AI-21511 **6.D.**

CL-10-1555-E; Rosa A Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

CC REGULAR

Date:	06/08/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-10-1555-E; Rosa A. Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		06/04/2010 06:30 PM	PEND
2	Auditor's Office	Linda Fong	06/04/2010 03:45 PM	APRV
3	Purchasing Department		06/04/2010 06:30 PM	NEW
Form Started By: Monica Badillo			Started On: 06/03/2010 05:00 PM	
Final Approval Date: 06/04/2010				

AI-21512 **7.D.**

CL-10-1555-E; Rosa A Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

CC REGULAR

Date:	06/08/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-10-1555-E; Rosa A. Arguelles and Ana M. Cortez v. Hidalgo County, Texas Head Start

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/04/2010 08:25 AM	APRV
2	Auditor's Office	Linda Fong	06/04/2010 03:45 PM	APRV
3	Purchasing Department		06/04/2010 06:30 PM	NEW
Form Started By: Monica Badillo			Started On: 06/03/2010 05:03 PM	
Final Approval Date: 06/04/2010				

AI-21437 **10.B.**

Order - Resale of foreclosed real estate properties

CC REGULAR

Date:	06/08/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Perdue, Brandon
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes

BACKGROUND

Fiscal Impact

Attachments

Link: bids

Link: Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 08:05 AM	APRV
2	Auditor's Office	Linda Fong	06/04/2010 04:26 PM	APRV
3	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Monica Badillo — Started On: 06/01/2010 04:29 PM

Final Approval Date: 06/04/2010

TAX RESALE

BIDS

November 2009 Auction

Perdue, Brandon, Fielder, Collins & Mott, LLP

Attorneys At Law

In Association With The

Law Office of John David Franz

HIDALGO COUNTY
NOVEMBER 21, 2009 TAX RESALE

SUIT NUMBER	LEGAL DESCRIPTION	STARTING BID	AMOUNT OF BID	HIDALGO COUNTY AMOUNT	SCHOOL DISTRICT
T-562-01-B 1	Lot 8, Block 29, Original Townsite, City of Donna	$18,150	$13,500	$2,134.00	Donna ISD
T-562-01-B 2	Lot 9, Block 29, Original Townsite, City of Donna	$48,400	$23,000	$4,034.00	Donna ISD
T-235-04-A 3	Lot 6, Johnson & Jones Dev. Co. Subd. of Lot 3, Block 54, Lott Town & Improvement Co. Subd., Donna and carried on tax rolls as McClellan Subd. a/k1a McClellan Subd. No. I	$8,250	$2,900	$287.91	Donna ISD
T-017-06-H 4	Lot 27, Block 2, Tierra Prieta Subd.	$33,240	$19,000	$2,749.92	Donna ISD
T-1061-06-H 5	Lot 12, Block 10, ROW Subd., an addition to the City of Donna	$19,080	$3,800	$353,02	Donna ISD
T-288-08-A 6	Lot 30, Ls Casa Real Subd.	$16,610	$4,200	$218.52	Donna ISD
T-805-97-G 7	Lots 3 and 4, Block 32, City of Edcouch	$30,320	$11,500	$2,290.08	Edcouch-Elsa ISD
T-817-97-E 8	Lots 20, 21 and 22, Block 16, Original Townsite of Edcouch	$56,150	$40,000	$9,825.75	Edcouch-Elsa ISD
T-381-03-C 9	1 acre, more or less, being a portion of Farm Tract 524, West Tract Subd., SAVE & EXCEPT, that certain .416 acre, leaving a residue of .584 acre, more or less	$13,270	$4,600	$703.35	Edcouch-Elsa ISD
T-323-04-H 10	Lot 12, Block 18, Colonia Juarez, addition to the City of Edcouch	$15,630	$4,000	$708.16	Edcouch-Elsa ISD
T-325-04-A 11	Lots 9 and 10, Block 6, Original Townsite to the City of Edcouch	$9,450	$2,500	$313.20	Edcouch-Elsa ISD
T -1335-04-C 12	Lots 15 and 16, Block 27, Employers Reinsurance Corp. of North Elsa Resubd. Part Two, an the City of Elsa and carried as Lots 15 and 16, Block 27, Townsite of Elsa	$19,660	$4,600	$706.86	Edcouch-Elsa ISD
T-094-05-D 13	Lots I through 12, Block 6, McKee Subd. No 2, City of Elsa	$100,800	$21,000	$3,971.52	Edcouch-Elsa ISD
T-189-05-1 14	Lot 5, Block 4, Chandler's Addition, City of Elsa	$22,180	$3,700	$294.00	Edcouch-Elsa ISD
T-058-07-D 15	The West 25 ft. of Lot 12 and All of Lots 13 and 14, Block 60, Original Townsite Addition, Town	$44,920	$8,000	$1,598.48	Edcouch-Elsa ISD
T-150-07-D 16	Lot 16 and the North 3 ft. of Lot IS. Block 24, Original Townsite, City of Edcouch	$13,110	$2,800	$314.64	Edcouch-Elsa ISD
T-576-07-E 17	Lot 1,2 and 3, Block 10, Colonia Juarez Subd.	$25,860	$3,750	$584.55	Edcouch-Elsa ISD
T-948-07-A 18	Lot 3, Block 3, North Elsa Subd. No.7, SAVE & EXCEPT however the North 100 ft.	$20,060	$2,500	$75.20	Edcouch-Elsa
T-I074-07-D 19	Lot 3, Block I, Bar Subd., Unit 3	$21,100	$5,000	$836.16	Edcouch-Elsa ISD

T-1142-04-H 20	Tract 1: A 0.50 acre tract of land, more or less, out of the West 112 of Lot 11, Section 266, Texas Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded Volume 2, Page 29, Map Records, Hidalgo County, Texas, and more particularly described as that deed dated June 30, 1997 from Juanita Garza to Jackie Garza, et ai, recorded in Document 608115, Official Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-16) and Tract 2.29 acre tract of land, more or less, out of the West 258.32 feet of the East 516.64 feet of the South feet of Lot 11, Section 266, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas. (Account No. T2100-00-266-0011-31)	$30,700	$7,000	$1,328.60	Edinburg CISD
T-750-05-C 21	Lot 7, Block 2, Fountain Park Subd., Unit I, an addition to the City of Edinburg	$21,350	$7,100	$1,149.98	Edinburg CISD
T-909-05-I 22	Lot 1 and 2, Block 7, Orignial Townsite Addition to the Town of Lull	$8,400	$3,000	$245.41	Edinburg CISD
T-145-06-A 23	The North 10 acres ofthe South 20 acres of Lot 1, Block 31, Rio Grande Development Co. Subd., &EXCEPT; however, the following; (a) that certain 5 acres, in Volume 2419, Page 248 and (b) that 1 acre, leaving a residue of 4 acres, more or less	$22,090	$14,000	$2,363.41	Edinburg CISD
T-464-06-E 24	.22 acre, more or less, situated int the Southwest corner of that certain 1.24 acres tract situated in Section 277, Texas-Mexican Railway Co. Survey	$15,570	$5,000	$682.83	Edinburg CISD
T-1291-07-H 25	Lot 36, Block 4, Gernentz Subd.	$23,380	$10,500	$1,710.87	Edinburg CISD
T-686-05-B 26	Lot 20, Block I, Retama Terrace Addition, a resubd. of Lots 21 and 22, Block 2,C.E. Hammond's	$16,250	$10,800	$2,329.04	McAllen ISD
T-511-06-G 27	Lot I, Block 9, Balboa Acres	$49,030	$15,000	$3,016.64	McAllen ISD
T-647-06-H 28	Lot 8, Block 5, La Paloma Addition	$5,690	$6,600	$993.72	McAllen ISD
T-877-07-B 29	The East 13 ft. of the West 175 ft. of Lot 5, EI Cazador Subd. Phase I	$36,820	$7,500	$1,491.55	McAllen ISD
T-277-08-H 30	The West *Y,* of Lot 49 and All of Lot 50, Block 2, Maravillas Subd. No. I, an addition to the City of McAllen	$31,450	$18,000	$2,304.15	McAllen ISD
T-821-04-B 31	Lot 7, Block 2, Garden Park Addition	$23,430	$7,000	$914.76	Mercedes ISD
T-1126-04-A 32	Lot 21, Block 121, Wattson's Addition, City of Mercedes	$21,770	$11,000	$1,701.00	Mercedes ISD
T-097-05-G 33	Lots 27 and 28, Block 56, Original Townsite, City of Mercedes	$27,380	$10,000	$1,865.22	Mercedes ISD
T-479-05-B 34	Lot 21, Block 128, Subd. "A" Original Townsite of City of Mercedes	$19,210	$9,000	$1,399.50	Mercedes ISD

T-087-07-H 35	1.00 acre, more or less, out of Lot 16, Bixby Subd.	$13,350	$3,100	$430.65	Mercedes ISD
T-242-07-F 36	Lot 25, Block 133, Original Townsite Subd., addition to the City of Mercedes	$15,870	$3,000	$340.29	Mercedes ISD
T-016-07-H 37	0.587 acre, more or less, being a portion of Lot 1, Block 46, Missiouri- Texas Land and Irrig. Co.	$16,130	$7,500	$1,424.40	Monte Alto ISD
T-213-02-F 38	Lot 32, Block 22, San Juan Townsite	$16,250	$10,000	$1,568.26	PSJA ISD
T -1351-03-A 39	Lots 9 and 10, Block 114, Evans Resubd. of Lot 174, Kelly-Pharr Subd., City of Pharr	$33,440	$20,000	$3,856.86	PSJA ISD
T-054-04-I 40	Lots 22 and 23, Block 7, Evans Subd. No.3	$20,320	$11,000	$1,737.96	PSJA ISD
T-514-04-A 41	Lot 84, San Juan Del Norte Subd.	$17,830	$6,000	$723.06	PSJA ISD
T-281-03-B 42	Tract 1: 0.52 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994 from Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413234, Official of Hidalgo County, Texas. (Account No. J5700-00-006-0002-05)	$14,640	$10,000	$2,130.03	PSJA ISD
T-281-03-B 43	Tract 2: 0.55 acre, more or less, situated in Lot 2, Block 6, John Closner Subdivision, out of the 11.52 acres of said Lot 2, Hidalgo County, Texas, and described in deed dated September 12, 1994, from Abel Rivera to Miguel Hiarmes, recorded in County Clerk's Document File No. 413235, Official of Hidalgo County, Texas. (Account No. J5700-00-006-0002-06)	$15,120	$10,000	$1,972.25	PSJA ISD
T-1001-04-B 44	Lot 4, Block 12, El Charro Subd.	$24,650	$5,000	$974.70	PSJA ISD
T-1002-04-C 45	Tract I: Lot 43, Villa Del Rey Subd.	$18,770	$9,000	$922.88	PSJA ISD
T-1002-04-C 46	Tract 2: Lot 68, Block 7, Hidalgo Park Estates	$12,310	$5,500	$803.92	PSJA ISD
T-266-05-E 47	Tract 1: Lot 8, Block 4, McCreary Subd. Unit 1	$7,940	$5,000	$885.36	PSJA ISD
T-266-05-E 48	Tract 2: Lot 9, Block 4, McCreary Subd. Unit 1	$7,940	$4,500	$605.91	PSJA
T-357-05-F 49	Lot 17, 18, 19 Block 1, Stensbo Subd.	$26,000	$10,000	$1,579.85	PSJA ISD
T-583-05-G 50	Lots 7 and 8, Block 50, Original Townsite, City of Alamo	$32,930	$18,000	$3,484.11	PSJA ISD
T-1105-05-G 51	Lot 13, Block 11, Palm Vista, an addition to the City of San Juan	$9,940	$4,500	$523.20	PSJA
T-358-06-G 52	Lot 7, Block 2, Salazar Subd. No.2, an addition to the City of San Juan	$32,280	$14,000	$2,184.84	PSJA ISD
T-448-06-G 53	Lot 26, Block 31, Original Townsite, City of Pharr	$6,270	$3,000	$168.91	PSJA
T-538-06-G 54	Lot 38 and 40, Sioux Terrace Subd.	$27,560	$7,500	$811.36	PSJA ISD
T-541-06-A 55	Lot 17, Block 6, Small Subd. # 2	$34,970	$11,000	$2,654.37	PSJA ISD
T-550-06-A 56	Lot 6, Block 9, Unit 1, Citrus Bay Subd., an addition to the City of Pharr	$9,480	$5,000	$641.97	PSJA ISD

T-785-06-B 57	Lot 55, High School East Subd., an addition to the City of San Juan	$12,860	$6,500	$1,011.37	PSJA ISD
T-1051-06-G 58	Lot 17, Block 20, Original Townsite, City of Alamo	$22,620	$10,000	$3,294.58	PSJA ISD
T-125-07-C 59	Lot 12, Block 1, Colonia Buena Vista Subd.	$30,680	$24,500	$5,839.34	PSJA ISD
T-153-07-G 60	Lot 14, Capri Mobile Home Subd. No.3, an addition, City of San Juan	$12,250	$3,000	$354.54	PSJA ISD
T-155-07-1 61	Lot 18, Block 2, Citrus Bay Addition, City of Pharr	$14,100	$7,000	$1,092.88	PSJA ISD
T-252-07-1 62	Lot 54 and 55, Campo Alto Subd. out of Lot 7, Block 40, Alamo Land & Sugar Co. Subd.	$10,200	$3,200	$590.15	PSJA ISD
T-261-07-G 63	The North one-half of Lot 7, SmaliSubd. No.3	$14,950	$4,000	$686.40	PSJA ISD
T-320-07-H 64	Lot 5, Block 16, Citrus Bay Subd.	$8,280	$4,500	$710.85	PSJA ISD
T-406-07-1 65	The North one-half of Lot 7, Small Subd., Unit 1	$14,460	$2,900	$221.52	PSJA ISD
T-435-07-G 66	Lot 66, Phase 2, La Brisas De San Juan, an addition to the City of San Juan	$12,100	$5,200	$790.86	PSJA ISD
T-602-07-D 67	Lot 26, Section 1, Cabana South Subd.	$8,200	$6,300	$419.00	PSJA ISD
T-609-07-E 68	Lot 3, Block 10, Palm Vista Addition	$9,940	$4,500	$652.46	PSJA ISD
T-1088-07-H 69	Lot 8, Block 5, Highland Heights Subd., an addition to the City of Alamo	$6,410	$3,300	$446.60	PSJA ISD
T -1095-07-G 70	0.50 acre, more or less, being the West one-half of that certain 1.00 acre tract, more or less, situated 20, Block 8, John Closner Subd., an addition to the City of San Juan	$31,530	$7,500	$876.32	PSJA ISD
T-1134-07-A 71	Lot 7, SAVE & EXCEPT; however, that certain West 213.30 ft. of said Lot 7, Burg Subd., an the City of San Juan	$27,290	$6,000	$777.40	PSJA ISD
T -1139-07-G 72	Lot 82, Los Chaparrales Phase II, City of San Juan	$28,590	$15,000	$2,690.60	PSJA ISD
T-632-08-H 73	Lots 76 and 77, C.M. Swallow Resubd. of Block 19, Original Townsite,City of Alamo	$8,300	$3,400	$534.25	PSJA ISD
T-288-00-A 74	Lots 18 and 19, Block 3, Progreso Original Townsite	$21,830	$13,500	$3,179.52	Progreso ISD
T-1034-07-H 75	Lot 82, El Cercado Subd.	$16,880	$14,000	$2,768.51	Sharyland ISD
T-799-08-H 76	0.264 acre, more or less, being a portion of Lot 192, John H. Shary Subd.	$6,970	$4,000	$911.68	Sharyland ISD
T-074-04-B 77	Lot 83, Los Ranchitos Subd,	$12,650	$4,600	$693.63	Valley View ISD
T-154-98-G 78	.046 acre, more or less, being a portion of Block 1, Stallworth Addition, City of Weslaco	$3,900	$2,900	$306.60	Weslaco ISD
T-182-04-B 79	The West one-half of Lots 12, 13, 14 and 15, Block 18, Esplanada Subd., an addition to the City of	$24,780	$8,000	$1,967.04	Weslaco ISD

T-1025-04-H 80	Lot 26, Block 2, L. D. Morgan Addition, City of Weslaco	$22,110	$8,500	$1,687.05	Weslaco ISD
T-1162-04-A 81	Lot 6, Block 5, Kaymar Subd., Unit No.3	$11,150	$2,800	$164.91	Weslaco ISD
T-234-06-I 82	Lots 19 and 20, Block 5, Christensen's Subd., an addition to the City of Weslaco	$14,980	$4,500	$730.36	Weslaco ISD
T-382-06-D 83	Lots 5, 6 and 7, Block 2, Villa Vista #1, an addition to the City of Weslaco	$21,820	$4,500	$428.40	Weslaco ISD
T-416-06-B 84	Lot 13, Block 3, El Texano Subd., an addition to the City of Weslaco	$27,600	$13,000	$2,761.20	Weslaco ISD
T-552-06-C 85	Lot 45, La Mesa Subd.	$9,080	$2,900	$304.83	Weslaco ISD
T-1046-06-B 86	Lots 17 and 18, Block 8, Esplanada Park	$19,860	$4,500	$884.40	Weslaco ISD
T-1132-06-G 87	1 acre, more or less, situated in Farm Tract 1034, Adams Tract Subd.	$23,870	$5,000	$804.50	Weslaco ISD
T-189-07-D 88	Lots 14 and 15, Block 6, Christensen's Subd.	$16,910	$8,500	$1,361.00	Weslaco ISD
T-208-07-B 89	Lot 9, Block 6, Diana Subd.	$16,130	$5,000	$828.52	Weslaco ISD
T-1028-07-G 90	Lot 12, Block I, Sunrise Hill Subd.	$10,710	$3,000	$291.74	Weslaco ISD
T-1299-07-D 91	Lot 1, Block 4, Tejas Dos Subd.	$14,840	$5,500	$859.11	Weslaco ISD
T-288-02-1 92	The West 5.0 acres of the South 10 acres of Lot 42-10, West Addition to Sharyland	$41,900	$10,000	$2,455.25	Mission CISD
			TOTAL FOR COUNTY	$130,298.51	

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 8th day of June, 2010, at the regularly scheduled meeting of the Commissioners' Court of Hidalgo County, Texas, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERD AND SIGNED on this 8th day of June, 2010.

_____

Rene A. Ramirez, County Judge,
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit “A”

(Tax Resale Properties)

AI-21525 **10.C.**

Hidalgo Office of Employment & Training Retirement Documents

CC REGULAR

Date:	06/08/2010
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office **Sub-category:** Executive Officer

Information

CAPTION

Approval for the Hidalgo County Executive Officer to fill out and sign all forms related to the discontinuation of services from American United Life (a OneAmerica Financial Partner) to discontinue the "County of Hidalgo Office of Employment & Training" retirement plan.

BACKGROUND

Signing will be after proper notification of the 6 participants and after distribution forms have been filed for each or have in good faith been attempted.

Dates are subject to change on termination papers due to time constraints.

