
2) I will not commit to a fixed fee commitment. My proposal includes prices for a one year, three year, or five year commitment from Hidalgo County for existing equipment. In order to receive the three or five year reduced prices, Hidalgo County would have to commit upfront to a three or five year commitment that is not optional on a yearly basis. I did provide a one year agreement if Hidalgo County would like to have the option to renew on a yearly basis. Also, the support proposal is based on existing equipment counts. The support prices are prorated throughout the year on purchases of new equipment. Then on each new renewal the equipment count will be evaluated and then a new support price will be determined. Lava Concepts can commit that I will continue to offer Hidalgo County a 10% discount from List Price on Support. Last, Lava Concepts can commit to a two hour response time when requested by Hidalgo County when ShoreTel fails to respond.

To clarify further, Lava Concepts will and can commit to a fixed 10% discount from List Price for Support & Maintenance fees, as well as, a 20% discount from List Price for Equipment Purchases. My Price List will be determined on a yearly basis. List Prices are determined by ShoreTel, Inc. and are subject to change. This is my best and final offer.

Thank You,

Lee Gonzalez
Lava Concepts & Consulting

Lava Concepts & Consulting
3908 Warbler Ave.
McAllen, TX 8504
Lee Gonzalez
956-648-9559

Lava Concepts & Consulting Proposed Equipment Price List with Support

Customer: Hidalgo County
2802 So. Business 281
Edinburg, Texas 78539
Attn: Martha L. Salazar
Date: 21-Apr-08

Description		Quantity	SKU #	List Price	Net Price	Support Price
ShoreGear Voice Switches:						
	ShoreGear 40/8	1	10142	$ 1,995.00	$ 1,596.00	$ 79.80
	ShoreGear 60/12	1	10168	$ 2,995.00	$ 2,396.00	$ 119.80
	ShoreGear 120/24	1	10134	$ 4,995.00	$ 3,996.00	$ 199.80
	ShoreGear 50	1	10259	$ 1,995.00	$ 1,596.00	$ 79.80
	ShoreGear 90	1	10260	$ 2,995.00	$ 2,396.00	$ 119.80
	ShoreGear T1	1	10144	$ 3,495.00	$ 2,796.00	$ 139.80
	ShoreGear 220T1	1	10261	$ 7,495.00	$ 5,996.00	$ 299.80
	ShoreGear 220T1A	1	10229	$ 8,195.00	$ 6,556.00	$ 327.80
ShoreWare Application Server:						
	ShoreTel 7.0 Software (Controlled Release)	1	29122	$ -	$ -	$ -
	ShoreTel 7.5 Software (Controlled Release)	1	29123	$ -	$ -	$ -
	Extension & Mailbox License	1	30035	$ 200.00	$ 160.00	$ 32.00
	Extension-only License	1	30039	$ 140.00	$ 112.00	$ 22.40
	Mailbox-only License	1	30040	$ 90.00	$ 72.00	$ 14.40
	Softphone License	1	30006	$ 150.00	$ 120.00	$ 24.00
	SIP Trunk Software License (requires ShoreTel 8. If you have a Conf Bridge, you must upgrade it to Release 5.6)	1	30043	$ 50.00	$ 40.00	$ 8.00
	Additional Site License	1	30044	$ 495.00	$ 396.00	$ -
	ShoreTel TAPI Application Server License	1	30049	$ 495.00	$ 396.00	$ 79.20
	ShoreTel Remote Web Reporting License	1	30048	$ 2,695.00	$ 2,156.00	$ 431.20
Converged Conference Bridges:						
	Base Unit, Conference Bridge, Max 48 Ports	1	10243	$ -	$ -	$ -
	Enhanced, Conference Bridge, Max 96 Ports	1	10244	$ 1,000.00	$ 800.00	$ 160.00
	Base, Audio Conference SW with 12 Ports	1	10245	$ 9,300.00	$ 7,440.00	$ 1,488.00
	Base, Audio & Web Conference SW with 12 Ports	1	10246	$ 15,600.00	$ 12,480.00	$ 2,496.00
	Add-on, Audio Conference SW (12 Ports)	1	10247	$ 8,700.00	$ 6,960.00	$ 1,392.00
	Add-on, Audio & Web Conference SW (12 Ports)	1	10248	$ 13,200.00	$ 10,560.00	$ 2,112.00
	Add-on, Audio & Document Sharing SW (12 Ports) (version 4.5 only)	1	10254	$ 14,400.00	$ 11,520.00	$ 2,304.00
	Base, Conference Bridge Upgrade, 1st 12 Web Ports (requires Conf Bridge Release 5.6)	1	10249	$ 10,320.00	$ 8,256.00	$ 1,651.20
	Base, Conference Bridge Upgrade, additional 12 Web Ports	1	10250	$ 9,480.00	$ 7,584.00	$ 1,516.80
	Upgrade, 12 Document Ports to Application Sharing	1	10251	$ 2,500.00	$ 2,000.00	$ 400.00
ShoreWare Client Software:						
	Personal Call Manager without Phone	1	30001	$ 125.00	$ 100.00	$ -
	Personal Call Manager	1	30001	$ -	$ -	$ -
	Operator Call Manager	1	40002	$ 595.00	$ 476.00	$ 95.20
	Agent Call Manager	1	40003	$ 295.00	$ 236.00	$ 47.20
	Supervisor Call Manager	1	40004	$ 595.00	$ 476.00	$ 95.20
	Mobile Call Manager (requires ShoreTel v7.5 or later)	1	30051	$ 95.00	$ 76.00	$ 15.20

Prices does not include shipping cost.
Support Prices are for 1 year of Enterprise Support. Support will be prorated as per the contract specifications.

Enterprise Support Agreement without Phones

Prepared for ShoreTel Customer: **Hidalgo County**

Quote Generated: **04/21/2008**

Current ShoreCare Expiration:

	Qty	Port/Client Count		Agreement Term: List Price*	Enterprise Support 1Yr	3Yr	5Yr
ShoreGear 40/8	9	72	$	17,955	$ 718.20	$ 1,939.14	$ 3,052.35
ShoreGear 60/12	10	120	$	29,950	$ 1,198.00	$ 3,234.60	$ 5,091.50
ShoreGear 120/24	23	552	$	114,885	$ 4,595.40	$ 12,407.58	$ 19,530.45
ShoreGear T1	9	–	$	31,455	$ 1,258.20	$ 3,397.14	$ 5,347.35
Extension & Mailbox License	1,268	1,268	$	253,600	$ 40,576.00	$ 109,555.20	$ 172,448.00
Extension-only License	119	119	$	16,660	$ 2,665.60	$ 7,197.12	$ 11,328.80
Softphone License	30	–	$	4,500	$ 720.00	$ 1,944.00	$ 3,060.00
Distributed Voice Services License	6	–	$	5,970	$ 955.20	$ 2,579.04	$ 4,059.60
Personal Call Manager	1,387	N/A	$	-	$ -	$ -	$ -
Operator Call Manager	10	N/A	$	5,950	$ 952.00	$ 2,570.40	$ 4,046.00
Supervisor Call Manager	80	N/A	$	47,600	$ 7,616.00	$ 20,563.20	$ 32,368.00
				TOTAL Partner Price of All ShoreTel Products:	$ 61,254.60	$ 165,387.42	$ 260,332.05
				Additional Discounts:	$ 6,125.46	$ 16,538.74	$ 26,033.21
				TOTAL Price of All ShoreTel Products after Discounts:	**$ 55,129.14**	**$ 148,848.68**	$ 234,298.84

Lava Concepts & Consulting
3908 Warbler Ave.
McAllen, TX 8504
Lee Gonzalez
956-648-9559

Lava Concepts & Consulting Proposed Equipment Price List

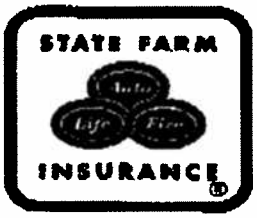
Customer: Hidalgo County
2802 So. Business 281
Edinburg, Texas 78539
Attn: Martha L. Salazar
Date: 21-Apr-08