Fiscal Impact

Attachments

Link: Separation from Service Distribution Request

Link: Termination Documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/04/2010 04:30 PM	APRV
2	Sergio Cruz	Sergio Cruz	06/04/2010 04:44 PM	APRV
3	Auditor's Office		06/04/2010 06:30 PM	NEW
Form Started By: Dale Kennan			Started On: 06/04/2010 02:53 PM	
Final Approval Date: 06/04/2010				

Separation from Service Distribution Request

Use this form to request: A distribution due to retirement, disability, or termination from employment from all qualified retirement plans.

Products and financial services provided by
American United Life Insurance Company®
a OneAmerica® *company*
One American Square, P.O. Box 6011
Indianapolis, IN 46206-6011
1-800-249-6269

OneAmerica®

Please print in UPPER CASE letters in Black or Dark Blue ink!

First Name M.I. Last Name

Mailing Address (Please contact AUL at 1-800-249-6269 if you have a foreign address.)

City State Zip Code

Social Security Number Daytime Telephone Number

Plan Number Plan Name / Employer

Email Address

Section I – Distribution Amount

A. Full Withdrawal

☐ Check this box to request your entire vested account balance less any applicable tax withholding and/or fees. Certain money types may be restricted based on the provisions of your plan.

B. Partial Withdrawal

☐ Check this box for a specific cash disbursement. Specify the amount in space provided. Please provide the ***gross amount*** (before tax withholding and any applicable fees). The amount requested will be distributed and withdrawn proportionately from all investments and requested sources. If a dollar amount and percent are provided, the percent will be distributed. If the requested partial withdrawal amount will leave a balance in your account less than $1,000.00, 100% of your vested account balance less any applicable tax withholding and/or fees will be distributed unless your plan provisions restrict certain money types from being distributed.

% or $

Section II – Tax Withholding

Federal Tax Withholding – The Internal Revenue Service requires income tax withholding of 20% on all benefit distributions that are not directly rolled over to another qualified retirement plan or traditional IRA. If you would like an additional amount withheld, please indicate that additional amount below:

Please withhold: $ **in addition to the mandatory 20%.**

State Tax Withholding – If you live in a state that requires State tax withholding if Federal tax is withheld, then we will automatically withhold the mandatory amount for State taxes.

If State tax withholding is not required, do you want State tax withheld from your payment? ☐ No ☐ Yes Please withhold: %

R-19125-1 3/28/08

Section III – Payment Information – Please select one type of distribution below:

☐ **Lump Sum Distribution** – By selecting this option you are requesting a taxable distribution.

☐ **Transfer / Rollover** – Please check this box if you are requesting the amount specified in Section I to be moved to an account with another AUL contract or another financial institution.

☐ **Transfer / Rollover of** $□,□□□,□□□.□□ **, with the remainder paid to me** –

Please check this box if you are requesting a portion of your vested account balance to be moved to an account with another AUL contract or another financial institution, with the remainder of the specified amount provided in Section I paid to you.

☐ **Payment of** $□,□□□,□□□.□□ **to me, with the remainder paid as a Transfer / Rollover** –

Please check this box if you are requesting a portion of your vested account balance paid to you with the remainder moved to an account with another AUL contract or another financial institution. Please provide gross amount above.

If applicable, please select the type of Transfer/Rollover:

☐ **Internal Transfer / Rollover** – Please check this box if you are requesting your account to be moved to another AUL contract.

AUL Account Number: □□□□□□□□□□□

☐ **External Transfer / Rollover** – Please check this box if you are requesting your account to be moved to an account with another financial institution.

Important! If you selected **External Rollover** above, please complete the rest of Section III below:

Name of Institution

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

Mailing Address

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City □□□□□□□□□□□□□□□□ State □□ Zip Code □□□□□-□□□□

Account Number

□□□□□□□□□□□□□□□□□□□□□□

Required Minimum Distributions (RMD) are not eligible to be rolled over. If AUL has processed an RMD for you in the past, then your RMD will be distributed to you prior to a rollover distribution. The RMD will have 10% Federal tax withholding and any applicable mandatory State tax withholding.

Account Type: ☐ Another Qualified Plan ☐ Traditional IRA ☐ Roth IRA

Section IV – Participant Acknowledgement and Signature

I certify that I received the Special Tax Notice and the information provided on pages 1 and 2 is complete and accurate to the best of my knowledge. If applicable, I certify that the qualified retirement plan or IRA named to receive my payment(s) is an eligible plan for purposes of receiving direct rollovers. I understand that a change in my employee status may impact disability benefits under the terms of my plan.

☐ For 1099 reporting purposes, I certify that I am/was a Military Reservist called to active duty for at least 180 days between September 11, 2001 and December 31, 2007, or a member of a public safety organization separated from service on or after age 50.

_____ Date: □□/□□/□□□□

Participant Signature M M D D Y Y Y Y

Section V – Employer Information and Approval

A. Benefit Type (Please check one.)

☐ Termination Benefit ☐ Normal Retirement Benefit

☐ Early Retirement Benefit ☐ Disability Benefit

Date of employment termination: ☐☐/☐☐/☐☐☐☐
M M D D Y Y Y Y

B. Additional Information

1. Plan year hours worked in the year of termination.

Hours worked (If not previously reported)*: ☐☐☐☐ hours

If no hours are reported above or previously, a full year of service will be assumed. If hours are provided and do not match what you may have previously submitted for this participant, an adjustment will be made as of the participant's date of termination. For plans with employment year service or vesting computation periods, this adjustment could impact calculations.

2. The participant's vested percentage is*: ☐☐☐%

If left blank, for plans that we provide administrative services, your signature authorizes using the vesting calculated by the recordkeeping system. If vesting has previously been applied to this participant's account, the vesting percentage provided in this section will NOT be used.

3. If requesting a partial distribution, select the sources from which you would like the money distributed. Check all that apply. The requested amount will be withdrawn pro rata from all requested sources. If a requested source is restricted by your plan, the remaining sources will be used. If no sources are indicated, then all available sources will be used.

☐ All ☐ Employee Deferrals ☐ Employer

☐ Rollover ☐ Employer Match ☐ Other _____

4. Does the participant want to wait 30 days before the benefit is paid out?
If no option is selected, the benefit will be paid immediately.

☐ No ☐ Yes

5. If the participant has an outstanding loan and the date of default is different than the date of termination, please enter the date of default. ☐☐/☐☐/☐☐☐☐
M M D D Y Y Y Y

I certify that the information provided above is complete and accurate to the best of my knowledge and the request complies with the provisions of the plan. **The Special Tax Notice was provided to the participant. The Spousal Consent, if applicable, has been properly completed and remains in the Employer Designated Representative's records.** American United Life Insurance Company® is hereby directed to make benefit payment as elected above.

☐ Please send check to Employer Designated Representative. Otherwise, check will be mailed directly to the participant for payments or financial institution for rollovers.

_____ Date: ☐☐/☐☐/☐☐☐☐
Employer Designated Representative Signature M M D D Y Y Y Y

First Name M.I. Last Name
☐☐☐☐☐☐☐☐☐☐ ☐ ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Print Employer Designated Representative Name – Required to ensure timely processing of benefit.

AI-21521 **11.A.**

Interlocals with School Districts (truancy program)

CC REGULAR

Date:	06/08/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Constable Larry Gallardo
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (truancy program)for the 2010 - 2011 school year :

1. Sharyland ISD
2. Mission CISD
3. La Joya ISD

BACKGROUND

Funding is available.
Agreements to be effective 9/1/10-8/31/11

50% Funding by District:
Sharyland ISD - $ 26,328.50
Mission - $ 26,328.00
La Joya - $ 30,984.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

appropriation to be submitted following CC meeting.

Attachments

Link: letters
Link: agreement
Link: agreement
Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/04/2010 02:11 PM	APRV

2	Rosalinda Cantu	Rosie Cantu	06/04/2010 05:40 PM	APRV
3	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Monica Badillo Started On: 06/04/2010 01:42 PM

Final Approval Date: 06/04/2010

May 28, 2010

Sharyland I.S.D.
Dr. Scott Owings
Superintendent of Schools
1106 North Shary Road
Mission, Texas 78572

Dear Dr. Owings,

The interlocal agreement between the county and the school district will expire August 31, 2010. However, in order for this truancy program to continue serving the district I am respectfully requesting in writing a request that the district is interested in renewing the contract for the 2010-2011 school year. The total funds needed are $52,657. However, Sharyland's portion would be 50% or $26,328.50. This would cover the deputy's salary and fringe benefits. This person will be assigned to your district as a Deputy Constable (truant officer) and perform the duties assigned by the school district and the courts. This item will have to be approved by commissioner's court. Your prompt attention in this matter will strongly be appreciated.

Please call me if you have any questions concerning this matter or have other directives.

Sincerely,

Lazaro Gallardo Jr.

May 28, 2010

Mission C.I.S.D.
Dr. Cornelio Gonzalez
Superintendent of Schools
1201 Bryce Drive
Mission, Texas 78572

Dear Dr. Gonzalez,

The interlocal agreement between the county and the school district will expire August 31, 2010. However, in order for this truancy program to continue serving the district I am respectfully requesting in writing a request that the district is interested in renewing the contract for the 2010-2011 school year. The total funds needed are $52,656. However, Mission's portion would be 50% or $26,328. This would cover the deputy's salary and fringe benefits. This person will be assigned to your district as a Deputy Constable (truant officer) and perform the duties assigned by the school district and the courts. This item will have to be approved by commissioner's court. Your prompt attention in this matter will strongly be appreciated.

Please call me if you have any questions concerning this matter or have other directives.

Sincerely,

Lazaro Gallardo Jr.

Cc: Mr. Jesse Trevino, Coordinator for Student Services

May 28, 2010

La Joya I.S.D.
Dr. Alda T. Benavides
Superintendent of Schools
201 East Expressway 83
La Joya, 78560

Dear Dr. Benavides,

The interlocal agreement between the county and the school district will expire August 31, 2010. However, in order for this truancy program to continue serving the district I am respectfully requesting in writing a request that the district is interested in renewing the contract for the 2010-2011 school year. The total funds needed are $61,968 However, La Joya's portion would be 50% or $30,984. This would cover the deputy's salary and fringe benefits. This person will be assigned to your district as a Deputy Constable (truant officer) and perform the duties assigned by the school district and the courts. This item will have to be approved by commissioner's court. Your prompt attention in this matter will strongly be appreciated.

Please call me if you have any questions concerning this matter or have other directives.

Sincerely,

Lazaro Gallardo Jr.

Cc: Ms. Marina Abdullah, Executive Director for Student Services

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2010, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", 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, in September 2002, the County was the recipient of Project S.T.O.P. (Stop Truancy on Patrol), a grant from the Office of the Governor's Criminal Justice Division (the "Project") for a period of four (4) years;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the Project, which has been administered through Hidalgo County Precinct No. 3 Constable's Office since its inception, is now expiring and the County and District desire to continue the Project during the 2010-2011 school year using their own funds;

WHEREAS, each party desires to contribute one-half of the costs associated with administering the Project at the District;

WHEREAS, in addition to the Project's goals and objectives, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirements; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term**. The period of performance of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off**. Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. County agrees to fund the Program in the amount of Twenty Six Thousand Three Hundred and Twenty-eight and 50/100ths Dollars ($26,328.50) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Twenty Six Thousand Three Hundred twenty-eight and 50/100ths Dollars ($26,328.50) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of

this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

16. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

18. **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.

19. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	Sharyland Independent School District Attention: Dr. Scott B. Owings, Superintendent 1106 N. Shary Road Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Rene A. Ramirez, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78572

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.

20. **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.

21. **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.

22. **Assignment.** This Agreement shall not be assignable.

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

24. **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.

25. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

26. **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.

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____

Dr. Noe Garza, President, Board of Trustees

ATTEST:

_____
Rolando Pena, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2010, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", 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, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Twenty Six Thousand Three Hundred and Twenty-eight and 00/100ths Dollars ($26,328.00).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall us his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions of an attendance officer in accordance with the Texas Education Code Section 25.091, in which the peace officer shall be authorized to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term.** The period of performance of this Agreement shall commence on September 1, 2010 and terminate on August 31, 2011. Either party shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday and any other times required to fulfill the goals and objectives of the Program (i.e., Saturday juvenile education and training sessions) (collectively, "Normal Work Hours"), and at times other than Normal Work Hours upon mutual written agreement between the District and County.

8. **Time Off.** Any vacation, overtime or compensatory time earned by the peace officer shall be used or paid prior to the expiration of this Agreement. The County agrees to notify the District's Humor Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The county shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. County agrees to fund the Program in the amount of Twenty Six Thousand Three Hundred Twenty-eight and 00/100ths Dollars ($26,328.00) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Twenty Six Thousand Three Hundred Twenty-eight and 00/100ths Dollars ($26,328.00) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. Termination. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

15. Conflict of Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contact, 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.

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

17. Entire Agreement. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

18. 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 JURISDICITION IN HIDALGO, TEXAS.

19. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Mission Consolidated Independent School District
Attention: Dr. Cornelio Gonzalez, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Rene A. Ramirez, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78572

20. **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.

21. **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 Agreements

22. **Assignment.** This Agreement shall not be assignable.

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

24. **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.

25. **Authority to Execute.** The execution and performance of this agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

26. **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.

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Lox. Govt. Code Ann. 271.903.

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____

James Olivarez, President, Board of Trustees

ATTEST:

_____

Patty Bazaldua, Secretary, Board of Trustees

HIDALGO COUNTY

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____

Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2010, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", 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, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for a match of Thirty thousand nine-hundred eighty four Dollars ($30,984).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to provide funding to the County in the amount of Thirty thousand nine-hundred eighty four Dollars ($30,984).as consideration to the County for the continued implementation of the Project at the District.

3. County shall fund the amount of Thirty thousand nine-hundred eighty four Dollars ($30,984).for its one-half share of the Project.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2011 spring semester.

7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

11. **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.

12 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District:	La Joya Independent School District Attention: Dr. Aida T. Benavides, Superintendent 201 E. Expressway 83 La Joya, Texas 78560
If to County:	Hidalgo County, Texas Attention: Rene A. Ramirez, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78572

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.

13. **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.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

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

17. **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.

18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

19. **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.

20. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

_____
Jose A. “Fito” Salinas, President, Board of Trustees

ATTEST:

_____
Arnoldo Ochoa, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

AI-21474 **11.B.**

Backpay for employee no. 024821

CC REGULAR

Date:	06/08/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. 3 (1100):
1. Discussion, consideration, and approval on payment of backpay in the amount of $335.79, for employee no. 024821, for meeting the probationary requirements of the Law Enforcement Grade and Step Pay Plan on April 13, 2010.
2. Approval of interdepartmental transfer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 06/02/10, pending interdepartmental transfer.

Attachments

Link: interdept transfer

Link: Worksheet

Link: Grade & Step Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/04/2010 09:06 AM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 10:32 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/04/2010 12:50 PM	APRV
4	Auditor's Office	Linda Fong	06/04/2010 04:28 PM	APRV
5	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Sylvia Solis Started On: 06/02/2010 03:13 PM

Final Approval Date: 06/04/2010

DATE: June 2, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Constable Pct. 3

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(335.79)
TO			
0-1100-421-00-293-001-0- 113	CONSTABLE PCT.3 -	REG F/T EMPLOYEES	285.36
0-1100-421-00-293-001-0- 220	CONSTABLE PCT.3 -	FICA	21.83
0-1100-421-00-293-001-0- 230	CONSTABLE PCT.3 -	RETIREMENT	27.17
0-1100-421-00-293-001-0- 250	CONSTABLE PCT.3-	UNEMPLOYMENT COMP	1.43
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund backpay for employee no. 024821 for meeting the probationary requirements of the Law Enforcement Grade and Step Pay Plan on April 13, 2010.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

Law Enforcement Salary BackPay
for
Constable Pct. 3 - Employee No. 024821
Calendar Year 2010

Summary of request/proposal:
The Constable Pct. 3 Dept. is requesting approval to pay retroactive pay to employee no. 024821 because the department inadvertly failed to move the employee at the completion of his/her probationary period to the Deputy Constable Step I title and corresponding salary, as per the Law Enforcement Grade & Step Pay Plan, on the eligibility date of 04/13/2010.

SUMMARY OF TOTAL PAYOUT

Object Code	Pay Type	Rate	Total
113	Regular F/T Employee (Prorated difference in salary from 04/13/10 - 06/20/10)*	$285.36	$285.36
211	Health Insurance	$2,707.00	$0.00
212	Life Insurance	$27.00	$0.00
220	FICA	7.65%	$21.83
230	Retirement	9.52%	$27.17
250	Unemployment Comp	0.50%	$1.43
260	Workers Comp (7720- Law Enforcement)	0.00%	$0.00
		Total	**$335.79**

NOTE: Back-pay amount is calculated from effective date of 04/13/2010 until the end of the current payperiod.

TIMELINE OF EVENTS AS PER LAW ENFORCEMENT GRADE & STEP

Event	Date	Position Title	Salary Amount
Hire Date	7/13/2009	Peace Officer	$36,480.00
Transferred from Sheriff Dept. to Const. Pct. 3	1/4/2010	Deputy Constable	$36,480.00
End of 6 mo. Probationary period; however it was extended due to transfer	1/13/2010	Deputy Constable	$36,480.00
End of 3 mo. Probationary extension	4/13/2010	Deputy Constable Step I*	$38,000.00

NOTE: Employee was inadvertly not moved after completion of probationary period to the Step I title & salary, effective 04/13/10

HIDALGO COUNTY CONSTABLES 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										
Constable	$ 36,480	$ 38,000	$ 39,330								
Senior Constable		$ 41,800	$ 43,263	$ 44,777	$ 46,344	$ 47,966	$ 49,645	$ 52,128	$ 57,340	$ 63,074	$ 69,382
Chief Depurty Constable		$ 45,980	$ 47,589	$ 49,255	$ 50,979	$ 52,763	$ 54,610	$ 57,340	$ 63,074	$ 69,382	$ 76,320

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 Constables

AI-21422 **11.C.**

2010 LEOSE Appropriation for Constable Precinct 3 (1220)

CC REGULAR

Date:	06/08/2010
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3 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 No. 3 - LEOSE (1220) and 2009 LEOSE interest earned in the total amount of $1,731.22.