Description		Quantity	SKU #	Unit List	List Price	Net Price
ShoreGear Voice Switches:						
	ShoreGear 40/8	1	10142	$ 1,995.00	$ 1,995.00	$ 1,596.00
	ShoreGear 60/12	1	10168	$ 2,995.00	$ 2,995.00	$ 2,396.00
	ShoreGear 120/24	1	10134	$ 4,995.00	$ 4,995.00	$ 3,996.00
	ShoreGear 50	1	10259	$ 1,995.00	$ 1,995.00	$ 1,596.00
	ShoreGear 90	1	10260	$ 2,995.00	$ 2,995.00	$ 2,396.00
	ShoreGear T1	1	10144	$ 3,495.00	$ 3,495.00	$ 2,796.00
	ShoreGear 220T1	1	10261	$ 7,495.00	$ 7,495.00	$ 5,996.00
	ShoreGear 220T1A	1	10229	$ 8,195.00	$ 8,195.00	$ 6,556.00
ShorePhone Telephones:						
	ShorePhone IP 110 - Black	1	10177	$ 149.00	$ 149.00	$ 119.20
	ShorePhone IP 115 - Silver (requires v7.5 software)	1	10216	$ 159.00	$ 159.00	$ 127.20
	ShorePhone IP 115 - Balck (requires v7.5 software)	1	10217	$ 159.00	$ 159.00	$ 127.20
	ShorePhone IP212k - Silver	1	10199	$ 299.00	$ 299.00	$ 239.20
	ShorePhone IP212k - Black	1	10198	$ 299.00	$ 299.00	$ 239.20
	ShorePhone IP230 - Silver	1	10197	$ 259.00	$ 259.00	$ 207.20
	ShorePhone IP230 - Black	1	10196	$ 259.00	$ 259.00	$ 207.20
	ShorePhone IP 265 - Silver (requires v7.5 software)	1	10218	$ 369.00	$ 369.00	$ 295.20
	ShorePhone IP 265 - Balck (requires v7.5 software)	1	10219	$ 369.00	$ 369.00	$ 295.20
	ShorePhone IP560 - Silver	1	10148	$ 349.00	$ 349.00	$ 279.20
	ShorePhone IP560 - Black	1	10156	$ 349.00	$ 349.00	$ 279.20
	ShorePhone IP560g - Silver	1	10203	$ 429.00	$ 429.00	$ 343.20
	ShorePhone IP560g - Black	1	10204	$ 429.00	$ 429.00	$ 343.20
	ShorePhone IP565 - Silver (requires v7.5 software)	1	10220	$ 599.00	$ 599.00	$ 479.20
	ShorePhone IP565 - Black (requires v7.5 software)	1	10221	$ 599.00	$ 599.00	$ 479.20
	ShorePhone BB 24 - Silver	1	10174	$ 299.00	$ 299.00	$ 239.20
	ShorePhone BB 24 - Black	1	10175	$ 299.00	$ 299.00	$ 239.20
	ShorePhone IP8000 - Conference Phone	1	10263	$ 1,299.00	$ 1,299.00	$ 1,039.20
	ShorePhone Power Adaptor for Ethernet speed of 10/100 (min 10 w/o phone order)	10	10157	$ 35.00	$ 350.00	$ 280.00
	ShorePhone Gig Power Adaptor 10/100/1000	10	10269	$ 55.00	$ 550.00	$ 440.00
	ShorePhone AP100 (minimum 3)	3	10126	$ 139.00	$ 417.00	$ 333.60
ShoreWare Application Server:						
	ShoreTel 7.0 Software (Controlled Release)	1	29122	$ -	$ -	$ -
	ShoreTel 7.5 Software (Controlled Release)	1	29123	$ -	$ -	$ -
	Extension & Mailbox License	1	30035	$ 200.00	$ 200.00	$ 160.00
	Extension-only License	1	30039	$ 140.00	$ 140.00	$ 112.00
	Mailbox-only License	1	30040	$ 90.00	$ 90.00	$ 72.00
	Softphone License	1	30006	$ 150.00	$ 150.00	$ 120.00
	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge, you must upgrade it to Release 5.6)	1	30043	$ 50.00	$ 50.00	$ 40.00

Description		Quantity	SKU #	Unit List	List Price	Net Price
	Additional Site License	1	30044	$ 495.00	$ 495.00	$ 396.00
	ShoreTel TAPI Application Server License	1	30049	$ 495.00	$ 495.00	$ 396.00
	ShoreTel Remote Web Reporting License	1	30048	$ 2,695.00	$ 2,695.00	$ 2,156.00
Converged Conference Bridges:						
	Base Unit, Conference Bridge, Max 48 Ports	1	10243	$ -	$ -	$ -
	Enhanced, Conference Bridge, Max 96 Ports	1	10244	$ 1,000.00	$ 1,000.00	$ 800.00
	Base, Audio Conference SW with 12 Ports	1	10245	$ 9,300.00	$ 9,300.00	$ 7,440.00
	Base, Audio & Web Conference SW with 12 Ports	1	10246	$15,600.00	$15,600.00	$12,480.00
	Add-on, Audio Conference SW (12 Ports)	1	10247	$ 8,700.00	$ 8,700.00	$ 6,960.00
	Add-on, Audio & Web Conference SW (12 Ports)	1	10248	$13,200.00	$13,200.00	$10,560.00
	Add-on, Audio & Document Sharing SW (12 Ports) (version 4.5 only)	1	10254	$14,400.00	$14,400.00	$11,520.00
	Base, Conference Bridge Upgrade, 1st 12 Web Ports (requires Conf Bridge Release 5.6)	1	10249	$10,320.00	$10,320.00	$ 8,256.00
	Base, Conference Bridge Upgrade, additional 12 Web Ports	1	10250	$ 9,480.00	$ 9,480.00	$ 7,584.00
	Upgrade, 12 Document Ports to Application Sharing	1	10251	$ 2,500.00	$ 2,500.00	$ 2,000.00
ShoreWare Client Software:						
	Personal Call Manager without Phone	1	30001	$ 125.00	$ 125.00	$ 100.00
	Personal Call Manager	1	30001	$ 125.00	$ -	$ -
	Operator Call Manager	1	40002	$ 595.00	$ 595.00	$ 476.00
	Agent Call Manager	1	40003	$ 295.00	$ 295.00	$ 236.00
	Supervisor Call Manager	1	40004	$ 595.00	$ 595.00	$ 476.00
	Mobile Call Manager (requires ShoreTel v7.5 or later)	1	30051	$ 95.00	$ 95.00	$ 76.00
Other Equipment Pricing Estimate:						
	IP110 / 115 / BB24 Wall Mount Kit	1	10195	$ 13.00	$ 13.00	$ 13.00
	IP212k/ 230/ 265 Wall Mount Kit	1	10211	$ 13.00	$ 13.00	$ 13.00
	IP560 Wall Mount Kit	1	10169	$ 12.25	$ 12.25	$ 12.25
	Handset, IP phone	1	10162	$ 27.00	$ 27.00	$ 27.00

Prices does not include shipping cost.
Prices does not include support. Support will be prorated as per the contract specifications.

EXHIBIT "C"
INSURANCE REQUIREMENTS



STATE FARM INSURANCE
LEONEL (LEO) RODRIGUEZ, AGENT
740 NOLANA, STE.4
MCALLEN, TEXAS 78504
OFFICE (956) 682-1345
FAX (956) 618-1480
*AUTO, FIRE, HEALTH & LIFE INSURANCE *

FACSIMILE TRANSMITTAL SHEET

TO: City of Hidalgo	FROM: Derek A. Rodriguez
COMPANY:	DATE: MAY 13, 2009
FAX NUMBER: 1-877-793-5282	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: Certificate of Insurance: Ruperto Lee Gonzalez	YOUR REFERENCE NUMBER:

☑ URGENT ☑ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

The information contained in this facsimile message contains confidential business material intended for the sole use of the individual(s) named above. If you are not an intended recipient listed above, you are hereby notified that any disclosure, duplication, or distribution of this information or the taking of any action in reliance on the contents of this transmission, without the express written consent of State Farm, is STRICTLY PROHIBITED. If you have received this transmission in error, please notify us immediately by telephone, so we can arrange for the return of this material at no cost to you.

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: RUPERTO LEE GONZALEZ - DBA LAVA CONCEPTS & CONSULTING

ADDRESS OF NAMED INSURED: 3908 WARBLER AVE., MCALLEN, TEXAS 78504

POLICY NUMBER	092 8994-A07-53D			
EFFECTIVE DATE OF POLICY	JANUARY 7, 2009	THRU JULY 7, 2009		
DESCRIPTION OF VEHICLE (Including VIN)	2008 TOYOTA HIGHLANDER JTEDS42A382060469			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	100,000			
Each Accident	300,000			
b. Property Damage Each Accident	100,000			
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 500 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☒ YES ☐ NO $ 500 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Leo Rodriguez By: Nora C.

Signature of Authorized Representative

AGENT — Title

53-6426 — Agent's Code Number

05/13/2009 — Date

Name and Address of Certificate Holder

HIDALGO COUNTY

Name and Address of Agent

LEONEL LEO RODRIGUEZ
740 NOLANA, SUITE #4
MCALLEN, TEXAS 78504

INTERNAL STATE FARM USE ONLY:
- ☐ Request permanent Certificate of Insurance for liability coverage.
- ☐ Request Certificate Holder to be added as an Additional Insured.

122428.3 Rev. 07-26-2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE: 5/13/2009

PRODUCER
TECHINSURANCE
1301 Central Expy South, Suite 115
Allen, TX, 75013
(800) 668-7020

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
Ruperto Lee Gonzalez dba Lava Concepts & Consulting
135 Paseo Del Prado Ave Ste 55
Edinburg, TX 78539

INSURER A: The Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC	46SBMUB0851	3/27/2009	3/27/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 300000 $ 10000 $ 1000000 $ 2000000 $ 2000000
	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	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY				CLAIMS-MADE OCCURRENCE AGGREGATE EACH OCCURRENCE EACH OCCURRENCE	

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: A

Hidalgo County
2802 S. Business Hwy. 281
New Administration Building
Edinburg, TX 78539
ATTN: Vangie Y. Garcia

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Ruperto Lee Gonzalez

Business name, if different from above
Lava Concepts & Consulting

Check appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶
☐ Exempt payee

Address (number, street, and apt. or suite no.)
135 Paseo Del Prado, Suite 55

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, TX 78539

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
20 : 3621077

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/30/2009

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Affidavit & Indemnity Agreement

Date: April 3, 2006

Affiant: LAVA Concepts & Consulting

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Rupert Lee Gonzalez states she is a sole proprietor doing business as LAVA Concepts & Consulting with Hidalgo County under _____ dated _____. Affiant will provide services for Hidalgo County under a Hidalgo County Purchase Order # _____ as approved on _____

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Printed Name of Affiant: Rupert Lee Gonzalez

SWORN AND SUBSCRIBED TO under oath before me on 3rd day of April, 2006

Angela Garcia
Notary Public, State of Texas

ANGELA GARCIA
Notary Public, State of Texas
My Commission Expires
07-28-2008

AI-9756 **17.A.11.**

Hidalgo County IT - Negotiated Service Contract-Support & Maintenance of Hidalgo County Phone System-
CC REGULAR

Date: 06/17/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated (as approved for negotiations by CC on 5/19/08) of a Service Contract (as reviewed and approved as to form by legal counsel) between Hidalgo County and Lava Concepts & Consulting (to supply and provide direct Shore Tel Enterprise maintenance and support services) in connection to RFP No. 2008-152-04-23-LRM for the "Support and Maintenance of Hidalgo County's Phone System".

BACKGROUND

Vendor will provide support and maintenance over the phone (not on sight), therefore, no insurance will be needed.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 06/13/2008 $94,922.22

Attachments

Link: Draft Service Contract
Link: Exhibit A & B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/12/2008 06:15 PM	APRV
2	Budget & Management	Dina Trevino	06/13/2008 08:31 AM	APRV
3	Andres Castro	Andres Castro	06/13/2008 05:16 PM	APRV
4	Auditor's Office	Arcilia Duran	06/13/2008 04:42 PM	NEW

Form Started By: Letty Saenz Started On: 06/11/2008 04:37 PM
Final Approval Date: 06/13/2008

PURCHASING DEPARTMENT
County Of Hidalgo

April 29, 2010

Mr. Ruperto Lee Gonzalez
Lava Concepts & Consulting
3909 Warbler Avenue
McAllen, Texas 78504

Via: **Certified Mail #7099-3220-0002-9744-8666**
Email: lee@lavaconcepts.com

Re: Sixty (60) Day Extension-"Service & Maintenance Of Hidalgo County Phone System (Shore Tel Direct Maintenance & Support)"

Dear Lee:

Commissioners' Court will take applicable action **(Tuesday, May 4, 2010)** in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed and processed if Hidalgo County takes this action on advertising. Sixty Day Extension to be in effect **upon completion of the procurement process which ever comes first** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, **Monday, May 3, 2010**, attn: Vangie Y. Garcia, Contracts Mgr. to (956) 318-2629 or via email to: evangelina.garcia@co.hidalgo.tx.us

By: _____ Date: _____

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

Sincerely,

Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 21, 2010

Rupeto Lee Gonzalez dba
Lava Concepts& Consulting
3908 Warbler Avenue
McAllen, Texas 78504

Via: Certified Mail #7099-3220-0002-9744-8659
Email: lee@lavaconcepts.com

Re: Extension Of Agreement No: E-09-249-05-26-"Support & Maintenance Of Hidalgo County Phone System"

Dear Mr. Gonzalez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract. According to the contract in place under Exhibit B-Vendor's Proposal, for such yearly renewals, Lava Concepts will have to initiate an updated equipment count and a new support pricing. Please proceed in contacting Mr. Renan Ramirez, IT Department Director for discussion if IT Department intends to recommend services to be renewed so that equipment count with new support pricing for the renewal year can be forwarded to my attention for agenda backup.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, May 4, 2010** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **10:00 a.m., Wednesday, April 28, 2010**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 22, 2010 2:19 PM
To: 'renan@co.hidalgo.tx.us'
Subject: RE: Extenstion Letter

Of course, will do. Lee already called Renan and concurred that he will discuss with you and in view of such discussion either you or him will get back to me in order to proceed forward. Anything I can assist with please let me know. I will be out of the office tomorrow (Friday) and Monday.

Thank you.

From: renan@co.hidalgo.tx.us [mailto:renan@co.hidalgo.tx.us]
Sent: Thursday, April 22, 2010 1:38 PM
To: Martha Salazar; 'Evangelina Garcia'; Lee Gonzalez
Cc: 'Darlene Betancourt'
Subject: Re: Extenstion Letter

Letter looks good, however allow me meet with vendor in the next few days.

Sent on the Now Network from my Sprint® BlackBerry

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Date: Thu, 22 Apr 2010 12:33:27 -0500
To: 'Evangelina Garcia'<evangelina.garcia@co.hidalgo.tx.us>; 'Lee Gonzalez'<lee@lavaconcepts.com>
Cc: <renan@co.hidalgo.tx.us>; 'Darlene Betancourt'<darlene.betancourt@co.hidalgo.tx.us>
Subject: RE: Extenstion Letter

Letter appears to cover the situation, please get Mr. Ramirez' concurrence.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 22, 2010 10:13 AM
To: 'Lee Gonzalez'
Cc: renan@co.hidalgo.tx.us; 'Darlene Betancourt'; 'Martha Salazar'
Subject: Extenstion Letter

Good Morning Lee,
Please review attached letter for further details. Please call me if you have any questions and or concerns. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: renan@co.hidalgo.tx.us
Sent: Thursday, April 22, 2010 1:38 PM
To: Martha Salazar; 'Evangelina Garcia'; Lee Gonzalez
Cc: 'Darlene Betancourt'
Subject: Re: Extenstion Letter

Letter looks good, however allow me meet with vendor in the next few days.

Sent on the Now Network from my Sprint® BlackBerry

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Date: Thu, 22 Apr 2010 12:33:27 -0500
To: 'Evangelina Garcia'<evangelina.garcia@co.hidalgo.tx.us>; 'Lee Gonzalez'<lee@lavaconcepts.com>
Cc: <renan@co.hidalgo.tx.us>; 'Darlene Betancourt'<darlene.betancourt@co.hidalgo.tx.us>
Subject: RE: Extenstion Letter

Letter appears to cover the situation, please get Mr. Ramirez' concurrence.
Thanks,
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 22, 2010 10:13 AM
To: 'Lee Gonzalez'
Cc: renan@co.hidalgo.tx.us; 'Darlene Betancourt'; 'Martha Salazar'
Subject: Extenstion Letter

Good Morning Lee,
Please review attached letter for further details. Please call me if you have any questions and or concerns. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, April 21, 2010 8:56 AM
To: 'renan@co.hidalgo.tx.us'
Cc: 'Darlene Betancourt'; 'Martha Salazar'; 'Lee Gonzalez'
Subject: FW: Renewal/Extension: E-09-249-05-26-Rupert Lee Gonzalez dba Lava Concepts & Consulting
Attachments: E-09-249-05-26-LAVA CONCEPTS (HC-PHONE SYSTEM).pdf

Importance: High

Good Morning Renan,
Listen, just to remind you that on the Contract, Exhibit B-Vendor's Proposal, there is language there that Lava Concepts states that for every renewal on yearly basis, equipment count will have to be evaluated and a new support price will be determined at that time. There's other requirements that Lee is stating so please get in touch with him to discuss this and see what direction you will be initiating. If renewed than I will need an updated count of equipment with support price for this renewal. Please reply by specified deadline your response on renewal or for the Purchasing to go out on proposals again. If no reply is received by deadline than I shall proceed in renewing in order to avoid any delays at the same rates, terms and conditions.

I will need to send via certified notice to Lee Gonzalez at Lava Concepts on the above so that he is aware. Should you have any questions and or concerns, please call me. Thank you.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, April 19, 2010 4:32 PM
To: 'renan@co.hidalgo.tx.us'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Renewal/Extension: E-09-249-05-26-Rupert Lee Gonzalez dba Lava Concepts & Consulting
Importance: High

Renan,
Please review the attached contract in connection to the "Support & Maintenance Of Hidalgo County Phone System" with Rupert Lee Gonzalez dba Lava Concept & Consulting. It is due to expire on 06/16/2010 but still has three (3)-one (1) year renewal options. Please forward within ample time if you wish for renewal option so that I can commence the process. Forward your response by 10:00 a.m., Tuesday, April 27, 2010. If no response is received by such date than I will proceed forward.

Should you have any questions and or concerns, please call me. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Tracking:

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 22, 2010 10:13 AM
To: 'Lee Gonzalez'
Cc: 'renan@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Martha Salazar'
Subject: Extenstion Letter
Attachments: EXTENSION LETTER.doc.pdf

Good Morning Lee,
Please review attached letter for further details. Please call me if you have any questions and or concerns. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

Tracking:

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 21, 2010

Rupeto Lee Gonzalez dba
Lava Concepts& Consulting
3908 Warbler Avenue
McAllen, Texas 78504

Via: Certified Mail #7099-3220-0002-9744-8659
Email: lee@lavaconcepts.com

Re: Extension Of Agreement No: E-09-249-05-26-"Support & Maintenance Of Hidalgo County Phone System"

Dear Mr. Gonzalez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract. According to the contract in place under Exhibit B-Vendor's Proposal, for such yearly renewals, Lava Concepts will have to initiate an updated equipment count and a new support pricing. Please proceed in contacting Mr. Renan Ramirez, IT Department Director for discussion if IT Department intends to recommend services to be renewed so that equipment count with new support pricing for the renewal year can be forwarded to my attention for agenda backup.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, May 4, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 10:00 a.m., Wednesday, April 28, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

AI-21013 **28.A.5.**

Hidalgo County-Primary Care and Substance Abuse Facility-HCID #1 Permit Fees

CC REGULAR

Date:	05/04/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval of a request for payment for a "permit" in the amount of $300.00 to the Hidalgo County Irrigation District No. 1 (HCID No. 1) to (install a storm sewer bleeder line into TXDOT's inlet located on the east side of the property, North of Schunior Street in connection to the “Hidalgo County Primary Care and Substance Abuse Facility” project and as submitted and requested by "project engineer" Quintanilla, Headley & Associates, Inc., with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment.

BACKGROUND

Request by QHA

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

account has available balance as of 04/30/10.

**QHA will provide a letter pertaining to the permit charge of $300.00

Attachments

Link: Request by QHA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2010 01:29 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 02:44 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/30/2010 10:21 AM	APRV
4	Roland Garcia	Rolando Garcia	04/30/2010 03:49 PM	APRV
5	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Letty Saenz Started On: 04/28/2010 04:07 PM

Final Approval Date: 04/30/2010

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Registration Number F-1513

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

April 26, 2010

Mr. Eddie Olivarez
Health Department Director
Hidalgo County
1304 S. 25th Ave.
Edinburg, Texas 78542

Re: Hidalgo County Primary Care and Substance Abuse Facility

Dear Mr. Olivarez,

Part of the drainage plan for this project is to install a storm sewer bleeder line into a TxDOT inlet located east of this property on the north side of Schunior Street. In order to do this work we need to go across an easement that belongs to the Hidalgo County Irrigation District No.1 (HCID No.1). I already went before the Board of Directors of the HCDID No.1 and they approved the permit; however they are charging a one time fee of $ 300.00.