BACKGROUND

Received from: Texas Comptroller of Public Accounts
County Treasurer Receipt No: 136243
Amount of Deposit: $1,729.53
LEOSE 2009 Interest Earned: $1.69
Total Appropriation: $1,731.22

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1220-421-00-293-002-0-XXX

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

BUDGETARY IMPACT:

See attached appropriation.
Revenue Acct: 0-1220-335-00-293-000-0-000

Attachments

Link: cert. of revenues

Link: appropriation & backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/03/2010 08:06 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/04/2010 09:02 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/04/2010 03:58 PM	APRV
4	Auditor's Office	Linda Fong	06/04/2010 04:31 PM	APRV
5	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Rachel Cavazos

Started On: 05/28/2010 04:55 PM

Final Approval Date: 06/04/2010

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

June 4, 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
$1,729.53	Constable Pct. 3 LEOSE Annual Allocation

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-4-10
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: June 4, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt. for Constable Precinct 3

ACCOUNT NUMBER: 0-1220-421-00-293-002-0-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
0-1220-421-00-293-002-0-583	CONSTABLE PCT.3 LEOSE- TRAVEL OUT OF CO	1,000.00
0-1220-421-00-293-002-0-584	CONSTABLE PCT.3 LEOSE- REGISTRATION FEES	729.53
0-1220-421-00-293-002-0-584	CONSTABLE PCT.3 LEOSE- REGISTRATION FEES	Interest Earned 1.69
0-1220-335-00-293-000-0-000	CONSTABLE PCT.3- LEOSE REVENUE	1,729.53
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,731.22

REASON: TO APPROPRIATE LEOSE INTEREST EARNED IN 2009 AND L.E.O.S.E. REVENUE FUNDS. INTEREST EARNED IN THE AMOUNT OF $1.69 TO BE APPROPRIATED FROM FUND BALANCE. THESE REVENUES WILL BE USED FOR DEPUTIES AND LAW ENFORCEMENT SUPPORT PERSONNEL TO ATTEND EDUCATIONAL TRAINING.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: June 1, 2010

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 0-1220-421-00-293-002-0XXX

Contact Person: RAQUEL RAMOS **Ph#** 956-205-7031

2010
Transfer

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
0-1220-421-00-293-002-0-583	Constable Pct. 3 LEOSE - Travel out of County	1,000.00
0-1220-421-00-293-002-0-584	Constable Pct. 3 LEOSE - Registration Fees	729.53
0-1220-421-00-293-002-0-584	Constable Pct. 3 LEOSE - Registration Fees	(Interest Earned) 1.69
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,731.22

FOR BACKUP ONLY

REASON: To Appropriate LEOSE Interest earned in 2009 and LEOSE revenue funds. Interest earned in the amount of $1.69 to apporpriated from fund balance. This revenue will be used for deputies and law enforcement support personnel to attend educational training.

Haraldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 136243

Received From: ST. COMP. CONSTABLE PCT. 3 03/12/10 Date 03/18/10

1	121711512	LEOSE FUNDS	0-1220-335-00-293-000-0-000	1,729.53

Total: **1,729.53**

Check Total	1,729.53
Cash Total	.00
Credit Total	.00
Other Total	.00

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P100548	$1,729.53

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 069 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 3
WARRANT TOTAL: $1,729.53
WARRANT NO: 121711512 ISSUE DATE: 02/24/2010

— NOT NEGOTIABLE —

Detach here before depositing →

No. 121711512

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

AI-21454 **11.D.**

Fuel reimbursement request for Jaime T. Cano

CC REGULAR

Date:	06/08/2010
Submitted By:	Nancy Ponce, CONSTABLE PCT. #4
Submitted For:	Constable Eddie Guerra
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #4:
Pursuant to the fuel policy, we are requesting approval to reimburse the following employees for the purchase of fuel for county vehicles, with authority for the County Treasurer's Office to issue payment/check after auditing procedures are completed:

Employee Title	Employee Name	Unit #	Amount
Deputy Constable	Jaime T. Cano	414	$56.00
Deputy Constable	Raul A. Salinas	408	$40.00

BACKGROUND

Deputy Cano:
-Fuel expense incurred as a result of a fuel card not approved on Tuesday, June 1st, 2010. Card did not go through but is now appropriately working for employee no. 116092, thank you.
Deputy Salinas:
-Fuel expense incurred as a result of fuel card that failed on Wed. May 19, 2010. Card has been fixed and is now properly working.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

Available balance as of 06/02/2010 is: $3,809.83
Receipt date: 06/01/2010 at 15:06, transaction no. 15299

Attachments

Link: fuel reimbursement

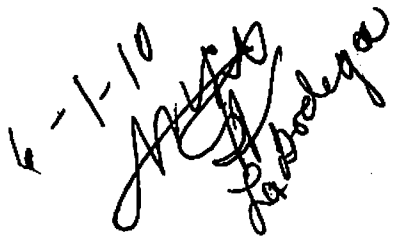
Link: receipt - deputy salinas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 02:57 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/02/2010 05:00 PM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:36 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Nancy Ponce Started On: 06/02/2010 11:32 AM

Final Approval Date: 06/04/2010



WELCOME TO BODEGA 7
956-386-1035
LINN,SAN MANUEL,TEX.
LA BODEGUITA

EDINBURG, TX
DEALER: 4763223-F5C

Descr.	qty	amount
< DUPLICATE RECEIPT >		
UNLD GR #04	20.749G	56.00
	@ 2.699/ G	
Sub Total		56.00
Tax		0.00
TOTAL		**56.00**
CASH $		56.00

THANKS. COME AGAIN
REG# 0001 CSH# 008 DR# 01 TRAN# 15299
06/01/10 15:06:09 ST# A5123

Flores 5B/SF - Mileage
138708

Welcome
to
iesta Food Store

*** DUPLICATE RECEIPT ***

ta Food Stores #4
S. BUS. HWY 281
NBURG, TX 78539
chant#: 5M48811230001

9/10 12:55:59
Date: 05/19/10

Blend	Fuel Ticket #129252	
#2	14.497 G @ 2.759	40.00
total		40.00
es Tax		0.00
tal		$40.00
(USD$)		$40.00
ange		$0.00

ns ID# 809844
115043

AI-21455 **12.A.**

Acceptance of grand award add'l funding - Local Border Security Program
CC REGULAR

Date:	06/08/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to accept additional funding in the amount of $25,000.00 for the Local Border Security Program Grant from Criminal Justice Division (CJD), Office of the Governor.

BACKGROUND

Grant was accepted by Commissioners' Court on 04/13/10 (AI-20676) for the original amount of $900,00.00 awarded to the Hidalgo County Sheriff's Office and the offices of Constable 2 & 3.

Grant No. 2332101

Our office will be submitting an amendment (increase) to the Hidalgo County Sheriff's Office budget for $25,000.00 at a later date.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-057-1-XXX

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

BUDGETARY IMPACT:

Approval to accept the additional grant award.
No local cash match is required.

Attachments

Link: LBSP.funding

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 01:34 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/04/2010 02:39 PM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:37 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Emilia Uriegas — Started On: 06/02/2010 11:35 AM

Final Approval Date: 06/04/2010

Emilia Uriegas

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Tuesday, May 04, 2010 1:19 PM
To: rodolfo.espinoza@hidalgoso.org
Cc: AMartinez@hidalgoso.org; 'Emilia Uriegas'; Becky Luna - Director of Accounting ; Cynthia Careaga - Grant Accountant I ; Linda Fong - 1st Assistant Auditor
Subject: FW: CJD Grant #2332101 Justice Assistance Grant Program - Extra $25,000
Importance: High

Hello Captain:

Mr. Eufracio has received a copy of this email;

Just to remind you; If you will be requesting the $25,000.00, you'll need to take this action before CC to accept the extra $25K and then also, appropriate the same.

Also, we will need to know if the extra $25K will belong to the Sheriff's budget only or divided among the Constables also.

Let me know if you have any questions.

Thanks,

Mike E.

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Tuesday, May 04, 2010 12:42 PM
To: 'Mike Escaname'
Cc: 'Linda Fong - 1st Assistant Auditor'; Becky Morales
Subject: FW: CJD Grant #2332101 Justice Assistance Grant Program
Importance: High

From: Judy Switzer [mailto:jswitzer@governor.state.tx.us]
Sent: Tuesday, May 04, 2010 11:11 AM
To: 'rene.ramirez@hidalgocountyjudge.com'; 'ray.eufracio@auditor.co.hidalgo.tx.us'; 'sherifftrevino@hidalgoso.org'
Subject: CJD Grant #2332101 Justice Assistance Grant Program
Importance: High

The Governor's Office is making an additional $25,000 available to you to support border security under the above referenced grant for a new total budget of $925,000. If you would like to request the additional funds, please open your grant in eGrants and take the following steps:

Click on Budget

Click on Create Adjustment

Scroll down and check the boxes for the following

Request Authorization for a Change Project Scope or Impact Area

Request a modification to the **Project's Scope** and / or **Impacted Area or other Supporting Programmatic and Fiscal Documentation** for the following:

☐ Project Narrative
Project Activities and / or Performance Measures
Supporting Documents
Impacted Target Population or Geographic Area

Scroll down and check the box for supplemental funding

Budget Supplements:

☐ Modify budget line items that will result in an increase to the **Total Project Cost** amount

Scroll to the bottom of the page and enter your justification (how the additional funds will support your project).

Click on Create Adjustment

Click on the Budget Details Tab

Revise your Budget to include the additional funds

Click on the Narrative, Activities and Measures tabs and update the information to reflect the additional activities

Have the Authorized Official Certify the Adjustment

We will process the request and you will receive new award documents covering the revised total.

If you have any questions, please feel free to contact me.

Thanks

Judy Switzer
Program Manager
Criminal Justice Division
Office of the Governor
512/463-7879

AI-21451 **13.B.**

Health Division - PPCPS-BDS Contract

CC REGULAR

Date:	06/08/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached PPCPS-BDS Contract # 2010-035046, Attachment #001, in the amount of $106,496.00 for the period 7/1/2010 to 7/31/2011.

2. Approval of Certification of Revenues as certified by the County Auditor for the PPCPS-BDS Contract.

3. Request approval of the attached PPCPS-BDS Contract Budget for the period 7/1/2010 to 7/31/2011 (Acct # 0-1293-441-00-340-047-1).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-047-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $106,496.00 for the PPCPS-BDS Grant. Grant period is from 7/1/10 to 7/31/11. Revenue account# 0-1293-331-12-340-047-1-000 PPCPS-BDS Revenues

In kind contribution of $5,807.00 for salaries and fringes (time spent on this project).

Attachments

Link: Contract

Link: Budget

Link: cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 11:45 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/04/2010 04:26 PM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:41 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Dan Beltran

Started On: 06/02/2010 10:52 AM

Final Approval Date: 06/04/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number **2010-035046** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **$106,496.00,** and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on **07/01/2010** and ends on **07/31/2011**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2010-035046-001 Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary Projects

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

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

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

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

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES

By:_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

HIDALGO COUNTY HEALTH DEPARTMENT

By:_____
Signature

_____
Date

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

DOCUMENT NO. 2010-035046-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000362332

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary Projects

TERM: 07/01/2010 THRU: 07/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in accordance with the specifications herein in support of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Budget Period 10 Goals by implementing approved projects which resolve identified gaps in or enhance local preparedness.

These projects are funded by budget carryover from State Fiscal Year 2009 (SFY09) to CDC Budget Period 10 (Funding Opportunity AA154), and are designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

Contractor shall provide services in the following county(ies)/area: Hidalgo

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

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

- Budget Period 10 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated May 1, 2009) [http://emergency.cdc.gov/cdcpreparedness/coopagreement/10/FinalPHEP_BP10_Guidance_5-01-09.pdf];
- Contractor's Discretionary Funding Project Applicant Project Summary and Budget Detail; and
- Preparedness Program Guidance(s) as provided by DSHS.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall complete 100% of the deliverables as outlined in the attached Exhibit A by July 31, 2011.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Agency

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

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

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

SECTION VII. BUDGET

Cost Reimbursement

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

SOURCE OF FUNDS: *CFDA #* 93.283

SECTION VIII. SPECIAL PROVISIONS:

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

> Contractor shall submit a final report detailing the completion of performance measures in this Program Attachment to DSHS no later than August 30, 2011 (thirty (30) days after the end the contract period) in a format as prescribed by DSHS. The report will be forwarded electronically as instructed by DSHS.
>
> In addition, Contractor shall provide DSHS any other reports, to include but not limited to the progress of activities, copies of detailed receipts or invoices for expenses incurred, that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance.

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

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

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

> For the purposes of this Program Attachment, funds may not be used for reimbursement of pre-award costs, new construction, or to purchase incentive items.

General Provisions, **General Business Operations of Contractor** Article, **Equipment Purchases,** is revised as follows:

> Contractor is required to initiate the purchase of approved equipment no later than February 28, 2011 as documented by issue of a purchase order or written order confirmation from the vendor on or before February 28, 2011.

General Provisions, **General Terms** Article, **Amendment**, is revised to include the following:

> Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 120 days prior to the end of the term of this Program Attachment.

2010-035046-001

Categorical Budget:

PERSONNEL	$4,465.00
FRINGE BENEFITS	$1,342.00
TRAVEL	$0.00
EQUIPMENT	$76,746.00
SUPPLIES	$0.00
CONTRACTUAL	$29,750.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$112,303.00
INDIRECT CHARGES	$0.00
TOTAL	$112,303.00
DSHS SHARE	$106,496.00
CONTRACTOR SHARE	$5,807.00
OTHER MATCH	$5,807.00

Total reimbursements will not exceed $106,496.00

Financial status reports are due: 11/01/2010, 01/31/2011, 05/02/2011, 08/01/2011, 09/29/2011

Equipment List Attached.

DATE: June 2, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-047-1 PPCPS-BDS

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-047-1-320	Professional Services	$ 29,750.00
0-1293-441-00-340-047-1-748	Other Equipment	$ 76,746.00
0-1293-331-12-340-047-1-000	PPCPS-BDS Revenues	106,496.00
	TOTAL BUDGET	$ 106,496.00

INCREASE REQUEST $

Revenue Account # 0-1293-331-12-340-047-1-000 $ 106,496.00

REASON: Implement PPCPS-BDS Contract for the period 7/1/2010 - 7/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

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

June 4, 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 Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$106,496.00	2010-035046-001 Preparedness and Prevention Community Preparedness Section/ Bioterrorism Discretionary Projects

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-4-10
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.

AI-21441 **14.A.**

2010 Interlocal Cooperation Agreement between Cities and Hidalgo County

CC REGULAR

Date: 06/08/2010
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: Juan Martinez
Department: EMERGENCY SERVICES DIVISION

Information

CAPTION

Discussion and approval of the following 2010 Interlocal Cooperation Agreement(s):
1. City of Pharr
2. City of Edinburg

BACKGROUND

Rural Fire Services agreement approved by CC 04/28/09 (AI-15198)

1. Pharr (2) originals
2. Edinburg (3) originals

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balances as of 06/03/10.

Pharr - 0-1100-422-20-300-017-0-841 - $5,200.00
Edinburg - 0-1100-422-20-300-006-0-841 - $109,625.00

Attachments

Link: 2010 Pharr Contract
Link: 2010 Edinburg.Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 10:37 AM	APRV
2	Roland Garcia	Rolando Garcia	06/04/2010 08:25 AM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:47 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Yolanda Orozco Started On: 06/02/2010 08:58 AM

Final Approval Date: 06/04/2010

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

HIDALGO COUNTY

MAY 25 2010

FIRE MARSHAL'S OFFICE

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18th day of May 2010, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Pharr, 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 18th day of May, 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 May 18, 2010 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 Pharr Fire Dept.
118 S. Cage Blvd. 3rd Floor
Pharr, Texas 78577

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** 5/18/10

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: _____

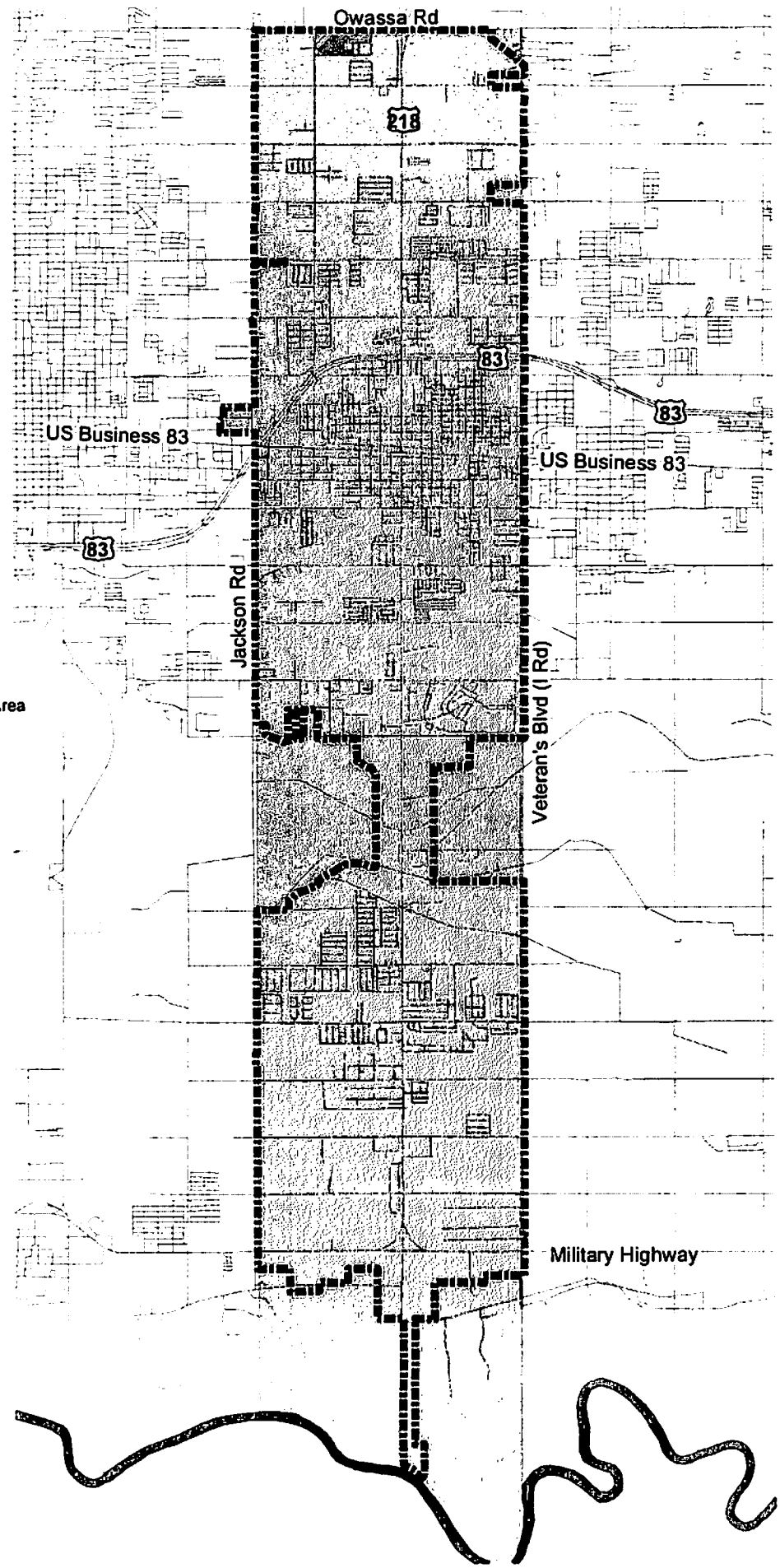
ESTIMATED $ LOSS: _____ ATTEST: _____

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 Contract 2009



Legend

- Rio Grande River
- Pharr City Limit
- Pharr Response Area

Map Created on:
June 3, 2009

Pharr
All-America City
2006

0 0.3 0.6 1.2 1.8 2.4 Miles

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 19th day of May 2010, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Edinburg, 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 19th day of May, 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 May 19, 2010 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: Edinburg Fire Department
212 West McIntyre
Edinburg, Texas 78539