Please process this request with the Commissioners' Court for the approval of this check.

Should you have any questions or need additional information, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

AI-21023 **28.B.1.**

Request for Payment to CAS Companies -South Tower CRC/Park pending Construction Items

CC REGULAR

Date: 05/04/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Approval of requests for payment for the following listed invoices submitted by CAS Companies, L.P., with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with: "Hidalgo County Precinct No. 2 -South Tower CRC/Park Pending Construction Items"- (2010-403-11-06-MSS);

Purchase Order NO.	Invoice No.	Invoice Description	Invoice Amount
614127	0840806-4	Final Invoice	$186,671.85
614127	0840806-5	Retainage Release	$27,656.25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO No. 614127 has $196,496.68 available balance.

Final Invoice - $196,496.68 x 5%(retainage - $9,824.83) = $186,671.85

Retainage account (0-1212-206-00-000-004-0-000) has $17,831.42 balance + $9,824.83 = $27,656.25 (new retainage balance).

Attachments

Link: CAS INV AND RETAINAGE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2010 02:18 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 02:57 PM	APRV
3	Roland Garcia	Rolando Garcia	04/30/2010 02:29 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Moises Salazar Started On: 04/28/2010 05:06 PM

A.

Review and Approval by Hidalgo County Precinct No. 2 of Contractor's Application and Certificate for Payment

Project:	South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2
Purchase Order #:	614127
Invoice #'s	#0840806-4 #0840806-5
Submitted by:	CAS Companies, L.P.
For Period to:	4/15/10
In the amounts totaling:	$214,328.10

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

Date:

614127
0-1212-452-00-122-008-0-739
Req. #144958

INVOICE RECEIVED BY:
Esmeralda Molina ON 4-23-10
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 4-23-10

CAS Companies

Invoic

Date	Invoice #
7/18/2009	0840806-4

Bill To
Hidalgo County 301 E. State Street Pharr, TX 78577 Attn: Yolanda Cisneros

COPY

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
614127	Upon Receipt	7/18/2009	2008-408ST-06	South Tower CRC

Quantity	Description	Price Each	Amount
1	South Tower CRC Park - PO# 614127 Total Project: $553,125.00 Previous Draw: $338,796.90 Remaining Balance (including retainage): $27,656.25	186,671.85	186,671.85
		Total	**$186,671.85**

REVIEWED AND APPROVED
FOR PAYMENT

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

CAS Companies

COPY

Invoice

Date	Invoice #
4/8/2010	0840806-5

Bill To
Hidalgo County 301 E. State Street Pharr, TX 78577 Attn: Yolanda Cisneros

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
614127	Net 30	5/8/2010	2009-408ST-06	South Tower CRC

Quantity	Description	Price Each	Amount
1	South Tower CRC Park Total Project: $553,125.00 Previous Draws: $525,468.75 FINAL DRAW/RETAINAGE REVIEWED AND APPROVED FOR PAYMENT	27,656.25	27,656.25
All work is complete!			

Subtotal	$27,656.25
Tax (0.0%)	$0.00
Total	**$27,656.25**

CAS Companies
111 Brand Lane
Stafford, TX 77477

Purchase Order
COUNTY OF HIDALGO

PO#: 614127

DATE: 12/10/08

VENDOR: 347647
FAX (281)499-6655
Phone: (888)599-4747
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477
Vendor Acct:

REQ:00144958
Email:

BUYER:
SHIP TO: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577

CONTACT:
SITE: HIDALGO CO. PCT 2
Contract No:

Special Instructions:
REQ. #0129

REVISED

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.

COPY

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		OPTION TO INCREASE OR DECREASE WHILE WORKING ON EACH ITEM(S) "AS NEEDED BASIS" COMMISSIONERS' COURT APPROVAL ON 11/18/2008 AI-12281.		
1	EACH	ITEM #1-THREE 40' DIAMETER PRE-ENGINEERED HEAVY TIMBER PAVILIONS WITH CONCTRETE SLAB ($131,365.00)	295,918.85	295,918.85
1	EACH	ITEM #2-ONE 1,409 SF RESTROOM AND STORAGE BUILDING ($222,310.00)	126,250.00	126,250.00
1	EACH	ITEM #3-ONE 74'X 104' BASKETBALL COURT, INCLUDING BACKSTOPS ($80,590.00)	.00	.00
1	EACH	ITEM #4-ONE 40'X60'X18' PRE-ENGINEERED STEEL PAVILION ($58,410.00)	.00	.00
1	EACH	ITEM #6 - SLECTIVE SITEWORK AND UNDERGROUND UTILITIES ($60,450.00)	.00	.00
		CONSTRUCTION OF PENDING ITEMS FOR SOUTH TOWER PARK PROJECT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		422,168.85
		**********		
		For Hidalgo County use only		
		8-1212-452-00-122-008-0-720 126,250.00		
		8-1212-452-00-122-008-0-739 295,918.85		
		Approved		

Authorized by: Martha L. Salazar RW

V·A Architecture

April 22, 2010

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2
#2008-403-11-06-MSS; PO # 614127

Commissioner Palacios:

Enclosed please find three sets of the following:

1. Document A, Review and Approval by Hidalgo County Pct. 2 for Invoice # 0840806-4 & 0840806-5 (Final), for your signature
2. **Invoice #0840806-4 in the amount of** One Hundred Eighty-Six Thousand Six Hundred Seventy One Dollars and 85/100 [**$186,671.85**].
3. **Invoice #0840806-5 in the amount of** Twenty-Seven Thousand Six Hundred Fifty Six Dollars and 25/100 [**$27,656.25**].
4. Copy of PO#614127
5. Copy of PO Increase
6. Copy of AIA Document G704, Certificate of Substantial Completion
7. Master Recap Sheet
8. Labor Description Breakdown (2 pp)
9. Certified Payroll Report (#1-23)
10. Invoices from McCoy's (3 pp)
11. Invoice from Hart Acoustical and Drywall
12. Receipts from Lowe's
13. Statements from Home Depot (21 pp)
14. Invoice from Real Materials
15. Invoices from Valley Discount Metals (10 pp)
16. Invoice from Academic Specialties Texas, Inc.
17. Invoices from Texas Air Products, Ltd. (2 pp)
18. Proposal from Rio Grande Steel
19. Invoice from Muñoz Foundation Drilling, Inc.
20. Invoice from Victoria Steel & Supply, Inc.
21. Invoices from the City of Edinburg (2 pp)
22. Invoices from Dealers Electrical Supply (7 pp)

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

23. Statements from Home Depot
24. Invoices from F.D. Haul & Construction
25. Invoices from Astenal (3 pp)
26. Invoices from Valley Block & Brick (11 pp)
27. Application for Payment & Quote from Strong Structural Steel (3 pp)
30. Invoices from REFCO (2 pp)
31. Invoice from Harlingen Door Company, Inc. (2 pp)
32. Invoices from Ferguson Enterprises, Inc. (6 pp)
33. Invoice from Carrier South Central
34. Invoices from Border States (12 pp)
35. Invoice from RGV Plumbing Services, LLC
36. Invoice from Service Supply (8 pp)
37. Invoices and Receipts from Sherwin Williams (27 pp)
38. Invoice from RCP Shelters, Inc.
39. Service Report and Invoice from Oscar' Pest Control (2 pp)
40. Invoice from the Wyatt Agency (2 pp)
41. Invoice from United Rentals (2 pp)

Please scan and email one set to Moisés Salazar, Hidalgo County Purchasing Dept., forward one set to Lupita Garza, Hidalgo County Auditor's Office, and return one set to our office, for our files.

Your prompt attention to this request is greatly appreciated.

Sincerely,

Reynaldo Vargas, A.I.A.
RV:sic
07-1004A\APPL\02 & Final-041510

RECEIVED BY: _____ RECEIVED **TIME:** _____

APR 23 2010

AI-21004 **28.C.1.**

Roads & Bridge Projects and Drainage Improvements Projects
CC REGULAR

Date:	05/04/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Precinct No 3 Roads & Bridge Projects and Drainage Improvements Projects.
1st._____;2nd._____;3rd. _____

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct No 3 Roads & Bridge Projects and Drainage Improvements Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available funds as of 4/30/10 is $238,509.61.

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-049-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available funds as of 4/30/10 is $563,400.42.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/29/2010 01:28 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 02:18 PM	APRV
3	Perla Lopez	Perla Lopez	04/30/2010 10:34 AM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Nielda Cavazos

Started On: 04/28/2010 02:48 PM

Final Approval Date: 04/30/2010

HIDALGO COUNTY PRECINCT NO 3
FOR

Engineering Services
(Roads & Bridge Projects and Drainage Improvement Projects

Scoring & Evaluation GRID

Engineering Services

Total Scores	Javier Hinojosa Engineering	Rodriguez Engineering	Rio Delta Engineering
Scores	98	93	87
RANKING			

*SCORING & EVALUATION COMPLETED BY Pct # 3

AI-21011 **28.C.2.**

Drainage Imp. to Prairie View Sub. Phase I Dry Boring Method to Abram Canal Crossing

CC REGULAR

Date: 05/04/2010
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto and drafted by project engineer, Javier Hinojosa Engineering for the purpose of receiving bids for Prairie View Sub Phase I; which requires a dry boring method for proposed project #10-185.