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: Ramiro Garza, Jr.
City Manager

May 19, 2010
Date

CITY OF EDINBURG, TEXAS

ATTEST:

City Secretary
Myra Ayala Garza

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**

APPROVED AS TO FORM:
Gonzalez Palacios LLP
Attorneys at Law

City Attorney

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:

_____

_____

_____

_____

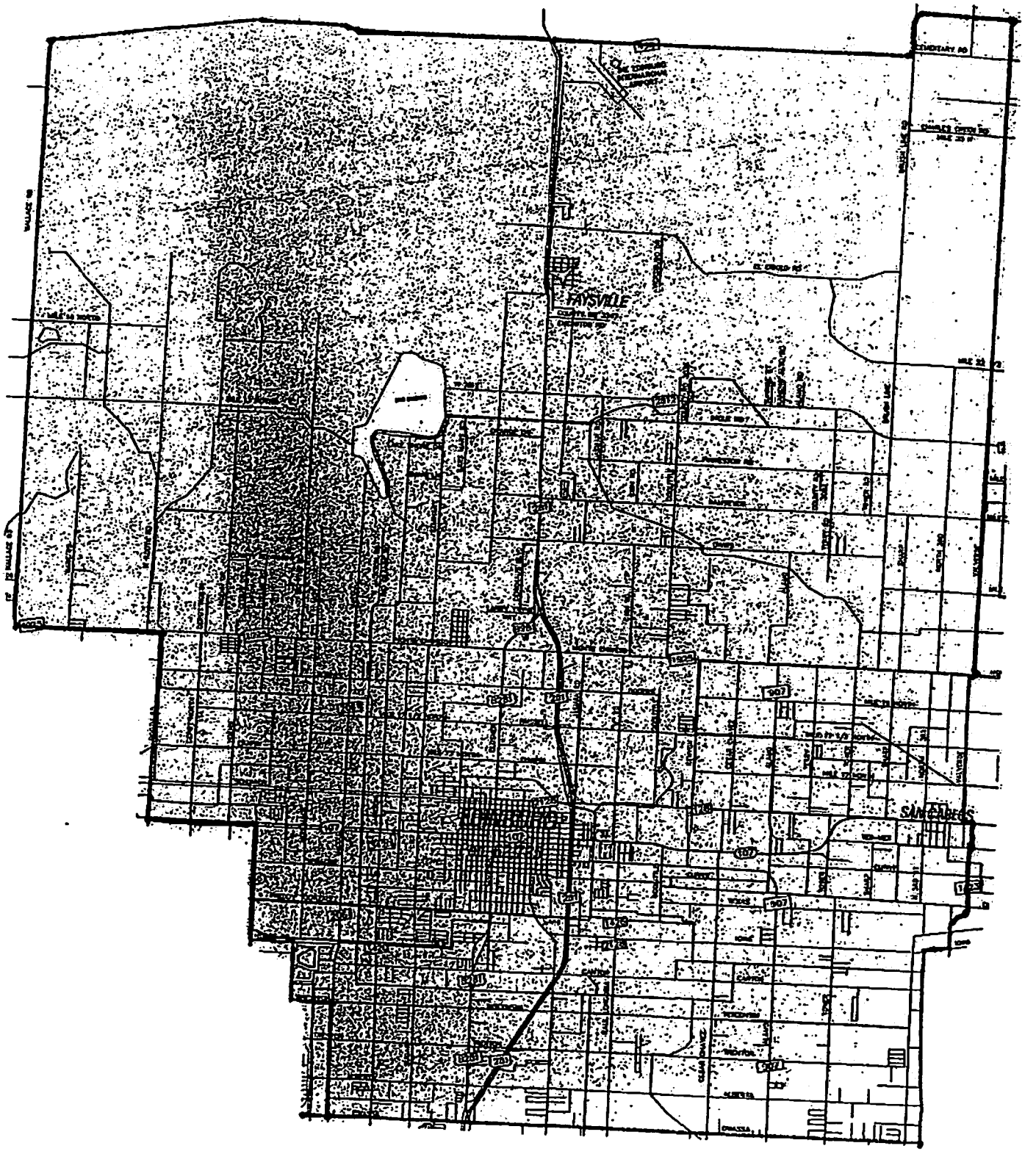
Incident Commander: _____ Report Prepared by: _____

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


FAYSVILLE
SANGERS

AI-21484 **15.A.**

Disaster Recovery Non-Housing projects

CC REGULAR

Date:	06/08/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Carlos Jasso
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Presentation to advise public of proposed projects to be funded by the County of Hidalgo's 2008 Supplemental Disaster Recovery Fund Non Housing Application.

2. Discussion, consideration and action to allocate the City of Granjeno's TDRA Funds in the amount of $35,176.00.

3. Discussion, consideration and action on submittal of Supplemental Disaster Recovery Fund Non Housing application as funded by the State of Texas, Office of Rural Affairs (ORCA).

BACKGROUND

The County of Hidalgo was eligible to receive $547,633 in additional funds bringing the county total allocation to $5,547,633 for non-housing projects that were affected by Hurricane Dolly. The projects to be funded either failed to function as designed or were damaged by Hurricane Dolly. The additional funding was allocated to Precinct No. 1 and Precinct No. 3.

Fiscal Impact

Attachments

Link: Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 04:30 PM	APRV
2	Perla Lopez	Perla Lopez	06/03/2010 10:57 AM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:51 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Estella Webber — Started On: 06/02/2010 04:12 PM

Final Approval Date: 06/04/2010

APPLICATION FOR TxCDBG ASSISTANCE

OMB Approval No.0348-004J

1. TYPE OF SUBMISSION		2. DATE SUBMITTED:	APPLICANT IDENTIFIER:
Application:	Pre-application:		
☒ Construction	☐ Construction	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
☐ Non-Construction	☐ Non-Construction		
		4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICANT INFORMATION:	
Legal Name: COUNTY OF HIDALGO	Organizational Unit: PRECINCT NO. 1
Address (City, County, State, and Zip Code) of applicant: HIDALGO COUNTY 100 EAST CANO 2ND FLOOR P.O. BOX 1356 EDINBURG, TEXAS 78540	Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and e-mail address of applicant preparer: DIANA R. SERNA, EXECUTIVE DIRECTOR HIDALGO COUNTY- URBAN COUNTY PROGRAM 1916 TESORO BLVD. PHARR, TEXAS 78577
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000717	6a. DUNS NUMBER: 103110834
7. TYPE OF APPLICANT: B. County Government	8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision
9. NAME OF FEDERAL / STATE AGENCY: TEXAS DEPARTMENT OF RURAL AFFAIRS	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-228 Title: Texas Community Development Block Grant Program (TxCDBG)
11. PROJECT TYPE: STORM WATER DRAINAGE IMPROVEMENTS AND STREET IMPROVEMENTS	11a. TYPE OF APPLICATION: Disaster Relief Supplemental Fund
12. TARGET AREA(S) AFFECTED BY THE PROJECT: PRECINCT NO. 1 (CITY OF PROGRESO)	13. APPLICANT'S FISCAL YEAR: Beginning Date: 01-01-10 Ending Date: 12-31-10
14. CONGRESSIONAL DISTRICTS:	Representative: 15 Senate: TX. Congress: 111

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS
A. TxCDBG DR REQUEST:	$547,633.00	☐ Yes the preapplication / application was made available to the State Executive Order 12372 process for review on:
B. FEDERAL:		Date:
C. STATE:		☒ No
D. APPLICANT:		☐ Program is not covered by E.O. 12372 -OR-
E. LOCAL:		☐ Program has not been selected by the State for review
F. OTHER:		
G. TOTAL:	**$547,633.00**	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes. If "Yes", attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TxCDBG PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.

a. Typed Name of the Applicant's Authorized Representative:	b. Title of the Applicant's Authorized Representative:	c. Telephone Number
RENE A. RAMIREZ	HIDALGO COUNTY JUDGE	+1 (956) 318-2600
d. Signature of the Applicant's Authorized Representative:		Date/Time Field

Previous Editions Not Usable STANDARD FORM 424 (REV-4-88)

DESCRIPTION OF THE NEED(S) ADDRESSED IN THIS APPLICATION & PROJECT SUMMARY

Provide a narrative regarding all aspects of the project. This description should include the cause of the **damage** (i.e. wind, wind driven rain, rising water, etc...) or **failure to function**; current condition of the facility; detailed description of the project that coincides with the information contained in both Tables 1 and 2; and the total number of households, businesses, and people that will directly benefit from each proposed activity.

All activities must have documented proof of an impact by either Hurricane Dolly or Hurricane Ike. There must be a clear and compelling need related to the disaster declaration, hurricane disaster relief, long-term recovery and/or restoration of infrastructure.

The 2008 hurricane season produced three (3) named storms that hit the Texas coastline, one of which was Dolly, a category 2 hurricane that struck the Rio Grande Valley on July 23, 2008. As part of the City of Progreso' Action Plan, the following is presented for qualification for the ORCA Disaster Recovery Program:

The City of Progreso was greatly affected by the amount of rainfall associated with Hurricane Dolly. Among some of the areas affected within the City, Catarina Subdivision stands out. Catarina Subdivision is located along FM 1015 approximately 1mile north of the U.S. 281. The subdivision is bordered by a drainage ditch to the west and residential development to the north and south. The drainage system for this area consists of paved streets with several valley gutters. There is an existing small storm sewer system within this subdivision running along Martinez Street only. The valley gutters flow into this existing storm sewer system which directs the water toward the existing drainage ditch to the west. Due to the amount, intensity, and duration of the rainfall, the drainage system for Catarina Subdivision failed to function properly. As part of the improvements to the drainage system an improvement of the streets will be necesssary. In an effort to provide relief to the residents at Catarina Subdivision, this project proposes to design and construct an improved storm sewer system and consequently improved streets. The storm sewer system would consist of constructing a storm sewer network consisting of 18-inch, 24-inch, and 30-inch reinforced concrete pipe and ten (10) Type "A" inlets. The new storm sewer system would outfall into a existing drain ditch. The drain ditch continues southward and connects to to the floodway system.

AI-21475 **15.B.**

Interlocal Agreement - Pct. #1 - City of Progreso

CC REGULAR

Date:	06/08/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Carlos Jasso
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Urban County Program on behalf of Hidalgo County Precinct No.1 is requesting authorization to approve an Interlocal Agreement with the City of Progreso for the proposed Paving and Drainage Improvements in the City of Progreso, utilizing the Texas Department of Rural Affairs Supplemental Disaster Recovery Funds in the amount of $547,633.00.

BACKGROUND

Hidalgo County Precinct No.1 TDRA project will consist of Paving and Drainage Improvements and related appurtenances in Catarina Subdivision which includes the following streets; Dunn, Ford, Maritza, Martinez and any abutting streets.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize the Texas Department of Rural Affairs Supplemental Disaster Recovery Funds for the paving and drainage improvements in the City of Progreso.

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 04:06 PM	APRV
2	Perla Lopez	Perla Lopez	06/03/2010 09:59 AM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:54 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Estella Webber — Started On: 06/02/2010 03:22 PM

Final Approval Date: 06/04/2010

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO PRECINCT NO. 1 AND THE CITY OF PROGRESO

This Agreement is made on this **the 8th** day of **June, 2010**, by and between the **CITY OF PROGRESO, TEXAS,** hereinafter referred to as "Progreso" and the **COUNTY OF HIDALGO PCT. 1, COUNTY OF HIDALGO TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Progreso is a General Law B municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, The County desires to assist the City of Progreso by providing paving and drainage Improvements in Catarina Subdivision utilizing Texas Department of Rural Affairs Funding in the amount of $547,633.00.

WHEREAS, County agrees it is in its best interest to provide such assistance to Progreso as described herein, and

WHEREAS, Progreso and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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.

WHEREAS, Progreso and County are agreeable to these terms; and

WHEREAS, the funds will be used for the project as outlined in Exhibit B;

NOW, THEREFORE, Progreso and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to assist Progreso in providing paving and drainage Improvements.

2. Following the Paving and Drainage Improvements as in Exhibit "A", the parties

agree that County will be released of any and all responsibilities imposed by this Agreement.

3. **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 a 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 necessary to bring them within the legal requirements and during the times such conflict exists.

4. **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 thereof.

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

6. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

7. **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith:

If to Progreso: City of Progreso
Attention: Mayor Omar Vela
P.O. Box 699
Progreso, Texas 78579

If to County: Hidalgo County, Texas
Attention: Rene A. Ramirez, County Judge
100 E. Cano
Edinburg, Texas 78540-0758

with copy to : A.C. Cuellar Jr., Commissioner, Precinct No. 1
1902 Joe Stephens
Weslaco, Texas 78596

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.

8. **Additional Documents:** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9. **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.

10. **Assignment:** This Agreement shall not be assignable.

11. **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.

12. **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.

13. **Authority to Execute:** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

14. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement

15. **Commitment of Current Revenues Only:** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be

a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

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

CITY OF PROGRESO

_____
Omar Vela, Mayor

ATTEST:

_____
Sarah V. Castillo, City Secretary

HIDALGO COUNTY

_____
Rene A. Ramirez, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.
BY:
Stephen L. Crain

Exhibit "A"
Description of Activity

The proposed improvements to the present storm sewer system and streets would expand the target areas ability to maintain and preserve the existing housing stock with a lessened threat of flood loss or damage should similar adverse weather conditions present themselves in the future. Therefore, this project is part of an integrated approach to assure the residents of not only the City of Progreso, but also of Hidalgo County as a whole, the development of a safer, more efficient drainage system. A system that will serve to protect the economic infrastructure of the area and foster better overall community recovery efforts.

Exhibit "B"
Budget

Cost of for the Pavement and Drainage Improvements/Street Improvements as described in Exhibit "A", not to exceed $547,633.00.

AI-21488 **15.C.**

Entravision Communications Corp.

CC REGULAR

Date:	06/08/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Maria Lucio
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval to advertise and submit a credit application with Entravision Communications Corporation for the CDBG Disaster Recovery Program under the Urban County Program.

BACKGROUND

The Urban County Program is requesting credit from Entravision Communications Corporation for having the best demographic data for advertising purposes for the target population that may qualify for the Disaster Recovery Program. The Entravision Communications Corporation requires a minimum commitment of thirteen weeks, Urban County Program requests authorization to enter into agreement for thirteen weeks to be increased if needed.

Fiscal Impact

Attachments

Link: Credit Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 04:30 PM	APRV
2	Perla Lopez	Perla Lopez	06/03/2010 08:46 AM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:49 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Hilda Bazan — Started On: 06/02/2010 04:19 PM

Final Approval Date: 06/04/2010

ENTRAVISION COMMUNICATIONS corporation

FOR INTERNAL USE ONLY	
CREDIT. APPROVED ☐	DECLINED ☐
HIGH CREDIT:	
REASON DECLINED:	
CONTROLLER'S SIGNATURE:	
DATE:	

CREDIT APPLICATION

DATE: 06-02-10

CREDIT LINE REQUESTED: WEEKLY $	MONTHLY $

A. COMPANY INFORMATION

TYPE OF BUSINESS: ADVERTISING AGENCY ☐	DIRECT ☐		CLIENT INDUSTRY:
APPLICANT LEGAL ENTITY NAME: Hidalgo County Urban County Program			
TRADE NAME OR DBA			
STREET ADDRESS 1916 Tesoro Blvd.			
CITY Pharr	STATE TX		ZIP CODE 78577
PHONE # 956-787-8127	FAX # 956-787-5291		E-MAIL ucp@bizrgv.rr.com
BILLING ADDRESS *(IF DIFFERENT)*:			
CITY	STATE		ZIP CODE
PAYMENT CONTACT: Steve De La Garza	PHONE # 956-787-8127		E-MAIL
DATE BUSINESS ESTABLISHED	IF INCORPORATED, DATE OF INCORPORATION		
BUSINESS IS INCORPORATED ☐	PROPRIETORSHIP ☐	PARTNERSHIP ☐	LLC ☐ LLP ☐
NON-PROFIT ORGANIZATION ☑			
FEDERAL I.D. NUMBER 74-6000717	STATE OF INCORPORATION		

PRINCIPAL OWNERS, OFFICERS AND PARTNERS: *(ATTACH SEPARATE SHEET WITH ADDITIONAL INFORMATION, IF NECESSARY.)*

NAME	TITLE	SSN
NAME	TITLE	SSN
NAME	TITLE	SSN
NAME	TITLE	SSN
NAME	TITLE	SSN
AFFILIATED COMPANIES		PHONE NO.

B. BANK REFERENCE

BANK NAME First National Bank		CONTACT Dacia Salinas	
ADDRESS 100 W. Cano		PHONE NO. (956) 380-8504	FAX NO.
CHECKING ACCT NO. 14010143 A/P		SAVINGS ACCT NO.	
LOAN NO.		OTHER ACCOUNT NO.	

C. MEDIA/BROADCAST CREDIT REFERENCES

COMPANY NAME	CONTACT	
ADDRESS	PHONE NO.	FAX NO.
COMPANY NAME	CONTACT	
ADDRESS	PHONE NO.	FAX NO.
COMPANY NAME	CONTACT	
ADDRESS	PHONE NO.	FAX NO.
COMPANY NAME	CONTACT	
ADDRESS	PHONE NO.	FAX NO.

D. ADVERTISER FOR WHOM YOU WISH TO PLACE ADVERTISING

NAME	CONTACT	PHONE
ADDRESS	PRINCIPAL	

E. TERMS AND CONDITIONS

1) Each of the undersigned understands that all advertising purchased from Entravision Communications Corporation ("Entravision") shall be subject to Entravision's conditions of contract (the "Advertising Contract"), which shall govern the contractual relationship among the parties. Each of the undersigned acknowledges that the terms of the Advertising Contract include, without limitations, the following: (a) invoices are to be paid net 30 days from date of invoice to Entravision's stations; and (b) if the undersigned applicant ("Applicant") is an agency ("Agency") contracting with Entravision for broadcast time on behalf of an advertiser ("Advertiser"), Applicant and Advertiser shall be jointly and severally liable for all payments or obligations due.

2) Invoices will be issued in accordance with the official station log. Each invoice will be deemed accepted by Agency and/or Advertiser unless Agency and/or Advertiser notifies Entravision in writing that the invoice is incorrect and specifies the nature of the dispute in detail within thirty (30) days after the invoice date (but any such dispute shall not affect Applicant's obligation to make payment as set forth above). Failure to report any dispute within such time shall constitute a waiver of any claim by Applicant with respect to such dispute. Time of payment is of the essence.

3) Each of the undersigned represents and warrants that the information provided in this credit application is true and correct, which such representation and warranty is hereby incorporated by this reference into the Advertising Contract as a representation and warranty made by each of the undersigned to Entravision. It shall be a condition precedent to Entravision's obligations under the Advertising Contract that said representations and warranties are true at all times during the term of the Advertising Contract.

4) Payment by the Advertiser to the Applicant shall not constitute payment to Entravision and shall not relieve the Advertiser of its joint and several liabilities under the Advertising Contract. If either the Applicant or Advertiser fails to perform any obligation under the Advertising Contract, Entravision shall have the right, in addition to all rights available by law, in equity, or under the terms of the Advertising Contract, to rescind the extension of credit, cancel remaining advertising schedules and demand immediate payment of all outstanding amounts due.