BACKGROUND

As recommended by project engineer proposed project requires that the dry boring method be implemented because of boring crossing to Abram Canal in order to continue with Drainage Improvement project in Pct. #3 identified as Prairie View Sub Phase I.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-073-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 4/29/10 is $199,074.38.

Attachments

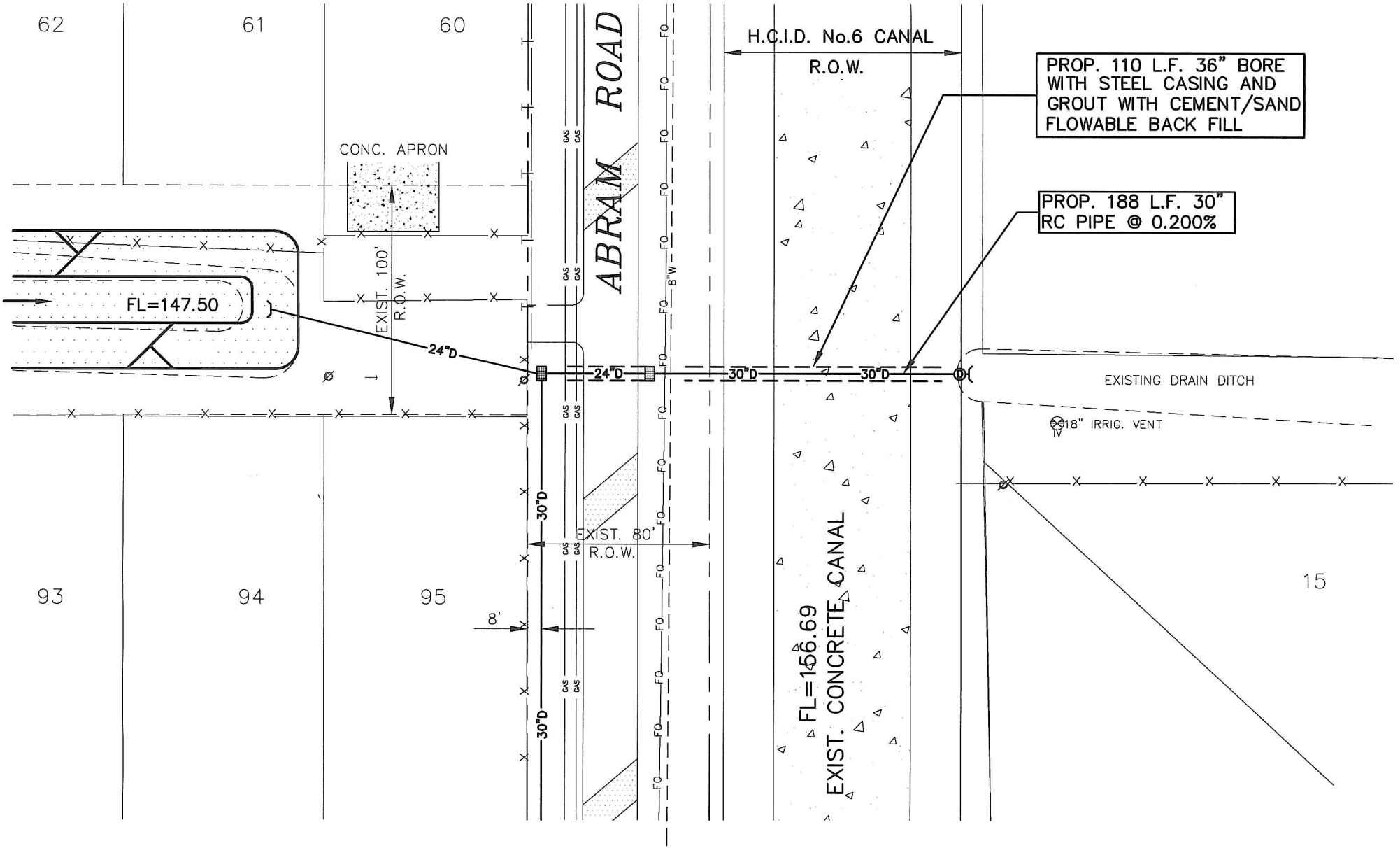
Link: 10-185 Design
Link: 10-185 draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/28/2010 04:12 PM	APRV
2	Perla Lopez	Perla Lopez	04/29/2010 01:46 PM	APRV
3	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Oscar Garza
Started On: 04/28/2010 03:58 PM

Final Approval Date: 04/30/2010



PRAIRIE VIEW HEIGHTS SUBDIVISION PHASE I
PROPOSED BORE UNDER H.C.I.D. No.6 CANAL

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this____day of_____**, 200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____**.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

DRAFT

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected

DRAFT

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

DRAFT

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST: By:_____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

DRAFT

DRAFT

AI-21016 **28.C.3.**

Requesting approval of Work authorization No. 5 from L&G Engineering
CC REGULAR

Date:	05/04/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 5 in the amount of $13,271.38 with L&G Engineering to provide engineering services for the "Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivision" in Pct. #3 through with Contract No. C-09-177-05-26

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available balance as of 4/30/10 is $238,509.61.

Attachments

Link: W.A. #5

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2010 01:26 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 02:45 PM	APRV
3	Perla Lopez	Perla Lopez	04/30/2010 02:32 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/28/2010 04:10 PM

Final Approval Date: 04/30/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-9-177-05-26
Work Authorization Form

WORK AUTHORIZATION NO. 05

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – **Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivisions.**

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 **$13,271.38.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.05 shall be funded through funding source:
Account No._____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 05.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. 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" - Project Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivisions Project in Hidalgo County Precinct No. Three (3)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivisions Construction Project.**

ATTACHMENT "B"

Scope of Services (Engineer)

PROJECT: **Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivisions Project in Hidalgo County Precinct No. Three (3)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivisions.**

Project in Hidalgo County Precinct No. Three (3).

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

***PROJECT*: Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivisions Project in Hidalgo County Precinct No. Three (3)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 3** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-09-177-05-26.**

ATTACHMENT "D"

Cost Proposal

PROJECT: **Citrus Shadows, Los Ninos, Stewart Palms & Val Verde Acres Subdivisions Project in Hidalgo County Precinct No. Three (3).**

(See Attached)

Attachment "D"

Citrus Shadows, Los Ninos, Stewart Palms and Val Verde Acres Subdivisions

Prepared For Hidalgo County Pct. No. 3

Subgrade Testing (Roadway and Driveways) - Laboratory				
Tech Time	6	Hrs.	$44.40	$266.40
Trip Charge	24	Mi.	$0.48	$11.52
Atterberg	2	Ea.	$73.95	$147.90
Moisture-Density Determ	2	Ea.	$191.05	$382.10
Reports	2	Ea.	$21.90	$43.80
Eng. Spec.	0.5	Hrs.	$110.95	$55.48
Engineer	0.5	Hrs.	$148.00	$74.00
			Sub.	**$981.20**
Subgrade Field Density Testing (Roadway and Driveways)				
Tech Time	24	Hrs.	$44.40	$1,065.60
Trip Charge	96	Mi	$0.48	$46.08
Comp. Test	32	Ea.	$22.20	$710.40
Reports	8	Ea.	$21.90	$175.20
Eng. Spec.	4	Hrs.	$110.95	$443.80
Engineer	4	Hrs.	$148.00	$592.00
			Sub.	**$3,033.08**
Roadway Base Materials Testing (Roadway and Driveways) - Laboratory				
Tech Time	3	Hrs.	$44.40	$133.20
Trip Charge	12	Mi.	$0.48	$5.76
Sieve Analysis	1	Ea.	$55.45	$55.45
Texas Wet Ball Mill	1	Ea.	$215.85	$215.85
Atterberg	1	Ea.	$73.95	$73.95
Moisture-Density Determ	1	Ea.	$191.05	$191.05
Reports	1	Ea.	$21.90	$21.90
Eng. Spec.	0.5	Hrs.	$110.95	$55.48
Engineer	0.5	Hrs.	$148.00	$74.00
			Sub.	**$826.64**
Base Material Field Density Testing (Roadway and Driveways)				
Tech Time	24	Hrs.	$44.40	$1,065.60
Trip Charge	96	Mi	$0.48	$46.08
Comp. Test	32	Ea.	$22.20	$710.40
Reports	8	Ea.	$21.90	$175.20
Eng. Spec.	4	Hrs.	$110.95	$443.80
Engineer	4	Hrs.	$148.00	$592.00
			Sub.	**$3,033.08**

Asphalt Testing-Field and Laboratory (Roadway and Driveways)

Tech Time	12	Hrs.	$56.70	$680.40
Trip Charge	36	Mi	$0.48	$17.28
Rolling Patterns	4	Ea.	$37.00	$148.00
Laboratory Molded (ga)	2	Pr.	$67.80	$135.60
%AC-Grad	2	Ea.	$215.80	$431.60
Reports	6	Ea.	$21.90	$131.40
Asphalt Thickness	9	Ea.	$61.70	$555.30
Eng. Spec.	2	Hrs.	$110.95	$221.90
Engineer	2	Hrs.	$148.00	$296.00
			Sub.	**$2,617.48**

Concrete Placement - Driveways

Tech. (Concrete)	10	Hr.	$56.70	$567.00
Trip Charge (LS)	36	Mi.	$0.48	$17.28
Air Content	3	Ea.	$22.15	$66.45
Report	3	Ea.	$21.90	$65.70
Eng. Spec.	2	Hrs.	$110.95	$221.90
Engineer	2	Hrs.	$148.00	$296.00
			Sub.	**$1,234.33**

Tech. (Concrete)	10	Hr.	$56.70	$567.00
Trip Charge (LS)	36	Mi.	$0.48	$17.28
Hold, Cure	12	Ea.	$11.15	$133.80
Compression Test	12	Ea.	$14.85	$178.20
Test Reports (7 and 28 day)	6	Ea.	$21.90	$131.40
Eng. Spec.	2	Hrs.	$110.95	$221.90
Engineer	2	Hrs.	$148.00	$296.00
			Sub.	**$1,545.58**

Estimated Project Total $13,271.38

AI-20806 **28.D.1.**

Award of bid - Testing System And Related Supplies

CC REGULAR

Date:	05/04/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Recommending award of bid to sole bidder meeting all specifications/requirements attached hereto for Hidalgo County Health And Human Services Dep't.-"Testing System And Related Supplies" RFB No.: 2010-071-04-07-SGS.