5) Entravision reserves the right, in its sole and absolute discretion, to deny the granting of credit to the Applicant for any reason or no reason. If credit is approved, Entravision reserves the right to cancel credit at any time with or without notice for whatever reason.

APPLICANT SIGNATURE	TITLE Director
PRINT NAME Diana R. Serna	DATE 06-02-10

AI-21478 **15.D.**

Request to delete one (1) Program and Compliance Analyst and create one (1) Program Coordinator I

CC REGULAR

Date:	06/08/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Nydia Vega
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

CDBG (Fund 1288):
1. Approval to delete one (1) vacant regular full-time Program and Compliance Analyst position, slot #0017, grade level 10.
2. Approval to create one (1) regular full-time Program Coordinator I position, slot #0022, grade level 10.
3. Approval of revised salary schedule.

BACKGROUND

Funds for proposed Program Coordinator I position and related fringe benefit expenditures available, through the Urban County Program - CDBG funds (1288-463-00-250-001-6-XXX).

Fiscal Impact

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

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

BUDGETARY IMPACT:

Position to be funded from Urban County Funds.

Attachments

Link: Job desc.- Program & Compliance Analyst

Link: revised salary schedule

Link: PARs

Link: Fiscal Note

Link: job description- program coordinator I

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 04:09 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	06/04/2010 12:20 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/04/2010 04:59 PM	APRV
4	Auditor's Office		06/04/2010 06:30 PM	PEND

Form Started By: Estella Webber

Started On: 06/02/2010 03:46 PM

Final Approval Date: 06/04/2010

DELETE

PROGRAM & COMPLIANCE ANALYST

GRADE: 10

GENERAL DESCRIPTION

This position involves the drafting of plans for the rehabilitation or reconstruction of homes. The position requires travel to the project site and documenting conditions and measurements.

EXAMPLES OF WORK PERFORMED

Inspect homes to housing quality standard violations

Documentation of conditions and measurements

Drafting of plans for rehabilitation or reconstruction of homes

Coordinating plans with specifications

Reports to UCP Director on a regular basis communicating the progress of the Program

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Business related field, Accounting preferable; Two (2) years of grant auditing or related experience; Grants management experience preferred. Two (2) years of experience may be substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Good understanding and knowledge of CAD system is required

Good understanding and knowledge of Housing Quality Standards and other structures is required with a good understanding and knowledge of terminology and related aspects of construction

Knowledge of federal, state and local grant regulations

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1288-463-00-250-001-6

URBAN COUNTY - CDBG

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR				106,498.00	106,498.00	420.00	0.00	0.00	8,000.00	0.00	114,918.00
0002	113	COMPLIANCE DIVISION MANAGER I	13	1	46,747.00	46,747.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	COMPLIANCE DIVISION MANAGER II	15	4	60,250.00	60,250.00	60,521.00	600.00	0.00	0.00	3,600.00	0.00	64,721.00
0004	113	DEPUTY DIRECTOR	18	1	68,687.00	51,515.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	CONTRACTS MANAGER	12	1	43,284.00	43,284.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	MONITOR II	12	4	47,829.00	47,829.00	48,250.00	960.00	0.00	0.00	0.00	0.00	49,210.00
0007	113	COMPLIANCE MONITOR	13	2	48,383.00	48,383.00	48,383.00	300.00	0.00	0.00	0.00	0.00	48,683.00
0008	113	ACCOUNTANT IV	14	4	55,788.00	55,788.00	56,184.00	600.00	0.00	0.00	0.00	0.00	56,784.00
0009	113	PROGRAM COORDINATOR II	12	4	47,829.00	47,829.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	PROGRAM COORDINATOR I	10	2	38,408.00	38,408.00	35,563.00	300.00	0.00	0.00	0.00	0.00	35,863.00
0011	113	PROGRAM COORDINATOR I	10	1	37,109.00	37,109.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
0012	113	MONITOR I	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0013	113	MONITOR I	10	1	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	PROGRAM COORDINATOR II	12	2	44,799.00	44,799.00	41,481.00	420.00	0.00	0.00	0.00	0.00	41,901.00
0015	113	HR COORDINATOR II	11	5	45,690.00	45,690.00	45,690.00	1,380.00	0.00	0.00	0.00	0.00	47,070.00
0016	113	ACCOUNTANT II	10	5	42,305.00	42,305.00	42,437.00	660.00	0.00	0.00	0.00	0.00	43,097.00
		DELETE											
0017	**113**	**PRGRM & CMPLNC ANALYST**	**10**	**1**	**37,109.00**	**37,109.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0018	113	ADMINISTRATIVE ASSISTANT III	8	3	34,043.00	34,043.00	34,423.00	720.00	0.00	0.00	0.00	0.00	35,143.00
0019	113	ACCOUNTING CLERK I	6	3	29,186.00	29,186.00	29,186.00	0.00	0.00	0.00	0.00	0.00	29,186.00
0020	113	CLERK III	5	2	26,140.00	26,140.00	26,200.00	0.00	0.00	0.00	0.00	0.00	26,200.00
0021	114	CUSTODIAN I	1	5	21,164.00	10,529.00	10,529.00	0.00	0.00	0.00	0.00	0.00	10,529.00
		PROPOSED POSITION											
0022	**113**	**PROGRAM COORDINATOR I**	**10**	**1**	**37,009.00**	**37,009.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL			848,868.00	927,559.25	656,814.00	6,360.00	0.00	0.00	11,600.00	0.00	674,774.00

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 250 **DATE:** 6/4/10

CURRENT POSITION TITLE: PROGRAM & COMPLIANCE ANALYST **CURRENT SLOT. #:** 0017

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Slot #0017

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

POSITION SALARY REQUEST:

Salary Amount: $ 37,109.00 - (GRADE 10) Step 1 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ 37,109.00 Grade 10 Step 1 (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)

This action is necessary in order to create one (1) regular full-time Program Coordinator I classified position, due to the new grants awarded to the County.

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

In file

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

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	6/4/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/4/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 250 **DATE:** May 25, 2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0022

REQUESTED POSITION TITLE: Program Coordinator I
(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: $ 0.00 (Current Budgeted Salary) $ 37,109.00 (Grade 10) Step 1 (Proposed Budgeted Salary) $ 37,109.00 (Grade 10) Step 1 (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)

This position is necessary to appropriately meet program requirements

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

In file

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

N/A

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

Funds for proposed Program Coordinator I position and related fringe benefits will be funded through the Urban County Program - CDBG funds

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

COMMENTS - PENDING CC APPROVAL OF REGRADE.

1.	DEPARTMENT HEAD	5/25/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/4/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21478

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 08, 2010

Summary of request/proposal:
Urban County:
1. Approval to delete one (1) vacant regular full-time Program and Compliance Analyst position, slot no. 017, grade level 10.
2. Approval to create one (1) regular full-time Program Coordinator I position, slot no. 022, grade level 10.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1288	PROG. & COMP ANALYST	0017	113	10	1	37,109.00	0.00	(37,109.00)
1288	PROGRAM COORDINATOR I	0022	113	10	1	0.00	37,109.00	37,109.00
					TOTAL:	37,109.00	37,109.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1288-463-00-250-001-6- 113	URBAN COUNTY- CDBG -	REG F/T EMPLOYEES	$0.00
0-1288-463-00-250-001-6- 211	URBAN COUNTY- CDBG -	HEALTH INSURANCE	$0.00
0-1288-463-00-250-001-6- 212	URBAN COUNTY- CDBG -	LIFE INSURANCE	$0.00
0-1288-463-00-250-001-6- 220	URBAN COUNTY- CDBG -	FICA	$0.00
0-1288-463-00-250-001-6- 230	URBAN COUNTY- CDBG -	RETIREMENT	$0.00
0-1288-463-00-250-001-6- 250	URBAN COUNTY- CDBG -	UNEMPLOYMENT COMP	$0.00
0-1288-463-00-250-001-6- 260	URBAN COUNTY- CDBG -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$0.00

2011 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

PROGRAM COORDINATOR I

CREATE

GRADE: ~~09~~ 10

GENERAL DESCRIPTION

Performs entry-level technical assistance regarding program rules and regulations. Assists in review and documents all phases of project selection, progress, and completion. Travels to job sites to ensure project compliance. Assists in reviewing and approval of contract compliance and project eligibility.

EXAMPLES OF WORK PERFORMED

Assist in maintaining, performing and reviewing all related duties to projects such as surveys, requests for payments, procurement compliance, site visits and inspections, reviews specs and plans, bid process, etc.

Provide technical assistance to Colonia representatives and non-profit organizations

Assist in preparing and recommending approval of project eligibility, environmental review, and citizen participation documents

Chart project progress and program compliance

Provide technical assistance to City, County, State and Colonia representatives in all areas of program rules and regulations

Review and recommend project payment requests to Supervisor

Process amendment and other program changes as may be necessary

Assists in preparing monthly, quarterly, and annual activity reports

Maintains project files

Assists in the preparation of public notices and in conducting public meeting

Ability to work well with others.

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of experience in direct administration of CDBG funds or work in the municipal or county environment preferred. Graduation from an accredited school or

university with a Bachelor degree in Political Science, Business Administration or related field preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge and experience in interpreting federal rules and regulations

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Registration, Certification, or Licensure

May require a valid driver'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 of this job.

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-21435 **15.E.**

Library computer software purchase - City of Weslaco

CC REGULAR

Date:	06/08/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 is requesting authority to purchase equipment for the public library through Hidalgo County's membership and participation with TPSS-DIR, approved vendor DELL (contract #DIR-SDD-1014) in the amount of $4,684.40 (quote attached hereto) to include fees and discounts as requested by the City of Weslaco for the Public Library. Hidalgo County Precinct No. 1 UCP Year 22 (2009) Public Services (General) funds will be utilized.

BACKGROUND

The library equipment (Software for computer programming) will be purchased to be placed at the public library computer commence area. DELL is an approved vendor through the TPSS-DIR, Contract #DIR-SDD-1014. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Purchase Amount:	Funds Available:
DELL	$4,684.40	$15,021.74 Year 22 (2009) Precinct No. 1 (Weslaco) Public Services (General) funds.

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: software purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	06/01/2010 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	06/02/2010 03:51 PM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:56 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Estella Webber Started On: 06/01/2010 02:36 PM

Final Approval Date: 06/04/2010

Price Proposal Form

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

Name of Cooperative: DIR **Person Contacted:** Brad Hickey

VENDOR #1 **Name:** Dell **Contract No. :** DIR-SDD-1014 **Phone:** 1-888-883-1025

Quantity	Description of Items	Price per Unit	Total Amount
20	Microsoft Office STD 2007 Software	234.22	4,684.40
		TOTAL:	$ 4,684.40

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

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

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

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

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

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

Recommendation: _____

Requested by: Sofia M. Mata Date 3/16/10 **UCP Approval:** _____ Date 5/28/10

Dell Customer Confidential

Quotation

Quote Number: BDH10031207-R02
Quote Expires: Jun 23, 2010

Brad Hickey
Inside Account Manager
850 Asbury Drive
Buffalo Grove, IL 60089
P: (888) 883-1025
F: (866) 549-8211
Bradley_Hickey@Dell.com

Customer: Weslaco
Contact: M.J. Mata
Customer # : 123481
Phone:
Fax:
E-mail mjmata@weslaco.lib.tx.us
Date of Issue: May 26, 2010

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

State Contract: DIR-SDD-1014

Product Description	Part #	Quantity	Unit Price	Ext. Price
VLA OFFICE STD 2010	2571020	20	$234.22	$4,684.40

Notes:

Product Sub Total	**$4,684.40**
Grand Total	**$4,684.40 USD**

Quote Prepared By: Brad Hickey

1) Customer's purchase is subject to the terms and conditions of the above referenced contract.

2) Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers.If you have a questions re: your tax status, please contact your inside sales representative listed above.

3) Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted.For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.

4) All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.

5) Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Rev. 12/20/2007

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
Austin Ribbon & Computer	Copiers & Supplies	299-08
American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	Copiers & Supplies	299-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Camcor, Inc.	Audio Visual Equipment & Supplies	313-09
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07

Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	330-09
Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08
Gunn Chevrolet	Vehicles	281-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Ansell Healthcare Products Inc.	Contraceptives	269-A4
Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
****Johnson Grayson Automotive dba Holiday Chevrolet****	**Automotive and Law Enforcement Vehicles**	**071-A1**
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1

Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8
Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
ARC Austin Ribbon & Computer	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601
A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
****Calence****	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs. **Networking Equipment**	236 235 838 **1369**
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264

SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890
SHI Government Solutions, Inc.	Purchase or Various Software	1009
SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Votec	Software	937

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-711030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060
B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030
B&H Photo & Video	VCRS, VCP, DVD, Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020
Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MCS	Access Control Systems	9-84060

MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091
Zep	Janitorial Supplies	2007-118-3034

TCPN;

Vendor	Contract Description	Contract

Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Troxell Communications	Audio Visual Equipment and Services	R4708
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	Communications Equipment & Services	RA01-08
A & B Communications	Communications Equipment & Services	RA01-08
Superior Alarms	Video Surveillance Systems	SE05-08

***Denotes: New Vendor added for approval**

Dell Marketing LP

URL Vendor Website
Vendor ID 1742616805400
HUB Type Non HUB

DIR Contract Number DIR-SDD-1014
Contract Term End Date 6/1/2010
Contract Exp Date 6/1/2013

Dell Marketing LP
Contact Douglas Galloway
Phone (512) 284-4417
Fax 512-283-9092

DIR
Contact Aiko Morales
Phone (512) 475-0515
Fax (512) 475-4759

How t

1. F
2. G
3. F

Contract Overview

For a complete listing of your specialized Dell Account Team, visit the Dell website.

Under this contract eligible customers have the following ordering options:

Customers may place purchase orders directly with Dell. Customers buying directly from Dell will generate a purchase order payable to **Dell Marketing**.

Customers may place their purchase orders directly with the Dell Participating Reseller, Summus Industries (Summus). Customers buying directly from Participating Resellers will generate a purchase order payable to the Participating Reseller. Customers placing orders with Summus, a certified State Historically Underutilized Business (HUB) will capture 100% HUB credit for the procurement.

Please note that Summus cannot currently quote Microsoft Select software; they are only authorized to sell Microsoft Enterprise Agreements under the TX DIR-SDD-1014 contract. Pricing through Summus and Dell Direct should be the same.

Note: All customer purchase orders must reference contract number **DIR-SDD-1014** and contract code **#58ABW** when submitted to Dell or a Participating Reseller.

Get Adobe Reader

Contract: DIR-SDD-1014

Standard Terms and Conditions PDF - 163 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 87 KB | Updated 02/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 298 KB | Updated 02/10/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

Available

3COM
A.D.A.M.
Abbyy
Absolute
Accordent

Available

Software

Additiona

Amendme

AI-21433 **15.F.**

Library equipment purchase - City of Weslaco

CC REGULAR

Date: 06/08/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 is requesting authority to purchase equipment for the public library through Hidalgo County's membership and participation with TPSS-DIR, approved vendor SHI (contract #DIR-SDD-810) in the amount of $2,904.00 (quote attached hereto) to include fees and discounts as requested by the City of Weslaco for the Public Library. Hidalgo County Precinct No. 1 UCP Year 22 (2009) Public Services (General) funds will be utilized.

BACKGROUND

The library equipment (DLP Projector) will be purchased to be placed at the public library computer commons area. SHI is an approved vendor through the TPSS-DIR, Contract #DIR-SDD-810. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Purchase Amount:	Funds Available:
SHI	$2,904.00	$15,021.74 Year 22 (2009) Precinct No. 1 (Weslaco) Public Services (General) funds.

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: library projector

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2010 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	06/02/2010 03:44 PM	APRV

3	Auditor's Office	Linda Fong	06/04/2010 04:56 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Estella Webber

Started On: 06/01/2010 02:20 PM

Final Approval Date: 06/04/2010

Price Proposal Form

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

Name of Cooperative: DIR **Person Contacted:** Jeff DeModna

VENDOR #1 **Name:** SHI **Contract No. :** DIR-SDD-810 **Phone:** 1-800-870-6079

Quantity	Description of Items	Price per Unit	Total Amount
1	Mitsubishi FD630U – DLP Projector – 4000 ANSI Lumens – 1920X1080 - widescreen	2904.00	2,904.00
		TOTAL:	$ 2,904.00

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

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

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

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

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

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

Recommendation: _____

Requested by: Sylvia M. Mac... Date 3/16/10 **UCP Approval:** _____ Date 5/28/10

SHI

Pricing Proposal
Quotation #: 3622263
Created On: Mar-11-2010
Valid Until: Jun-25-2010

WESLACO PUBLIC LIBRARY

A Navarro
525 S. Kansas
Weslaco, TX 78570
United States
Phone: 956-968-4533
Fax:
Email: smartinez@weslacotx.gov

Inside Sales Representative

Jeff DeModna
1301 South Mo-Pac Expressway
Ste 375
Austin, Tx 78746
Phone: 800- 870-6079
Fax: 512-732-0232
Email: Jeff_DeModna@gs.shi.com

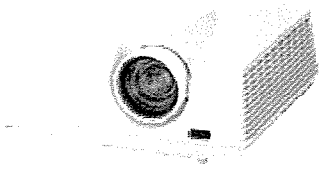
All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	Mitsubishi FD630U - DLP projector - 4000 ANSI lumens - 1920 x 1080 - widescreen - High Definition 1080p NEC - Part#: FD630U	1	$2,904.00	$2,904.00
			Total	$2,904.00

Additional Comments

DIR-SDD-810

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



All

Home | Co-op Contracts | TexasOnline | Security | DCS | CTS

< Return to search results

SHI Government Solutions, Inc.

URL Vendor Website
Vendor ID 1223695478500
HUB Type Asian/Male

DIR Contract Number DIR-SDD-810
Contract Term End Date 11/18/2010
Contract Exp Date 11/18/2012

SHI Government Solutions, Inc.
Contact Darron Gross
Phone (800) 845-6801
Fax 512-732-0232

DIR
Contact Aiko Morales
Phone (512) 475-0515
Fax (512) 475-4759

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-810

Standard Terms and Conditions PDF - 170 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 87 KB | Updated 02/10/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 163 KB | Updated 02/10/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

< No thanks, return to search

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A"
Buyboard;

Vendor	Contract Description	Contract
Austin Ribbon & Computer	Copiers & Supplies	299-08
American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	Copiers & Supplies	299-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Camcor, Inc.	Audio Visual Equipment & Supplies	313-09
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07

Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	330-09
Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08
Gunn Chevrolet	Vehicles	281-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Ansell Healthcare Products Inc.	Contraceptives	269-A4
Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
****Johnson Grayson Automotive dba Holiday Chevrolet****	**Automotive and Law Enforcement Vehicles**	**071-A1**
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1

Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8
Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
ARC Austin Ribbon & Computer	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601
A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223 592 673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
****Calence****	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs. **Networking Equipment**	236 235 838 **1369**
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264

SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890
SHI Government Solutions, Inc.	Purchase or Various Software	1009
SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364
Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223
Votec	Software	937

TPSS-TXMAS contracts;

Vendor	Contract Description	Contract
Acuity Specialty Products DBA Zep Manuf.	Janitorial Supplies, Food Service, Hospitality, Cleaning Equipment & Supplies, Chemical & Services	6-73080
AllSteel Inc.	Office Furniture	9-71I030
Arrow Magnolia International, LP	Cleaning Supplies	7-73050
Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment & Supplies, Chemicals & Services	5-73050
Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140
Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060
B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030
B&H Photo & Video	VCRS, VCP, DVD, Monitors and Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020
Datum Filing Systems Inc.	Office Furniture	5-711010
Diaz Floors & Interiors	Floor Covering	5-721A060
Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180
Ergogenesis, LLC	Office Furniture	3-7110470
Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020
GCR Tires Centers Of Pharr	Tires	7-261020
Garrett Electronics. Inc.	Total Solutions for Law Enforcement, Security Facilities Mgmt., Fire, Rescue, Clothing, Marine	5-84010
Global Industries, Inc.	Office Furniture	3-7111010
Kimball International	Office Furniture	3-711060
MCS	Access Control Systems	9-84060

MSC Industrial Supply Co.	Hardware	3-51V020
Mayline Company	Office Furniture	4-7110330
Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Separation Systems Consulting, Inc.	Environmental Services	7-899030
Sherwin Williams	Maintenance & Hardware	5-51V010
Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070
Snap-On Industrial	Hardware Products & Services	3-51V010
Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020
Stanley Security Solutions, Inc.	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine Craft & Emergency Disaster Response	7-84080
Tandus US, Inc.	Floor Covering	5-721A060
The Hon Company	Office Furniture	3-711090
Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, medium truck, and bus, and retread services	7-261010
Tremco, Inc.	Facilities Maintenance & Management Bldg. & Bldg. Materials/Industrial Services & Supplies	603FAC010 6-56050
United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080
Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010
VF Imagewear, Inc.	Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing	6-84070
W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030
World Wide Imaging Supplies	Office Products	8-75030

TPSS-State Travel Management Program;

Vendor	Contract Description	Contract
Enterprise Rent a Car	Car Rental	TX-C1080
Avis Rent a Car Systems	Car Rental	TX-C1080

TIPS;

Vendor	Contract Description	Contract
Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor & Materials	8032609
3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	01-032609 1072309

US Communities;

Vendor	Contract Description	Contract
Auto Zone	Auto Parts & Accessories	0601343
Graybar	Electrical Products	MA-43272-6
Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A
Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b
The Home Depot	Maintenance/Hardware Supplies	05091
Zep	Janitorial Supplies	2007-118-3034

TCPN;

Vendor	Contract Description	Contract

Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705
CDW	Computer, Components, Peripherals & Software	R-4713
GovConnection	Computer, Components, Peripherals & Software	R-4718
M & A Technology	Computer, Components, Peripherals & Software	R-4721
Office Depot	Office & School Supplies	R-4670
Tandus US LLC	Commercial Floor Covering Systems	R-4882
Tech Depot	Computer, Components, Peripherals & Software	R-4716
Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669
Tremco	Roofing Products & Services	R-4812
ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679
Troxell Communications	Audio Visual Equipment and Services	R4708
Xerox Corporation	Document Management (Copiers)	R-4671
Xerox Supplies	Paper fine	R-4929

GSA;

Vendor	Contract Description	Contract
CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J
Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D
Tactical Gear Now, Inc.		GS-07F-5508R

HGAC;

Vendor	Contract Description	Contract
Motorola	Communication Equipment & Services	RA01-08
Sprint	Communication Equipment & Services	CW-05/02
Superior Alarms	Surveillance & Access Control Equipment	SE05-05
EF Johnson Co.	Communications Equipment & Services	RA01-08
A & B Communications	Communications Equipment & Services	RA01-08
Superior Alarms	Video Surveillance Systems	SE05-08

***Denotes: New Vendor added for approval**

AI-21500 **16.A.**

Planning Department

CC REGULAR

Date:	06/08/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit:

1. Encore Ranches Subdivision – Pct. 4 (Garco, Ltd.)
2. Wynn Ranches Subdivision – Pct. 4 (Garco, Ltd)
3. Sunset Station Subdivision – Pct. 4 (Garco, Ltd.)
4. Sahara Estates Subdivision – Pct. 4 (Garco, Ltd)
5. Little Piece of Texas Subdivision – Pct. 4 (Garco, Ltd.)

BACKGROUND

Fiscal Impact

Attachments

Link: Encore Ranches

Link: Wynn Ranches

Link: Sunset Station

Link: Sahara Estates

Link: Little Piece of Texas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/03/2010 01:54 PM	APRV
2	Olga Garza	Olga Garza	06/04/2010 02:14 PM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 04:06 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Nora Cavazos — Started On: 06/03/2010 11:56 AM

Final Approval Date: 06/04/2010

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

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

DATE: JUNE 2, 2010

RE: ENCORE RANCHES SUBDIVISION – PCT. 4

ON NOVEMBER 10, 2009, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $36,000.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SIX (36) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $17,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF SEVENTEEN (17) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SEVENTEEN SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $17,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 36,000.00
1ST REIMBURSEMENT	$ 17,000.00
BALANCE REMAINING	$ 19,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date 10/22 20 09

Received of: Garco, LTD $ 36,000.00

Thirty six thousand + 00/100 Dollars

Subdivision: Encore Ranches

Cash — Check # 009893 M.O. # —

Received by: Gil. Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	$ 36,000.00
Other	
TOTAL	$ 36,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
No 61430 - 2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Member FDIC
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

009893

10/19/2009

PAY TO THE ORDER OF HIDALGO COUNTY $ **36,000.00

Thirty-Six Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO ENCORE RANCHES

⑈009893⑈ ⑆114921415⑆ ⑈0140003924⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

June2, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: ENCORE RANCHES

Dear Mr. Sesin:

According to our records **(17)** of the septic tank systems for **ENCORE RANCHES** a **(36)** lot subdivision, located on **NORTH HWY 83 & CURRY ROAD** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

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

DATE: JUNE 2, 2010

RE: WYNN RANCHES SUBDIVISION – PCT. 4

ON APRIL 28, 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY FIVE (25) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $12,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWELVE (12) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY (20) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $12,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$25,000.00
1ST REIMBURSEMENT	$ 8,000.00
2ND REIMBURSEMENT	$12,000.00
BALANCE REMAINING	$ 5,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	25,000.00
Other	
TOTAL	25,000.00

Date 04-21 2009

Received of: Garco, Ltd. $25,000.00

Twenty five thousand and °/100 Dollars

Subdivision: Wynn Ranchos

Cash _____ Check # 009431 M.O. # _____

Received by: Yola D. Campos

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 60486 -2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (956) 380-5530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

009431
4/16/2009

PAY TO THE ORDER OF HIDALGO COUNTY $ **25,000.00

Twenty-Five Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO WYNN RANCHETTES Septic-Tanks

⑈009431⑈ ⑆114921415⑆ ⑈0140003924⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

June 3, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: WYNN RANCHES S/D

Dear Mr. Sesin:

According to our records **(20)**of the septic tank systems for **WYNN RANCHES** a **(25)** lot subdivision, located on **ALBETA & VALVERDE** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

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

DATE: JUNE 2, 2010

RE: SUNSET STATION SUBDIVISION – PCT. 4

ON MAY 23, 2006, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF NINETEEN (19) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $3,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THREE (3) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTEEN SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $3,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$19,000.00
1ST REIMBURSEEMENT	$ 9,000.00
2ND REIMBURSEMENT	$ 4,000.00
3RD REIMBURSEMENT	$ 3,000.00
BALANCE REMAINING	$ 3,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

№ 055846

March 07, 2007

RECEIVED OF: Garco, Ltd. $ 19,000.00

Nineteen thousand and 00/100 DOLLARS

SUBDIVISION: Sunset Station DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001 0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	-1100-211-00-000-018-0-000
19 lots	19,000.00
Other	
Total	19,000.00

M.O. ☐ ☐

CHECK ☒ 006627 CASH ☐

Thalia D. Garza
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Member FDIC
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

006627

3/6/2007

PAY TO THE ORDER OF HIDALGO COUNTY PLANNING DEPARTMENT $ **19,000.00

Nineteen Thousand and 00/100********** DOLLARS

HIDALGO COUNTY PLANNING DEPARTMENT

MEMO SUNSET STATION

⑈006627⑈ ⑆114921415⑆ ⑈0140003924⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

June 3, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: SUNSET STATION S/D

Dear Mr. Sesin:

According to our records **(16)**of the septic tank systems for **SUNSET STATION** a **(19)** lot subdivision, located on **TERRY & PINKSTON ROAD** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

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

DATE: JUNE 2, 2010

RE: SAHARA ESTATES SUBDIVISION – PCT. 4

ON MAY 23, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY FOUR (34) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED PLEASE FIND A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY TWO (29) SEPTICS HAVE BEEN INSTALLED, INSPECTED AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$34,000.00
1ST PARTIAL RELEASE	$ 6,000.00
2ND PARTIAL RELEASE	$19,000.00
3RD PARTIAL RELASE	$ 4,000.00
4TH REIMBURSMENT	$ 2,000.00
5TH REIMBURSEMENT	$ 1,000.00

BALANCE REMAINING $ 2,000.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055696

May 31, 2006

RECEIVED OF: Garco Ltd. $34,000.00

Thirty four thousand and 00/100 **DOLLARS**

SUBDIVISION: Sahara Estates **DEVELOPER**

COST OF PAVING **COST OF DRAINAGE** **PCT.**

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	06-1100-211-00-000-018-0-000
34 Tanks	34,000.00
Other	
Total	34,000.00

M.O. ☐ ☐

CHECK ☑ 4974072816 CASH ☐

Maria D. Cavazos
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

69-35
519

FIRST NATIONAL BANK 014
Member FDIC
P.O. Box 810 Edinburg, Texas 78540
(956) 380-8500
1149

4974072816

GARCO, LTD. "Septic Tank Escrow
REMITTER Sahara Estates"

05/31/06

PAY TO THE ORDER OF COUNTY OF HIDALGO

A-2 [redacted] $ ***34,000.00**

THIRTY FOUR THOUSAND and 00/100USDollars

CASHIER'S CHECK

NOTICE TO CUSTOMERS: THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

Lisa Kalif MP
VICE PRESIDENT ASST CASHIER
ISSUER ACCEPTS AS DRAWER/DRAWEE

PAYABLE THROUGH
BB&T
CHARLESTON, WV

42817 / M 1371409

⑆051900353⑆00497 4072816⑈

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

June 2, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: SAHARA ESTATES S/D

Dear Mr. Sesin:

According to our records **(32)**of the septic tank systems for **SAHARA ESTATES** a **(34)** lot subdivision, located on **ALBERTA & TOWER ROAD** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RENE RAMIREZ
COUNTY COMMISSIONER'S COURT

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

DATE: JUNE 2, 2010

RE: LITTLE PIECE OF TEXAS SUBDIVISION – PCT. 4

ON JANUARY 7, 2003, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF NINETEEN (19) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $ 850.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THREE SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $850.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$16,150.00
1ST PARTIAL RELEASE	$ 1,700.00
2ND REIMBURSEMENT	$ 850.00
BALANCE REMAINING	$13,600.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

FFICIAL RECEIPT FOR FEES

HIDALGO COUNTY PLANNING DEPARTMENT
FLOOD CONTROL PROGRAM

RECEIPT Nº 054596

11-12 20 02

ECEIVED OF: Garco, Ltd. $ 16,150.00

Sixteen thousand one hundred fifty and 00/100 DOLLARS

LE NO. _____ DEVELOPER: _____

JBDIVISION: Little Piece of Texas PCT. NO.: _____

LOOD CONTROL FEES 0-365-000-00			SUBDIVISION FEES 010-341-400-00			ENGINEERING FEES PAYABLE 010-202-401-00		
UILDING			FILING FEE			ENGINEERING FEES		
ECHANICAL-ELECTRICAL			INSPECTION FEE			DEFERRED REVENUE		
OUNDATION						---229--- -00		
THER			OTHER Septic Tanks	16,150.00		½ PAVING DEPOSIT		

TOTAL 16,150.00

. O. ☐

HECK ☑ # 001145 CASH ☐

PREPARED BY: M. Cavazos

DITOR'S FORM — ECPD 001: REV. 5-97

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (956) 380-8530
P.O. Box 849 Edinburg, TX 78540-0849

80-2141
1149

001145

11/12/2002

AY TO THE RDER OF COUNTY OF HIDALGO $ **16,150.00

Sixteen Thousand One Hundred Fifty and 00/100********** DOLLARS

COUNTY OF HIDALGO

EMO Escrow For 19 Lots septics Little Piece of Texas

⑈001145⑈ ⑆114921615⑆ ⑈0140003924⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

June2, 2010

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: LITTLE PIECE TEXAS

Dear Mr. Sesin:

According to our records **(3)** of the septic tank systems for **LITTLE PIECE OF TEXAS** a **(19)** lot subdivision, located on **HWY 281 & FM 186** have been installed. They have been inspected and can be expected to function satisfactory.

Sincerely,

Chardo Ramos

Chardo Ramos,
Asst. Chief Inspector

AI-21471 **17.A.**

Lease Election Services- Hidalgo Independent School Dist 061910

CC REGULAR

Date:	06/08/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and Hidalgo Independent School District for their election to be held on June 19, 2010.

BACKGROUND

Two (2) originals of Contract for Lease 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: Leasing- Hidalgo Ind. School Dist 061910

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	06/03/2010 10:43 AM	APRV
2	Yvonne Ramon	Yvonne Ramon	06/03/2010 10:51 AM	APRV
3	Budget & Management	Erika Zamora	06/03/2010 11:04 AM	APRV
4	Roland Garcia	Rolando Garcia	06/04/2010 08:25 AM	APRV
5	Auditor's Office	Linda Fong	06/04/2010 04:58 PM	APRV
6	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Veronica Lopez Started On: 06/02/2010 02:43 PM

Final Approval Date: 06/04/2010

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 the Hidalgo 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 June 19, 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 VI 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 June 19, 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, a 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) Rate of $100.00 for each delivery and each pick-up for iVotronics for Early Voting and Election Day plus fuel cost;

(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.

6.02 **There will be no charge for a digital copy of the Voter Registration list sent to the Entity for self printing; if poll books are printed, a fee for one of the two sets of poll books printed will be billed, as charged by third party vendor. Any additional copies shall be paid by Entity.**

6.03 **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.**

6.04 **If optional supplies are requested by Entity, fees will be charged in accordance with third party vendors' invoices.**

6.05 **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.**

6.06 **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

Edward Blaha, Superintendent
P.O. Box 8820
Hidalgo, TX 78557

6.09 **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 31st day of May, 2010

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

Hidalgo Independent School District
NAME OF LEASING ENTITY

BY: _____

PRINT: Martin Cepeda

TITLE: Board President

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Blanca Lara

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-21498 **18.A.**

Request to create fourteen (14) new positions

CC REGULAR

Date: 06/08/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioner Precinct No. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #1

Information

CAPTION

Fund 1200:
1. Approval to create fourteen(14) regular full-time positions as follows:

Program No.	Program Name	Slot. No.	Position Title	Proposed Budgeted Salary
121-052	Drainage Imp. (1200)	0015	Director of Construction	$47,963.00
121-001	Sanit. (1100)	0027	Director of Sanitation	$41,481.00
121-001	Sanit. (1100)	0028	Clerk III	$23,993.00
121-005	R&B (1200)	0091	Director of Road & Bridge	$57,555.00
121-005	R&B (1200)	0092	Heavy Equipment Operator II	$25,256.00
121-005	R&B (1200)	0093	Heavy Equipment Operator II	$25,256.00
121-005	R&B (1200)	0094	Maintenance III	$23,993.00
121-005	R&B (1200)	0095	Maintenance III	$23,993.00
121-005	R&B (1200)	0096	Traffic Specialist I	$20,049.00
121-005	R&B (1200)	0097	Traffic Specialist I	$20,049.00
121-005	R&B (1200)	0098	Administrative Assistant IV	$39,707.00
121-005	R&B (1200)	0099	Clerk I	$21,164.00
121-005	R&B (1200)	0100	Clerk III	$23,993.00
121-005	R&B (1200)	0101	Accountant III	$44,799.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** FUND 1100 &1200
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funding from deletion of various positions (REF: CC 03-23-10 AI-20447/ 10.B)
03 positions deleted in Drainage Imp. Project: $166,425. All positions in Drainage are on reimbursement basis.
17 positions deleted in R&B: $805,768.00
02 positions deleted in Sanitation: $81,168.00

available fund, pending interdepartmental transfer from Co. Wide Adm to Sanitation.

Attachments

Link: MEMO
Link: Fiscal Note
Link: Interdept. transfer
Link: PAR'S
Link: job descriptions
Link: Revised salary schedule R&B
Link: Revised salary schedule - Drainage
Link: Revised salary schedule - Sanitation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/04/2010 04:42 PM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 04:43 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/04/2010 04:56 PM	APRV
4	Rosalinda Cantu (Originator)	Rosie Cantu	06/04/2010 05:51 PM	APRV
5	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Rosie Cantu Started On: 06/03/2010 09:59 AM

Final Approval Date: 06/04/2010

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

To: Raul Silguero, Budget Officer

From: AC Cuellar, Jr. Commissioner Pct. 1 ACJr

Date: May 28, 2010

Re: Request to create new positions

We have conducted an analysis of all our division operations and have determined that the attached positions will allow us to efficiently operate all functions of Pct. 1.

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

If you have any questions regarding this request, please contact my Chief Administrator, Joseph Palacios at 956-968-8733.