BACKGROUND

1. Current contract will expire on May 02, 2010.
2. New contract to commence on upon approval by Commissioner's Court.
3. Recommended sole bidder: Stanbio Laboratory.
4. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-003-0-604

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

BUDGETARY IMPACT:

Available balance as of 4-29-10 $112,877.60.

Attachments

Link: Recommendation,Tabulation etc.

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2010 01:27 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 01:48 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/29/2010 03:43 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Sandy Suarez Started On: 04/15/2010 10:25 AM

Final Approval Date: 04/30/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
APR 15 2010
By

MEMORANDUM

TO: Eduardo Olivarez, Chief Administrator
Hidalgo County Health and Human Services

ATTN: Josie Escalante, Administrative Asst.

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: April 09, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-071-04-07-SGS-Hidalgo County Health and Human Services
"TESTING SYSTEM AND RELATED SUPPLIES"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Tuesday, April 13, 2010 @ 3:00 p.m.** to be able to present to Commissioner's Court **on April 20, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Stabio Laboratory	Sole bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-441-00-340-003-0-604

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Eduardo Olivarez	Health	4/14/10

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

BID OPENING DATE: April 07, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " TESTING SYSTEMS AND RELATED SUPPLIES"

BID NO: 2010-071-04-07-SGS | **BUYER: SANDY SUAREZ**

SOLE RESPONDENT: STANBIO LABORATORY

ANNUAL PRICING	PRODUCT DESCRIPTION	LISTED PRICE		PROPOSED-UNIT PRICE	
1ST YEAR PRICING	Hemoglobin Analyzer	N/A		$ 400.00	
	Warranty on Analyzer	$ 325.00		1ST YEAR $ 00.00	
	Hemoglobin Microcuvettes (tests)	100 ct	200 ct	100 ct ea bx	200 ct ea bx
		$153.00	$295.00	$ 82.00	$ 164.00
	Optional Item:-Control Cuvette	N/A		Calibrator- NO BID	Non-Calibrator-NO BID
2ND YEAR & OPTIONAL - 3RD YEAR PRICING	Hemoglobin Analyzer	N/A		$400.00	
	Optional Extended Warranty	$ 325.00		2nd YEAR $275.00 ea unit	OPTIONAL – 3RD YEAR $ 275.00 ea unit
	Hemoglobin Microcuvettes (tests)	100 ct	200 ct	100 ct ea bx	200 ct ea bx
		$153.00	$295.00	$ 80.00	$ 160.00
	Optional Item:-Control Cuvette	N/A		Calibrator- NO BID	Non-Calibrator-NO BID

Optional Extended Warranty needs to be purchased within 30 days of delivery for each unit.

Attached Conditions of Warranty provided by Stanbio Laboratory

STANBIO
LABORATORY

April 6, 2009

HemoPoint H2 Warranty

The HEMOPoint H2 hemoglobin photometer is warranted against defects in material and workmanship for the duration of one year.

At the option of the County of Hidalgo – Health and Human Services Dept. a two (2) year extended warranty may be purchased within 30 days of delivery of each HemoPoint H2 Unit @ $275.00 per unit for a total warranty period of three (3) years.

Stanbio Laboratory, or their authorized representative, will supply, free of charge, the labor and material required to repair any defects during the warranty period at a Stanbio authorized repair facility except as excluded below.

CONDITIONS OF WARRANTY

Warranty excludes repair of failures resulting from mishandling or abuse.
Warranty excludes consumable items.
Warranty does not apply to damage sustained in transit.
We reserve the right to replace or repair any part which is found to be defective.
Warranty service may only be performed by Stanbio Laboratory or authorized representatives.
Warranty does not include shipping, freight, transportation or insurance charges to or from the Stanbio Authorized repair facility.
Warranty is not transferable.

STANBIO LABORATORY

BY: Pat Burke

TITLE: Public Health Mgr.

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPT.

BY:_____

TITLE:_____

ISO13485:2003
KEMA CERTIFIED
1261 NORTH MAIN STREET
BOERNE, TEXAS, USA 78006
830.249.0772
1.800.531.5535
830.249.0851
WWW.STANBIO.COM
E: STANBIO@STANBIO.COM

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: April 07, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT –TESTING SYSTEM AND RELATED SUPPLIES"
BID NO: 2010-071-04-07-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Stanbio Laboratory Attn: Sean Dattoli or Pat Breheny	E-mail	Sandy Suarez	04/22/10	1261 North Main Street Boerne, TX. 78006 866-782-6246 830-249-0772 sdattoli@stanbio.com or pbreheny@stanbio
2. Hemo Cue, Inc. Attn: Kimberly Mullins	E-mail	Sandy Suarez	04/22/10	40 Empire Dr. Lake Forest, CA. 92630 P# 800-881-1611 x116 F#949-598-8651 kimberly@hemocue.com
3. Mckesson Medical –Surgical Attn: Therese Mugge Local Rep. Baltazar Dehoyos	E-mail	Sandy Suarez	04/22/10	8741 Landmark Rd. Richmond, VA. 23228 P#800-328-8111 F#800-237-9766 Dehoyos-956-497-6752 therese.mugge@mckesson.com or baltazar.dehoyos@
4. American Bio Medica Corp. Attn: Jessi Dean	E-mail	Sandy Suarez	04/22/10	122 Smith Road Kinderhook, NY 12106 P#800-227-1243 x 101 Fx#518-758-8171 jdean@abmc.com
5. Agilent Technologies Inc. Attn: Chiranjeet Bhattacharjee	E-mail	Sandy Suarez	04/22/10	2850 Centerville Rd. Wilmington, Del. 19808 P#800-227-9770 F#302-993-5941 iscabids@aligent.com
6.				
7.				
8.				
9.				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

REQUIREMENTS AGREEMENT
C-10-071-05-03

THIS AGREEMENT (the "Agreement") is entered into effective as of the 2nd day of **May, 2010** by and between **Stanbio Laboratory, LP** ("Seller") and **Hidalgo County Health and Human Services in Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Testing System and Related Supplies on an "**As Needed Basis**" as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of two year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Health and Human Services projects for a period of two year, with the County's option for an additional one (1) year term. This Contract shall be for a period beginning **May 3, 2010** and ending on **May 2, 2012** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Stanbio Laboratory
Patricia Breheny, Public Health Manager
1261 N. Main Street
Boerne, TX 78006

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

States mail.

f. **Termination.** This Agreement may be terminated by County without cause on thirty (30) days written notice.

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

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall LLP

_____
Steve L Crain

EXHIBIT "A"

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

March 22, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY HEALTH AND HUMAN SERVICE S DEPARTMENT**
Request for Bids -**"TESTING SYSTEM AND RELATED SUPPLIES"**
Bid No: 2010-071-04-07-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
RFB NO: 2010-071-04-07-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Draft Service Agreement consisting of 9 pages
9. Certification Regarding Debarment, consisting of 2 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

03/22/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-071-04-07	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

"TESTING SYSTEM AND RELATED SUPPLIES"
BID OPENING DATE:
APRIL 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT - TESTING SYSTEM AND RELATED SUPPLIES "**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, APRIL 07, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No.-2010-071-04-07-SGS- HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost an remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT-TESTING SYSTEM AND RELATED SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Attn: Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health And Human Services
1304 S. 25th Street
Edinburg, TX. 78539
(956)383-6221

17. Schedule of Events:

Bid Opening, 9:30 AM	**APRIL 07, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
BID NO.: 2010-071-04-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
"Testing Systems and Related Supplies"
SPECIFICATIONS/REQUIREMENTS
Bid No. 2010-071-04-07-SGS

Hidalgo County Health and Human Services Department is accepting bids from vendors selling **original equipment from manufacturers**. All items will be on an "**As Needed Basis**" only. For any interested Bidders, a **Pre-Bid Conference** will take place on **March 26, 2010 at 2:00 P.M.** at 2802 S. Bus. Hwy 281, Edinburg, Texas. (New Administration Building).

Specifications/Requirements:
The specifications/requirements goods contract FOB: Edinburg will encompass all testing systems and related supplies to Hidalgo County Health and Human Services Department including, but not limited to, the following:

A.) Analyzers must come with the following: Power adapter
Optional item:-one (1) instrument-specific Control Cuvette for daily Q/C.

B.) One (1) full years warranty (excluding replacement of lost Control Cuvette)

C.) Free loaner instrument sent to you, if your instrument is in for service, and staff in- servicing.

D.) All purchases of products will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

E.) Stock the necessary products, or be able to provide said items within 24 hours.

F.) Vendor must list those items which cannot be supplied to County within 24 hours, usually non-stock items which involve having to charge (if any) shipping costs to deliver within 24 hours during emergency.

G.) Providing original manufacturer items.

H.) Microcuvettes must be delivered within five (5) days maximum from the date order is placed and be compatible with the HemoPoint H2, HemoCue HB 201t-Hemoglobin Test Systems or comparable testing systems, which are utilized in all WIC and County Health clinic sites.

I.) Provide initial training and any on going support at no charge to the County throughout the term of the contract.