THE COUNTY OF HIDALGO TEXAS

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21498

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 08, 2010

Summary of request/proposal:
Commissioner Precinct No. 1:
Approval to create fourteen (14) regular full-time positions as follows:

DRAINAGE IMPROVEMENT PROJECT (121-052)

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	Director of Construction	0015	113	-	-	0.00	47,963.00	47,963.00
				TOTAL		0.00	47,963.00	47,963.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-121-052-0-	113	PCT1 DRAIN IMPRV PROJECT -	REG F/T EMPLOYEES	$27,381.18
0-1200-431-00-121-052-0-	211	PCT1 DRAIN IMPRV PROJECT -	HEALTH INSURANCE	$1,545.35
0-1200-431-00-121-052-0-	212	PCT1 DRAIN IMPRV PROJECT -	LIFE INSURANCE	$15.41
0-1200-431-00-121-052-0-	220	PCT1 DRAIN IMPRV PROJECT -	FICA	$2,094.66
0-1200-431-00-121-052-0-	230	PCT1 DRAIN IMPRV PROJECT -	RETIREMENT	$2,606.69
0-1200-431-00-121-052-0-	250	PCT1 DRAIN IMPRV PROJECT -	UNEMPLOYMENT COMP	$136.91
0-1200-431-00-121-052-0-	260	PCT1 DRAIN IMPRV PROJECT -	WORKER'S COMP	
			2010 Budgetary Impact	$33,780.20

2011 Budgetary Impact: $59,399.60

Possible Funding Sources: FROM DELETED POSITIONS (REF: CC 03-23-10 AI-20447/ 10.B)

SANITATION (121-001)

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Director of Sanitation	0027	113	-	-	0.00	41,481.00	41,481.00
1100	Clerk III	0028	113	-	-	0.00	23,993.00	23,993.00
				TOTAL:	0.00	0.00	65,474.00	65,474.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-432-00-121-001-0-	113	PCT1 SANITATION -	REG F/T EMPLOYEES	$37,377.88
0-1100-432-00-121-001-0-	211	PCT1 SANITATION -	HEALTH INSURANCE	$3,090.70
0-1100-432-00-121-001-0-	212	PCT1 SANITATION -	LIFE INSURANCE	$30.82
0-1100-432-00-121-001-0-	220	PCT1 SANITATION -	FICA	$2,859.41
0-1100-432-00-121-001-0-	230	PCT1 SANITATION -	RETIREMENT	$3,558.37
0-1100-432-00-121-001-0-	250	PCT1 SANITATION -	UNEMPLOYMENT COMP	$186.89
0-1100-432-00-121-001-0-	260	PCT1 SANITATION -	WORKER'S COMP	
			2010 Budgetary Impact	$47,104.07

2011 Budgetary Impact: $82,828.52

Possible Funding Sources: FROM DELETED POSITIONS (REF: CC 03-23-10 AI-20447/ 10.B)

ROAD & BRIDGE (121-005)

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1200	Director of Road & Bridge	0091	113	-	-	0.00	57,555.00	57,555.00
1200	Heavy Equipment Oper. II	0092	113	-	-	0.00	25,256.00	25,256.00
1200	Heavy Equipment Oper. II	0093	113	-	-	0.00	25,256.00	25,256.00
1200	Maintenance III	0094	113	-	-	0.00	23,993.00	23,993.00
1200	Maintenance III	0095	113	-	-	0.00	23,993.00	23,993.00
1200	Traffic Safety Specialist I	0096	113	-	-	0.00	20,049.00	20,049.00
1200	Traffic Safety Specialist I	0097	113	-	-	0.00	20,049.00	20,049.00
1200	Administrative Assistant IV	0098	113	-	-	0.00	39,707.00	39,707.00
1200	Clerk I	0099	113	-	-	0.00	21,164.00	21,164.00
1200	Clerk III	0100	113	-	-	0.00	23,993.00	23,993.00
1200	Accountant III	0101	113	-	-	0.00	44,799.00	44,799.00
					TOTAL:	0.00	325,814.00	325,814.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-121-005-0-	113	PCT1 P/U RD-	REG F/T EMPLOYEES	$186,001.10
0-1200-431-00-121-005-0-	211	PCT1 P/U RD-	HEALTH INSURANCE	$16,998.85
0-1200-431-00-121-005-0-	212	PCT1 P/U RD-	LIFE INSURANCE	$169.51
0-1200-431-00-121-005-0-	220	PCT1 P/U RD-	FICA	$14,229.08
0-1200-431-00-121-005-0-	230	PCT1 P/U RD-	RETIREMENT	$17,707.30
0-1200-431-00-121-005-0-	250	PCT1 P/U RD-	UNEMPLOYMENT COMP	$930.01
0-1200-431-00-121-005-0-	260	PCT1 P/U RD-	WORKER'S COMP	
			2010 Budgetary Impact	$236,035.85

2011 Budgetary Impact: $415,049.07

Possible Funding Sources: FROM DELETED POSITIONS (REF: CC 03-23-10 AI-20447/ 10.B)

Budget Office Recommendation:

DATE: June 7, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 Sanitation

ACCOUNT NUMBER: 0-1100-4XX-00-1XX-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	(47,104.07)
TO			
0-1100-432-00-121-001-0- 113	PCT1 SANITATION -	REG F/T EMPLOYEES	37,377.88
0-1100-432-00-121-001-0- 211	PCT1 SANITATION -	HEALTH INSURANCE	3,090.70
0-1100-432-00-121-001-0- 212	PCT1 SANITATION -	LIFE INSURANCE	30.82
0-1100-432-00-121-001-0- 220	PCT1 SANITATION -	FICA	2,859.41
0-1100-432-00-121-001-0- 230	PCT1 SANITATION -	RETIREMENT	3,558.37
0-1100-432-00-121-001-0- 250	PCT1 SANITATION -	UNEMPLOYMENT COMP	186.89
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund salary and related fringe benefits for Director of Sanitation and Clerk III position, slot no.'s 0027 0028.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 Drainage Improvement Proj. (121-052) **DATE:** 08/03/10

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0015

REQUESTED POSITION TITLE: Director of Construction
(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: $ 0.00 (Current Budgeted Salary) $ 47,963.00 (Proposed Budgeted Salary) $ 47,963.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other Drainage Department

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
$ $22.47
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)

Position is needed to maintain precinct operations.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/3/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/04/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 Sanitation

DATE: 08/03/10

CURRENT POSITION TITLE: 121-001

CURRENT SLOT. #: 0027

REQUESTED POSITION TITLE: Director of Sanitation
(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: $ 0.00 (Current Budgeted Salary) $ 41,481.00 (Proposed Budgeted Salary) $ 41,481.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other ~~Sanitation Department~~ Co. Wide Adm

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

$ 20.19
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)

Position is needed to maintain precinct operations.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classifed titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 6/3/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/04/10	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 Sanitation (121-001) **DATE:** 06/03/10

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0028

REQUESTED POSITION TITLE: Clerk III
(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: $ 0.00 (Current Budgeted Salary) $ 23,993.00 (Proposed Budgeted Salary) $ 23,993.00 (Net Change) MG

Position to be funded from one of the following:

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

☐ Other Sanitation Department Co wide Adm.

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

$ 11.54
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)

Position is needed to maintain precinct operations.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8/3/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 R&B **DATE:** 08/03/10

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0091

REQUESTED POSITION TITLE: Director of Road and Bridge
(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: $ 0.00 (Current Budgeted Salary) $ 57,555.02 (Proposed Budgeted Salary) $ 57,555.02 (Net Change)

Position to be funded from one of the following:

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

☐ Other Road & Bridge Department

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
$ 27.68
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)

Position is needed to maintain precinct operations.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/3/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/09/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 R & B

DATE: 06/03/10

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0092 + 0093

REQUESTED POSITION TITLE: Heavy Equipment Operator II (2)
(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: $ 0.00 (Current Budgeted Salary) $ 25,256. x 2 (Proposed Budgeted Salary) $ 50,512.00 (Net Change) (NI)

Position to be funded from one of the following:

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

☐ Other Road & Bridge Department

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
$ 12.13
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)

Position is needed to maintain precinct operations.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/3/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/04/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 R&B

DATE: 08/03/10

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0094 & 0095

REQUESTED POSITION TITLE: Maintenance III (2)
(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: $ _____ (Current Budgeted Salary) $ 23993 x 2 (Proposed Budgeted Salary) $ 47,986.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other Road & Bridge Department

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
$ 10.74
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)

Position is needed to maintain precinct operations.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/3/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/04/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 R&B

DATE: 08/03/10

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0096 + 0097

REQUESTED POSITION TITLE: Traffic Specialist I (2)
(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: $ _____ (Current Budgeted Salary) $ 20,049.00 X2 (Proposed Budgeted Salary) $ 40,098.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other Road & Bridge Department

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
$ 9.64
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)

Position is needed to maintain precinct operations.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classifed titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 6/3/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/04/10	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 R&B **DATE:** 08/03/10

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0098

REQUESTED POSITION TITLE: Administrative Assistant IV.
(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: $ _____ (Current Budgeted Salary) $ 39,707.00 (Proposed Budgeted Salary) $ 39,707.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other Road & Bridge Department

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
$ 18.75
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)

Position is needed to maintain precinct operations.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/3/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/04/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 121 R&B **DATE:** 6/2/2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0099

REQUESTED POSITION TITLE: Clerk I
(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: $ _____ (Current Budgeted Salary) $ 21,164.00 (Proposed Budgeted Salary) $ 21,164.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other Road & Bridge Administration

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
$ 10.57
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)

Position is needed to maintain pct. operations.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistant with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/3/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/04/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Precinct #1 - 121 R&B

DATE: 08/03/10

CURRENT POSITION TITLE:

CURRENT SLOT. #: 0100

REQUESTED POSITION TITLE: Clerk III
(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: $ _____ (Current Budgeted Salary) $ 23,993.00 (Proposed Budgeted Salary) $ 23,993.00 (Net Change) MY

Position to be funded from one of the following:

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

☐ Other Road & Bridge Department

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. 11.54 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)

Position is needed to maintain precinct operations.

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than the other departments.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 6/3/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/04/10	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 121 R&B **DATE:** 6/3/2010

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0101

REQUESTED POSITION TITLE: Accountant III
(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: $ _____ (Current Budgeted Salary) $ 44,799.00 (Proposed Budgeted Salary) $ 44,799.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other Road & Bridge Administration

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

$ 21.63
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)

Position is needed to maintain precinct operation.

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)

The new classified titles and salaries are consistent with recommendations from legal counsel as well as comparisons to the other precinct current salary schedule. In most cases the proposed salaries are lower than other departments.

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 6/04/10	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

DIRECTOR OF CONSTRUCTION

GRADE: 14

GENERAL DESCRIPTION

Under the supervision of the County Commissioner or other designated supervisor, the Director of Construction is responsible for overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects.

The position of the Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED

Schedules, establishes work priorities, and coordinating drainage maintenance and construction projects

Directs through subordinate supervisors, such activities constructing, repairing, and/or replacing storm and water drainage systems

Oversees the repairing and cleaning of drainage wells, storm water lift stations, alum injection systems, and/or open drainage systems

Reviews plans and specifications relating to storm sewer, ditch and retention/detention pond maintenance, construction and/or their reconstruction to determine manpower requirements, and cost of equipment and personnel needed to construct and/or maintain projects

Estimates costs and recommends modifications as needed using knowledge of construction principles and regulations pertinent to ditch maintenance operations

Researches drain records to obtain information about drainage ditches such as location of easements, drain maintenance work performed, and past or present problems

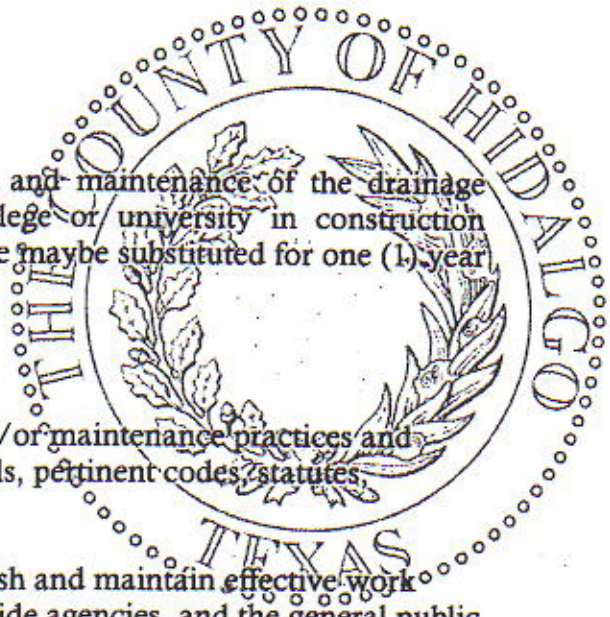
Inspects drainage construction projects in progress to ensure compliance with plans and specifications

Checks such items as proper grade, placement of pipes, materials used, soil type, joints, and constructed ditch maintenance activities

Oversees the clearing and grubbing activities including the removal and disposition of roots, stumps, stubs, logs, and other timber occurring within the grubbing limits

Performs other related duties as assigned

GENERAL QUALIFICATION GUIDELINES



Experience and Education

Four (4) years of experience in the planning, design, and maintenance of the drainage systems. A Bachelors degree from an accredited college or university in construction management or related field. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of drainage system design, construction, and/or maintenance practices and standards including construction equipment and materials, pertinent codes, statutes, regulations, and laws affecting assigned projects

Ability to effectively supervise the work of others, establish and maintain effective work relationships with other supervisor staff, employees, outside agencies, and the general public

Skill in designing water, sanitary sewer, and drainage improvement projects

Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or the other government agencies

Registration, Certification, or Licensure

Employee must have a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's Insurance Carrier

PHYSICAL DEMANDS:

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

Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places

Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50lbs

Sitting for extended periods of time

Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects

Required to follow all County and Precinct safety policies and procedures

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DIRECTOR OF SANITATION

GRADE: 11

GENERAL DESCRIPTION

Performs senior-level sanitation work; Work involves directing and supervising operations of the county sanitation department; Will supervise the technical, administrative, and clerical staff to ensure the efficient and effective collection of solid waste throughout the county.

EXAMPLES OF WORK PERFORMED

Planning, organizing, directing, controlling, inspecting and evaluating the work of sanitation staff and department

Develops plans and procedures for responding to complaints

Prepares written reports on departmental operations

Conducts field inspections and reviews reports of activities to determine present effectiveness and efficiency of operations and to develop more effective and efficient procedures

Keeps informed of the latest developments in waste collection technology

Plans and recommends the purchase of new equipment for better efficiency and effectiveness

Investigates work-related accidents and submits injury reports; confers with the county Safety officer

Implements training and safety measures for all staff

Prepares and submits written reports as required

Reviews employee personnel related documents

Assists in budget preparation for the department

Assures good relations with the public through delivery of service and prompt handling of special requests

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in waste collection and disposal with supervisory experience. Graduation from an accredited four-year college or university with Bachelor's Degree in Public or Business Administration; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of methods of management, administration, and effective supervisory techniques as related to a county-wide waste collection operation

Ability to interpret and enforce county and departmental rules, regulations, codes, policies, and procedures and to evaluate their effectiveness

Excellent verbal and written communication

Ability to train staff

Knowledge in inventory control and procurement

Supervisory skills a must

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents and/or stock and inventory, and maintaining files; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Answers inquiries regarding procedures and policies, assists the public and staff in filling out forms, and assembles and mails information packets

Posts information to agency records and modifies forms or records

Assembles, organizes, and tabulates data; and may compile and tabulate data, and prepare charts, graphs, and tables

Maintains files, materials, and supplies

Opens, stamps, classifies, sorts, and routes mail, and maintains records on postage, registered mail, and packages

Performs data entry, retrieval, and data searches

Receives, stores, and issues stock items

May perform arithmetic computations

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May receive and forward payments to the appropriate agency staff

May screen applicants, administer employment tests, and assist in orienting employees

May arrange the scheduling, transfer, and display of surplus property

May make arrangements for repairs and services

May inspect merchandise for quality and compliance with specifications

May deliver or pick up documents, supplies, equipment, or materials

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to Three (2-3) years experience in clerical work. Graduation from a standard senior high school or equivalent is generally preferred. Vocational training is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of business or program terminology, office procedures, spelling, punctuation, grammar, and arithmetic; of warehousing procedures; of purchasing policies and procedures; of records administration and maintenance techniques and procedures; and of state purchasing policies and procedures

Skill in using a personal computer and office equipment

MS Word and Excel

Ability to make arithmetic computations; to prepare and maintain records, files, and reports; and to transfer stock from one location to another

Registration, Certification, or Licensure

May require a valid driver'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 of this job.

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DIRECTOR OF ROAD AND BRIDGE

GRADE: 14

GENERAL DESCRIPTION

Responsible management, administration, and supervision involved in the planning, scheduling, and directing of various public works projects concerned with the construction and maintenance of county roads and bridges.

Under the supervision of the County Commissioner or other designated supervisor, the Director of Construction is responsible for overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects.

The position of the Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED

Plans, coordinates, assigns, and supervises employees engaged in road, bridge, and drainage construction and maintenance activities.

Coordinates construction and maintenance activities with other service groups and with other state and local agencies.

Conducts studies and develops new methods for improving road, bridge, and drainage construction and maintenance activities.

Responsible for work being completed in accordance with established schedules. Makes periodic and special inspections of road, bridge and drainage maintenance and construction projects.

Supervises the scheduling and coordination of manpower and equipment for public works projects.

Designs and implements measures for work standardization procedures.

Establishes and directs training programs to instruct employees in schedule utilization, work and safety methods.

Prepares and administers operating budget. Conducts staff meetings to plan and coordinate activities of subordinate units.

Performs related work as required.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Civil Engineering, Construction Management, Public Administration or related field, and five (5) years of experience in public works engineering and management in road construction and maintenance.

A comparable amount of education, training, or experience may be substituted for the minimum qualifications.

Knowledge, Skills, and Abilities

Knowledge of the principles and techniques of planning, management and scheduling as they relate to civil engineering and public works projects. Knowledge of the methods, materials and equipment common to road, bridge, and drainage construction. Knowledge of civil engineering practices as they pertain to road, bridge, and drainage construction and maintenance.

Ability to plan and supervise the work of supervisors, equipment operators, skilled and unskilled laborers in public works construction and maintenance activities. Ability to tactfully and effectively deal with the public, employees, and elected and appointed officials. Ability to analyze, evaluate, recommend, and present long range public works plans and programs.

Ability to effectively supervise the work of others, establish and maintain effective work relationships with other supervisor staff, employees, outside agencies, and the general public

Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or the other government agencies

Registration, Certification, or Licensure

Employee must have a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's Insurance Carrier

PHYSICAL DEMANDS:

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

Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places

Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50lbs

Sitting for extended periods of time

Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects

Required to follow all County and Precinct safety policies and procedures

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HEAVY EQUIPMENT OPERATOR II

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) construction and maintenance work; Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs; May train others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

May lead crew at job sites to ensure a safe working environment and provide on-site supervision of crew task performance

May train others

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; to work effectively with the public; and to train others

Registration, Certification, and Licensure

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver'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 of this job.

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

MAINTENANCE III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) building maintenance and repair work; Work involves maintaining and repairing buildings, utility systems, and stationary equipment; operating motorized equipment; requisitioning material and supplies; and maintaining records; May train others; Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, painting, electrical, steam, air conditioning, and mechanical

Performs carpentry work such as the installation, alteration, repair, and maintenance of buildings, doors, windows, wood fixtures, and furniture

Performs gas and electric work such as welding, brazing, and soldering on ferrous and non-ferrous metals to repair, maintain, or fabricate parts and equipment

Performs inspections of equipment, operating machinery, systems, and building accessories and appliances to ensure proper maintenance and repair

Heats, treats, tempers, and sharpens tools

Repairs electronic equipment

Calculates material and labor costs and orders parts and supplies

Maintains and repairs electrical outlets, control panels, switches, fixtures and accessories; replaces and reseats brushes on motors; and splices wires and cables

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain records on work orders or projects

May maintain a workshop for the repair, alteration, refinishing, and construction of furniture, fixtures, and equipment

May operate fire-fighting or life-saving equipment as required

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent, supplemented by vocational training in a designated trade, is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings, electronics, and carpentry; of building materials and plumbing and electrical fixtures; of welding procedures and techniques; and of fire and safety regulations

Ability to work from drawings, diagrams, sketches, or blueprints; to estimate materials; to apply proper methods, techniques, and procedures in the maintenance and repair of buildings, and related equipment; to perform maintenance; to follow instructions; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

TRAFFIC SPECIALIST I

GRADE: 02

GENERAL DESCRIPTION

Operate complex, specialized heavy construction equipment involved in the maintenance and construction of County roads.