REQUIRED ITEMS:
The following are the minimum requirements and/or specifications that will be acceptable to the County. Any bid that does not meet the minimum requirements and/or specifications will be rejected. Approximately 18 meters will be needed and will be replaced if/and when there is an upgrade. Anticipated annual amount of tests needed, will be between 35-40 boxes of 200ct. each.

A.) Hemoglobin Analyzer (photo meter)
Must have a measurement range of: 0 – 23.5 g/dL
Have an internal electronic self-test that automatically verifies the calibration of the analyzer every time the unit is turned on, and every two hours of operation.
Use a sample volume of 10 uL.
Be capable of using capillary, venous or arterial blood.
Have an accuracy of 99% (as determined versus the ICSH reference method).
Use a double-wave length method (I.E., 570 and 880 NM) to correct for interferences due to Lipemia, Leukocytossis and other sources of turbidity.
Have internal batteries, if not, must provide batteries for the term of contract at no additional cost to the County.
Have an operating temperature range of at least 59-86 degrees Fahrenheit.
Be pre-calibrated and not require user calibration when new lots of reagents or microcuvettes are put into use.
Be part of a test system (analyzer, cuvettes, controls, reagents) that has been approved as a waived test by the center for Medicare and Medicaid (CMS) under the Clinical Laboratory Improvement Amendments (CLIA).
The Hemoglobin analyzers must meet CLIA standards for use under a waived certificate. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.
Hemoglobin testing system covered under guarantee performance policy.
Optional item: Control cuvette.

B.) Hemoglobin Microcuvettes (tests) 100-200 ct:
Must be a plastic sampling device containing reagents: sodium desoxycholate, sodium azide and sodium nitrate.
Open vials to have a shelf life of approximately 90 days and unopened vials to have a shelf life of approximately two (2) years.
Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)
Must be compatible with the HemoPoint H2, HemoCue HB 201t-Hemogloblin Test Systems or comparable testing machines.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same terms and conditions. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) County will seek purchases from state awarded vendors whenever it is, in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

11.) Have been in business for at least two years.

12.) Specifications may reference **name brands and model numbers**. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, March 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Thursday, April 01, 2010 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
BID NO.: 2010-071-04-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for a Testing System and Related Supplies as requested, but not limited to, in the Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions described for the following items: **FOB: Edinburg, TX.**

1.) Hemoglobin Analyzer (photo meter) Price at: $ _____

2.) Hemoglobin Microcuvettes (tests) 100 ct..... Price at: $ _____ Box of: 100 pieces
200 ct..... Price at: $ _____ Box of: 200 pieces

3.) **Optional Item**-Control Cuvette (With-calibrator) Price at: $_____
(Without-calibrator) Price at: $ _____

(Microcuvettes must be compatible with the HemoPoint H2, HemoCue HB 201t -Hemoglobin Test Systems or comparable testing machines that are utilized in all WIC and County Health clinic sites)

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY 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 EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ 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.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

REQUEST FOR BID

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
HEALTH AND HUMAN SERVICES DEPARTMENT
"TESTING SYSTEM AND RELATED SUPPLIES"
BID NO.: 2010-071-04-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Unit price for a Testing System and Related Supplies as requested, but not limited to, in the Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions described for the following items: **FOB: Edinburg, TX.**

1.) Hemoglobin Analyzer (photo meter) Price at: $ 400.00

See Attached for Pricing

2.) Hemoglobin Microcuvettes (tests) 100 ct..... Price at: $ _____ Box of: 100 pieces
200 ct..... Price at: $ _____ Box of: 200 pieces

3.) **Optional Item**-Control Cuvette (With-calibrator) Price at: $ 0.00
(Without-calibrator) Price at: $ 0.00

4.) List all warranties for Hemoglobin Analyers See Attached

(Microcuvettes must be compatible with the HemoPoint H2, HemoCue HB 201t -Hemoglobin Test Systems or comparable testing machines that are utilized in all WIC and County Health clinic sites)

BIDDER/COMPANY NAME: Stanbio Laboratory
ADDRESS: 1261 N. Main St.
CITY/STATE/ZIP CODE: Boerne, Texas 78006
PHONE & FAX NUMBER: 866-786-6246 / 830-249-0851
E-MAIL ADDRESS: Pbrehery@stanbio.com
CELLULAR NUMBER: 210-601-5252
AUTHORIZED SIGNATURE: Pat Brehery
PRINTED NAME: PAT BREHERY
TITLE: Public Health Manager
DATE: 4-5-10

OPENED
9:52am
APR 07 2010
Witnessed

(Must be submitted with Bid Packet)

Hildago County Health and Human Services Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
Stanbio Laboratory is willing to provide the following:

Year 1 Pricing:

Product Number	Description	List Price	Proposed Price	Quantity	Total Price
3015-200	HemoPoint H2 n-x-t Microcuvettes	$295.00/box	$164.00/box for Year 1	35	$5,740.00
3015-100	HemoPoint H2 n-x-t Microcuvettes	$153.00/box	$82.00/box	N/A	N/A
1 Year Warranty	Warranty on HemoPoint H2 Analyzer (provides for replacement of meters that are determined to be defective)	$325/year/meter	$0.00/each	18	$0.00

Year 2 and Optional 3rd Year Pricing:

Product Number	Description	List Price	Proposed Price	Quantity	Total Price
3015-200	HemoPoint H2 n-x-t Microcuvettes	$295.00/box	$160.00/box Year 2 and optional 3rd year	35	$5,740.00 $5600.00
3015-100	HemoPoint H2 n-x-t Microcuvettes	$153.00/box	$80.00/box Year 2 and optional 3rd year	N/A	N/A

Orders received at orders@stanbio.com or 830.249.0851---Normal Business Hours, 8:00am-5:00pm CST.

OPENED
9:52am
APR 07 2010
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 88136 25STANLAB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/01/2010

PRODUCER
BBVA Compass Ins. Agency, Inc.
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

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
Stanbio Laboratory, Inc.
1261 N. Main St.
Boerne, TX 78006

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERAL INSURANCE COMPANY	20281
INSURER B: HARTFORD INSURANCE GROUP	00914
INSURER C: HARTFORD UNDERWRITERS INS CO.	30104
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	35786026	05/15/09	05/15/10	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		X CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
		X BI/PD Ded:10,000				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
A		GEN'L AGGREGATE LIMIT APPLIES PER:	35786027	05/15/09	05/15/10	PRODUCTS - COMP/OP AGG	$5,000,000
		X POLICY PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	65UECZQ2443	05/23/09	05/23/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C		X ANY AUTO	65UECZQ2442	05/23/09	05/23/10		
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		X HIRED AUTOS				BODILY INJURY (Per accident)	$
		X NON-OWNED AUTOS					
		X UNINSURED				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	79812469	05/15/09	05/15/10	EACH OCCURRENCE	$4,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$4,000,000
							$
		DEDUCTIBLE					$
		X RETENTION $ 10,000					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WEJO2234	05/15/09	05/15/10	WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is Additional Insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jane Carlisle

© ACORD CORPORATION 1988

AI-20987 **28.E.1.**

BCAP Certificate of Substantial Completion - Citriana Village Subdivision Precinct No. 2

CC REGULAR

Date:	05/04/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Presentation for acceptance and approval of a "Certificate of Substantial Completion" with Closner Construction Co., L.C., reflecting the substantial completion date of January 29, 2010 for the "Construction of Road and Drainage Improvements to Citriana Village Subdivision," for Precinct No. 2 as submitted and certified by engineer, Cruz-Hogan Consultants, Inc.

BACKGROUND

C-CAP-2009-183-05-19

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-122-154-0-733/841

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

BUDGETARY IMPACT:

Reference PO# 630113

Attachments

Link: Certificate of Subtantial Completion Citriana Village Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2010 01:40 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 01:56 PM	APRV
3	Roland Garcia	Rolando Garcia	04/30/2010 01:21 PM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Marcie Jackson Started On: 04/28/2010 09:54 AM

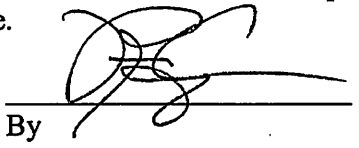
Final Approval Date: 04/30/2010

Certificate of Substantial Completion

PROJECT:	**CITRIANA VILLAGE SUBDIVISION**
PROJECT NUMBER:	**C-CAP-2009-183-05-19**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 2**
CONTRACTOR:	**CLOSNER CONSTRUCTION CO., L.C.**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

Ronnie Cruz, P.E. — Engineer

By 

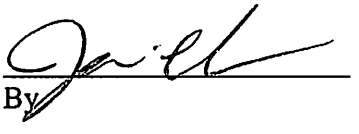
1-29-2010 — Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 30,000.00 .

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by 5-31-10
Date

Closner Construction — Contractor

By 

4/26/10 — Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ a.m./p.m. on _____.
Date

Owner | By | Date

AI-20975 **28.F.1.**

Licensed Professional Counselor(s) For Expansion Of Current Pool
CC REGULAR

Date:	05/04/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration and approval to rescind action taken by Commissioners Court on 04/06/2010 on acceptance and approval of the qualifying participants submitting responses to the "Expansion Of Pool For Licensed Professional Counselor(s)-RFP No: 2010-023-02-10-SGS" with "Lilia Varela-Rios dba Growing Generations Of South Texas" due to not meeting insurance requirements as stated and requested in the Request For Proposals.

BACKGROUND

There were two (2) respondents that had submitted responses to said project, the other vendor has complied with all said insurance requirements. Lilia Varela-Rios, owner of "Growing Generations Of South Texas" informed me via telephone on 04/20/2010, that she would not be able to submit the insurances as required due to financial reasons. I did request for her to submit in writing said reason but we have not received such notice. Vendor was provided the notice of award letter giving the company the ten (10) working day notice to provide the insurance but she was not able to comply and is in agreement to rescind Court's action.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1286-423-00-330-005-0-331

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

BUDGETARY IMPACT:
No budgetary impact.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: Contract Documentation

Link: Previous Agenda Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/29/2010 01:24 PM	APRV
2	Budget & Management	Erika Zamora	04/29/2010 01:52 PM	APRV
3	Perla Lopez	Perla Lopez	04/30/2010 09:52 AM	APRV
4	Auditor's Office		04/30/2010 05:38 PM	NEW

Form Started By: Vangie Garcia Started On: 04/27/2010 05:01 PM

Final Approval Date: 04/30/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Service Contract
C-10-023A-04-06

THIS AGREEMENT is made effective the 6th day of April, 2010, by and between JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER, a department of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "Department") and Lilia Varela-Rios dba Growing Generations Of South Texas (hereinafter "Licensed Professional Counselor") to service at the pleasure of the Department.

W I T N E S S E T H:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of "Licensed Professional Counseling Services" for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a "Licensed Professional Counselor" until replaced by Department. These services include, but are not limited to:

(a) Conducting "Individual/Family/Group Counseling" appropriate for the needs of each client;

(b) Conducting "Initial Clinical Intake";

(c) Conducting "Psychological Examinations" of the Clients as required by the Department;

(d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";

(e) Conducting other evaluations and tests on each Client as required by the Department;

(f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $ 85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $ 80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be effective upon approval by Commissioner's Court with termination date of January 19, 2011 with County's option to renew/extend under the same rates, terms and Conditions in concurrence with existing pool. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

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

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waive by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department:	Judge Mario E. Ramirez, Jr. Juvenile Justice Center Attention: Israel "Buddy" Silva, Jr. P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Lilia Varela-Rios dba Growing Generations Of South Texas 3012 E. Main Avenue, Suites A & B Alton, Texas 78573

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

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:_____ **DATE:**_____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:_____ **DATE:**_____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:_____ **DATE:**_____

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL"

RFP NO: 2010-023-02-10-SGS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"LICENSED PROFESSIONAL COUNSELOR(S) FOR EXPANSION OF CURRENT POOL"

RFP NO: 2010-023-02-10-SGS

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Counselor(s)" in order to establish an "Expansion" to the existing "Pool" of Licensed Professional Counselors" on an "As Needed Basis". Counseling Services "Pool/Roster" shall be effective upon approval by Commissioner's Court with termination date to concur with current existing pool terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Counselor(s) Request For Proposals will be accepted until **9:30 A.M., Wednesday, February 10, 2010. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2010-023-02-10-SGS

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I-GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, February 03, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, February 05, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** This project will be an "**Expansion**" to the existing Pool of Licensed Professional Counselor(s).

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract

or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the " Expansion" to the existing Pool/Roster shall be effective upon approval by Commissioner's Court with the termination date to concur with the current existing Pool Term for one (1) year with County's option to renew/extend for an additional one (1) year term, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. (If applicable)

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed professional counselor(s) who are qualified as a "Licensed Professional Counselor". The person(s) directly performing the counseling services are required to be licensed counselor(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified license professional counselor(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish an "Expansion" to the existing "Pool" of qualified licensed professional counselor(s) who are qualified, licensed and meet the following specifications/requirements:

1. Have experience in counseling intervention juvenile age population, family, group, etc.;
2. Be familiar with the rules, procedures and practices of the "Juvenile Intervention" programs;
3. Experience with providing counseling services with other "Juvenile Probation" entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;

6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, family, group;
8. Each juvenile, family, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to "Chief Probation Officer" of the "Judge Mario E. Ramirez Juvenile Justice Center" and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" to understand the content, progression of submittal's understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, family, group, etc.;
14. Licensed Counselor(s) may be called to testify in a "Juvenile Court of Law";
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, family, group;
16. Services must be provided on an "As Needed Basis", upon request and approval by "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
17. An "Pre-Assessment" and "Final Assessment" study plan shall be submitted with a summary report upon request at any time by the "Chief Probation Officer" and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client's treatment's plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The "Licensed Professional Counselor" must be available to communicate and staff cases with the "Chief Probation Officer" of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center";
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. Consult/Orientate with the "Chief Probation Officer, Probation Officers" regarding cases assigned;
22. Licensed Professional Counselor(s) with preferred experience in the following:

    i. criminal/gang orientation
    ii. aggressive behavior
    iii. lack of victim empathy
    iv. substance abuse
    v. educational issues
    vi. issues with authority
    vii. lack of pro social values
    viii. emotional/mental health disorders
    ix. impulsive-aggressive behaviors
    x. low intellectual capacity
    xi. educational issues
    xii. chaotic home environment

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) are to provide a fee proposal as per hour, per individual, per group, per family, per sessions based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". **The department will not be financially responsible for missed appointments.**

Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PROFESSIONAL COUNSELOR(S): (30 Points)**
The "Licensed Professional Counselor(s) should provide information related to its Qualifications. The "Licensed Professional Counselor(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the "Texas State Of Board Of Examiners Of Professional Counselors" and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Counseling Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Professional Counselor(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Professional Counselor" by the "Judge Mario E. Ramirez, Jr. If the "Counselor" currently has an active practice, the "Counselor" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Counselor(s) should include any local issues or concerns that directly affect the "Counselor(s) understanding of the project.

3. **COST: (20 Points)**
Provide fee cost per individual, family, group, per hour sessions as requested in scope of service and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES" (30 Points)**
The "Licensed Professional Counselor(s) should provide as much background information as to it's experiences in providing similar counseling services to juveniles, family, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for - "Counseling Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs. **Fees/Rate Proposals will be negotiated up to/maximum but not to exceed the rates approved under the**

current original pool for the "Licensed Professional Counselors" in place. This project will be an "Expansion" to the existing services. Any proposals and/or negotiations to this request will be equivalent to existing rates.

Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center reserves the right to randomly select from both the current and expansion of pool(s) on an "As Needed Basis".

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 10, 2010.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"
PAYMENT SCHEDULE
(Including Best And Final Offer)

a) Individual Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Individual

b) Family Counseling Fee Per Hour – $85.00 Maximum/Per Hour/Per Family

c) Group Counseling Fee Per Hour – $28.00 Maximum/Per Hour/Per Individual/Per Group

d) Initial Intake Fee Per Hour – $135.00 Maximum/Per Hour/Per Intake

e) Court Fee Cost Per Hour – $ 80.00 Maximum/Per Hour

f) Consultation Fee Per Hour – $ 50.00 Maximum/Per Hour

EXHIBIT "C"
INSURANCE REQUIREMENTS

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ms. Lilia Varela-Rios MS, LCDC,LBSW, CART
Growing Generations of South Texas

From: Sandy Suarez, Buyer I for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

MAR 03 2010
4:

Date: March 1, 2010

Re: Best and Final Offer –RFP NO: 2010-023-02-10-SGS
Hidalgo County Juvenile Probation Department-"Licensed Professional Counselor(s) For Expansion Of Current Pool"

Pursuant to today's meeting-March 01, 2010, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Chief Juvenile Probation Officer, Mr. Israel "Buddy" Silva, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

a) Hidalgo County's Procedures.
b) Scenario of receiving a referral from Hidalgo County Juvenile Justice Center.
c) Discussion of Background checks.
d) Schedule of Fees were discussed and agreed upon. Fees shall be at the same rate as the current County contracted Licensed Professional Counselors.
e) Acceptance of Medicaid.

The Schedule of Fees is a followed:

a) Individual Counseling Fee Per Hour- $85.00 Maximum/Per Hour/Per Individual
b) Family Counseling Fee Per Hour- $85.00 Maximum /Per Hour/Per Family
c) Group Counseling Fee Per Hour- $28.00 Maximum/Per Hour/Per Individual/Per Group
d) Initial Intake Fee Per Hour- $135.00 Maximum/Per Hour/Per Intake
e) Court Fee Cost Per Hour- $80.00 Maximum/Per Hour
f) Consultation Fee Per Hour- $50.00 Maximum/Per Hour

At this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties 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 3:00 p.m., Wednesday, March 03, 2010 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4860. Thank you.

Best and Final Offer $ As stated above

Signed: _____ **Title:** Owner/Director

Printed Name: Lilia Varela-Rios

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-20339 **23.G.1.**

Licensed Professional Counselor(s) For Expansion Of Current Pool
CC REGULAR

Date: 04/06/2010
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Juvenile Probation

Information

CAPTION

a. Presentation for discussion, consideration, acceptance and approval of the qualifying participates submitting responses to the "Expansion Of Pool for Licensed Professional Counselor(s)" to provide necessary/required services on as as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center-RFP No. 2010-023-02-10-SGS, and;

b. Requesting approval of the final negotiated contracts for RFP No. 2010-023-02-10-SGS Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center-"Expansion of Pool for Licensed Professional Counselor(s)".

BACKGROUND

Services"Pool/Roster" shall be in concurrence with the the existing term and conditions as the current pool for Licensed Professional Counselors.

Insurance will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1286-423-00-330-005-0-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Available funds as of 03/31/10 is $42,387.00; Services are on an As Needed Basis.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-60-330-002-0-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Available funds as of 03/31/10 is $105,413.41; Services are on an As Needed Basis.

Attachments

Link: Growing Generation-contract, Best & Final etc
Link: Guzman & Assoc.- Contract, Best & Final Offer, etc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/30/2010 03:36 PM	APRV
2	Budget & Management	Erika Zamora	03/30/2010 03:39 PM	APRV
3	Perla Lopez	Perla Lopez	03/31/2010 07:59 AM	APRV
4	Auditor's Office		04/01/2010 12:32 PM	NEW

Form Started By: Sandy Suarez Started On: 03/11/2010 10:03 AM
Final Approval Date: 04/01/2010