EXAMPLES OF WORK PERFORMED

Operates different types of complex, specialized/heavy equipment

Performs road maintenance or construction related duties while operating equipment

Transports equipment and supplies to and from the job site

Ensures/implements and maintains traffic control standards at work site; inspects and manages precinct sign inventory and replacement

Performs routine maintenance on equipment or trucks and reports needed repairs

Maintains job site safety standards

May develop work schedules, evaluate lower level employees and prioritize jobs

May order supplies

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School Diploma, GED or equivalent experience. Minimum of two (2) years related experience. Must have a valid driver's license and may be required to have a Texas Class "A" CDL license within six (6) months of hire.

Knowledge, Skills, and Abilities

Advanced knowledge of equipment operation and maintenance, skilled in using specialized heavy equipment in the prescribed manner

Ability to perform multiple tasks simultaneously

Ability to communicate effectively, and to train others

May require interaction with other departmental supervisors and peers, other County agencies and staff, outside vendors or other professionals and community, state or federal agencies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations

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

ADMINISTRATIVE ASSISTANT IV

GRADE: 10

GENERAL DESCRIPTION

Employee performs advanced (senior-level) administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs complex technical assistance work for an agency program

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Responds to inquiries regarding technical program or administrative regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Develops administrative and technical policies and procedures

Develops, coordinates, and maintains record keeping and filing systems

May assist in the implementation of program planning

May assist in compiling and analyzing data, making calculations, and preparing reports

May research, compose, design, or edit agency publications such as brochures, forms, manuals, and reports

May research technical and policy issues

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in administrative support work in a government setting. Graduation from an accredited four-year college or university with major course work in a related field is generally preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement new systems and procedures and to evaluate their effectiveness, to communicate effectively, to effectively interpret programs and plans, to train others, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

Registration, Certification, or Licensure

May require a valid driver'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 of this job.

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCOUNTANT III

GRADE: 12

GENERAL DESCRIPTION

Employee will perform moderately complex accounting work. Work involves preparing financial statements, records, documents, or reports. Employee may specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, or bond servicing. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment and may supervise the work of others.

EXAMPLES OF WORK PERFORMED

Prepares and/or oversees the preparation of financial statements with schedules and exhibits

Prepares and/or oversees the preparation of technical reports on estimates, cost data, and budget items

Prepares and posts various vouchers and audits them for accuracy

Prepares monthly status analyses of funds and expenditures

Prepares various reports on federal grants, regulations, and statistics, as required

Maintains adequate records of expenditures, funds, appropriations, and expenses, as well as of revenue collected and deposited

Assists in planning procedures and regulations to control the disbursement of allocated funds and in preparing letters of instruction, manual revisions, and related forms as necessary

Serves as a consultant on accounting matters to administrative, supervisory, or technical staff, and assists agency administrators in applying financial data to the resolution of administrative or operating problems

Provides technical assistance to technical and lower-level accounting staff in clarifying operating problems, such as the allocation of income or expenses; cost accounting procedures; the closing, correcting, or adjusting of journal entries; and the preparation of special exhibits and schedules

Recommends improvements, adaptations, or revisions to the accounting system and accompanying procedures

May train staff on the maintenance of accounting records on expenditures and revenue collected, the posting of general ledgers, and the posting of journals

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of progressive experience in accounting, governmental accounting, or commercial accounting; Graduation from an accredited four-year college or university with a Bachelor's in Business Administration with major coursework in Accounting or Finance with 15 hours of accounting courses.

Knowledge, Skills, and Abilities

Knowledge of accounting principles and procedures; of budget controls; and of purchasing methods and procedures

Knowledge of MS Word, Excel and 10-key calculator

Ability, to perform complex accounting transactions, to interpret laws and regulations, to interpret and apply accounting theory, and to supervise the work of others

Knowledge of Uniform Grants Management Standards (UGMS) and GAAP

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-432-00-121-005-0

AI - 21498

PCT. 1 P/U RD

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	CHIEF ADMIN	84,357.00	0.00	0.00	0	0.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
0012	113	SP/PROJ COORD	39,322.00	0.00	0.00	0	0.00	0.00	39,322.00	39,322.00	600.00	0.00	0.00	0.00	0.00	39,922.00
0013	113	PAVING SUPVSR	38,098.00	0.00	0.00	0	0.00	0.00	38,098.00	38,098.00	1,020.00	0.00	0.00	0.00	0.00	39,118.00
0019	113	TRCK DRIVER I	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0020	113	HEAVY EQ OP III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0021	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0022	113	HEAVY EQ OP I	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	960.00	0.00	0.00	0.00	0.00	35,127.00
0023	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	300.00	0.00	0.00	0.00	0.00	34,467.00
0024	113	MAINTENANCE II	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0025	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0028	113	TRAFFIC CONTROL SPECIALIST I	33,619.00	0.00	0.00	0	0.00	0.00	33,619.00	31,299.00	0.00	0.00	0.00	0.00	0.00	31,299.00
0029	113	MECHANIC II	32,578.35	0.00	0.00	0	0.00	0.00	32,578.00	32,578.00	420.00	0.00	0.00	0.00	0.00	32,998.00
0030	113	HEAVY EQ OP II	31,771.00	0.00	0.00	0	0.00	0.00	31,771.00	31,771.00	1,380.00	0.00	0.00	0.00	0.00	33,151.00
0031	113	MAINTENANCE III	31,190.00	0.00	0.00	0	0.00	0.00	31,190.00	31,190.00	0.00	0.00	0.00	0.00	0.00	31,190.00
0036	113	HEAVY EQ OP II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0037	113	MAINTENANCE II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0038	113	HEAVY EQ OP II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	29,852.00	0.00	0.00	0.00	0.00	0.00	29,852.00
0039	113	TRCK DRVER III	29,031.00	0.00	0.00	0	0.00	0.00	29,031.00	29,031.00	0.00	0.00	0.00	0.00	0.00	29,031.00
0040	113	MAINTENANCE I	28,807.00	0.00	0.00	0	0.00	0.00	28,807.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0041	113	TRCK DRVER III	28,026.00	0.00	0.00	0	0.00	0.00	28,026.00	28,026.00	900.00	0.00	0.00	0.00	0.00	28,926.00
0042	113	MAINTENANCE II	27,562.00	0.00	0.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0043	113	TRCK DRVER III	27,562.00	0.00	0.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0044	113	TRCK DRIVER I	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
0045	113	HEAVY EQUIPMENT OPERATOR III	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	26,607.00	0.00	0.00	0.00	0.00	0.00	26,607.00
0046	113	HEAVY EQ OP I	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	540.00	0.00	0.00	0.00	0.00	26,874.00
0047	113	TRCK DRVER III	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
0048	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-432-00-121-005-0

AI - 21498

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0049	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0050	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0051	113	HEAVY EQ OP I	25,483.00	0.00	0.00	0	0.00	0.00	25,483.00	25,483.00	0.00	0.00	0.00	0.00	0.00	25,483.00
0052	113	MAINTENANCE I	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0053	113	MAINTENANCE I	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0054	113	HEAVY EQ OP I	25,033.00	0.00	0.00	0	0.00	0.00	25,033.00	25,033.00	300.00	0.00	0.00	0.00	0.00	25,333.00
0055	113	DATA ENTRY CLERK	23,988.00	0.00	0.00	0	0.00	0.00	23,988.00	23,988.00	0.00	0.00	0.00	0.00	0.00	23,988.00
0056	113	TRCK DRVER III	23,985.00	0.00	0.00	0	0.00	0.00	23,985.00	23,985.00	480.00	0.00	0.00	0.00	0.00	24,465.00
0057	113	MAINTENANCE I	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0073	113	MAINTENANCE III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0074	113	TIRE REPAIR	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0077	113	MECHANIC III	39,312.00	0.00	0.00	0	0.00	0.00	39,312.00	39,312.00	0.00	0.00	0.00	0.00	0.00	39,312.00
0078	113	DIESEL MECHANIC	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0079	113	GENERAL FOREMAN	58,000.00	0.00	0.00	0	0.00	0.00	58,000.00	58,000.00	1,200.00	0.00	0.00	0.00	0.00	59,200.00
0080	113	MATERIAL MANAGEMENT MANAGER	40,000.00	0.00	0.00	0	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
0083	113	FIELD OPERATIONS DIRECTOR	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
0085	113	EXECUTIVE ASST	59,568.00	0.00	0.00	0	0.00	0.00	59,568.00	59,000.00	300.00	0.00	0.00	5,000.00	0.00	64,000.00
T087	121	CHIEF ADMINISTRATOR	84,357.00	0.00	0.00	0	0.00	0.00	84,357.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T088	121	CONTRACTS MANAGER	0.00	44,000.00	44,000.00	0	0.00	0.00	44,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0089	113	CHIEF OPERATIONS MANAGER	0.00	84,357.00	84,357.00	0	0.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
0090	113	ADMINISTRATIVE ASSISTANT V	0.00	49,000.00	49,000.00	0	0.00	0.00	49,000.00	49,000.00	0.00	0.00	0.00	0.00	0.00	49,000.00
		CREATE THE FOLLOWING: ↓														
0091	**113**	**DIRECTOR OF ROAD & BRIDGE**	**0.00**	**57,555.00**	**57,555.00**	**0**	**0.00**	**0.00**	**57,555.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0092	**113**	**HEAVY EQUIPMENT OPERATOR II**	**0.00**	**25,256.00**	**25,256.00**	**0**	**0.00**	**0.00**	**25,256.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-432-00-121-005-0

AI - 21498

PCT. 1 P/U RD

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	
0093	113	HEAVY EQUIPMENT OPERATOR II	0.00	25,256.00	25,256.00	0	0.00	0.00	25,256.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0094	113	MAINTENANCE III	0.00	23,993.00	23,993.00	0	0.00	0.00	23,993.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0095	113	MAINTENANCE III	0.00	23,993.00	23,993.00	0	0.00	0.00	23,993.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0096	113	TRAFFIC SPECIALIST I	0.00	20,049.00	20,049.00	0	0.00	0.00	20,049.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0097	113	TRAFFIC SPECIALIST I	0.00	20,049.00	20,049.00	0	0.00	0.00	20,049.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0098	113	HUMAN RESOURCES COORDINATOR II	0.00	39,707.00	39,707.00	0	0.00	0.00	39,707.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0099	113	CLERK III	0.00	21,164.00	21,164.00	0	0.00	0.00	21,164.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0100	113	CLERK III	0.00	23,993.00	23,993.00	0	0.00	0.00	23,993.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0101	113	ACCOUNTANT III	0.00	44,799.00	44,799.00	0	0.00	0.00	44,799.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,586,598.35	503,171.00	503,171.00		0.00	0.00	2,089,769.00	1,593,628.00	8,100.00	0.00	0.00	0.00	21,498.00	1,304,371.00

Approval to create the above position. Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-121-052-0

AI - 21498

PCT. 1 DRAINAGE IMPROVEMENT PROJECT

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	
0004	113	HEAVY EQUIP OP	40,425.00	0.00	0.00	0	0.00	0.00	40,425.00	40,425.00	720.00	0.00	0.00	0.00	0.00	41,145.00
0005	113	EXCAVATOR/HEAVY EQUIPMENT OPER	40,425.00	0.00	0.00	0	0.00	0.00	40,425.00	40,425.00	420.00	0.00	0.00	0.00	0.00	40,845.00
0006	113	BACKHOE- HEAVY EQUIPMENT OPERAT	31,500.00	0.00	0.00	0	0.00	0.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
0007	113	BACKHOE-HEAVY EQUIPMENT OPERAT	31,500.00	0.00	0.00	0	0.00	0.00	31,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	HEAVY EQUIP OP	31,500.00	0.00	0.00	0	0.00	0.00	31,500.00	31,500.00	0.00	0.00	0.00	0.00	0.00	31,500.00
0009	113	PIPE LAYER/FITTER	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
0010	113	PIPE LAYER/FITTER	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
0011	113	LABORER-DRAINAGE/CONSTRUCTION	22,000.00	0.00	0.00	0	0.00	0.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0012	113	LABORER-DRAINAGE/CONSTRUCTION	22,000.00	0.00	0.00	0	0.00	0.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,360.00
0014	113	LABORER-DRAINAGE/CONSTRUCTION	0.00	22,000.00	22,000.00	0	0.00	0.00	22,000.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
		CREATE THE FOLLOWING: ↓														
0015	**113**	**DIRECTOR OF CONSTRUCTION**	**0.00**	**47,963.00**	**47,963.00**	**0**	**0.00**	**0.00**	**47,963.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			273,350.00	69,963.00	69,963.00		0.00	0.00	.	261,850.00	1,140.00	0.00	0.00	0.00	0.00	263,350.00

Approval to create the above position. Personnel action pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-432-00-121-001-0

AI - 21498

PCT. 1 SANITATION

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	
0002	113	CHIEF DEPUTY CONSTABLE STEP I - C	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	540.00	0.00	5,794.00	0.00	0.00	52,314.00
0003	113	DEPUTY CONSTABLE STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	0.00	0.00	0.00	0.00	0.00	39,330.00
0004	113	ACCOUNTS PAYABLE CLERK	34,817.00	0.00	0.00	0	0.00	0.00	34,817.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	MAINTENANCE III	33,093.00	0.00	0.00	0	0.00	0.00	33,093.00	33,093.00	0.00	0.00	0.00	0.00	0.00	33,093.00
0006	113	TRCK DRVER III	31,245.00	0.00	0.00	0	0.00	0.00	31,245.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0007	113	HEAVY EQUIPMENT OPERATOR I	28,980.00	0.00	0.00	0	0.00	0.00	28,980.00	28,980.00	0.00	0.00	0.00	0.00	0.00	28,980.00
0008	113	TRCK DRVER III	27,552.00	0.00	0.00	0	0.00	0.00	27,552.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0009	113	ATTENDANT	27,245.00	0.00	0.00	0	0.00	0.00	27,245.00	27,245.00	0.00	0.00	0.00	0.00	0.00	27,245.00
0010	113	TRCK DRIVER II	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
0011	113	TRCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	300.00	0.00	0.00	0.00	0.00	26,300.00
0012	113	MAINTENANCE II	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	360.00	0.00	0.00	0.00	0.00	25,596.00
0013	113	MAINTENANCE II	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0014	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	22,350.00	0.00	0.00	0.00	0.00	0.00	22,350.00
0015	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	24,350.00	0.00	0.00	0.00	0.00	0.00	24,350.00
0016	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	24,350.00	0.00	0.00	0.00	0.00	0.00	24,350.00
0017	113	ATTENDANT	23,985.00	0.00	0.00	0	0.00	0.00	23,985.00	23,985.00	0.00	0.00	0.00	0.00	0.00	23,985.00
0018	113	ATTENDANT	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0019	113	ATTENDANT	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0023	113	HEAVY EQ OP II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0024	113	TRCK DRVER III	25,000.00	0.00	0.00	0	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
0025	113	DEPUTY CONSTABLE - CODE ENFORC	36,480.00	0.00	0.00	0	1,520.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0026	113	DEPUTY CONSTABLE STEP I - CODE E	36,480.00	0.00	0.00	0	1,520.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
		CREATE THE FOLLOWING: ↓														
0027	**113**	**DIRECTOR OF SANITATION**	**0.00**	**41,481.00**	**41,481.00**	**0**	**0.00**	**0.00**	**41,481.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0028	**113**	**CLERK III**	**0.00**	**23,993.00**	**23,993.00**	**0**	**0.00**	**0.00**	**23,993.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			444,098.00	65,474.00	65,474.00		0.00	0.00	707,247.00	400,484.00	1,200.00	0.00	5,794.00	0.00	21,498.00	407,478.00

Approval to create the above position. Personnel action pending CC approval.

AI-21434 **19.A.**

Appointment of member to the Hidalgo County Housing Authority Board
CC REGULAR

Date:	06/08/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Comm. Palacios
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Appointment of member to the Hidalgo County Housing Authority Board

BACKGROUND

Mr. Alberto Trevino

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/01/2010 03:02 PM	APRV
2	Auditor's Office	Linda Fong	06/04/2010 04:57 PM	APRV
3	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Monica Badillo — Started On: 06/01/2010 02:29 PM

Final Approval Date: 06/04/2010

AI-21472 **20.A.**

Interlocal Cooperation Agreement

CC REGULAR

Date:	06/08/2010
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Discussion, consideration and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and La Joya ISD regarding Bentsen Palm Drive.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-084-0-733

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

BUDGETARY IMPACT:

Available funds after CC 6/8/10 approval of transfer (AI - 21530) is $99,187.20.

Attachments

Link: interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/02/2010 03:14 PM	APRV
2	Perla Lopez	Perla Lopez	06/04/2010 04:35 PM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 05:01 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Norma Ceballos — Started On: 06/02/2010 02:45 PM

Final Approval Date: 06/04/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS
AND LA JOYA INDEPENDENT SCHOOL DISTRICT

This Agreement is made on this the _____ day of _____, 2010, by and between the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as the "County" and **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a political subdivision created by the laws of Texas;

WHEREAS, District is a school district created by the laws of Texas;

WHEREAS, County and District, each pursuant to its statutory and constitutional authority, are responsible for drainage improvements within their boundaries;

WHEREAS, County and District desire to jointly undertake a drainage improvement project along Bentsen Palm Drive located in the County's jurisdiction in order to drain an existing detention pond located on the west end of Palmview High School as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties have determined it is in their respective best interest to perform the work described herein;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County shall be responsible for the installation of a 24 inch drainage line from the detention pond to the County's drainage ditch located approximately 6,560 feet south of the area as is more particularly described in Exhibit "A".

2. The District agrees to reimburse County an amount of Ninety Nine Thousand One Hundred and Eighty Seven Dollars and 20/100ths ($99,187.20) for the

cost of the 24 inch drainage line described in paragraph 1 above within 30 days of receipt of invoice from County by District.

3. County shall be responsible for the cost of all labor and equipment used to install the 24 inch drainage line described herein.

4. The parties further agree that upon completion of the drainage improvements, the County shall be responsible for the maintenance and operation of the drainage pipe so long as such drainage pipe remains within the County's jurisdiction.

5. The District and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the drainage Improvements no later than six (6) months from the execution of this Agreement.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within legal requirements and only during the times such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative), any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and County, and not otherwise.

9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered

against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge Rene A. Ramirez P.O. Box 758 Edinburg, Texas 78540-0758
If to District:	La Joya Independent School District Attention: Alda T. Benavidez, Superintendent 201 E. Expressway 83 La Joya, Texas 78560
With copy to:	Commissioner, Precinct No. 3 P.O. Box 607 Palmview, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

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

13. **Assignment.** This Agreement shall not be assignable.

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

15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

17. **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 provided.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

19. **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 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.

20. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached hereto.

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

LA JOYA I.S.D.

_____

Jose A. Salinas, School Board President

ATTEST:

_____

Arnoldo Ochoa, School Board Secretary

COUNTY OF HIDALGO

_____

Rene A. Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

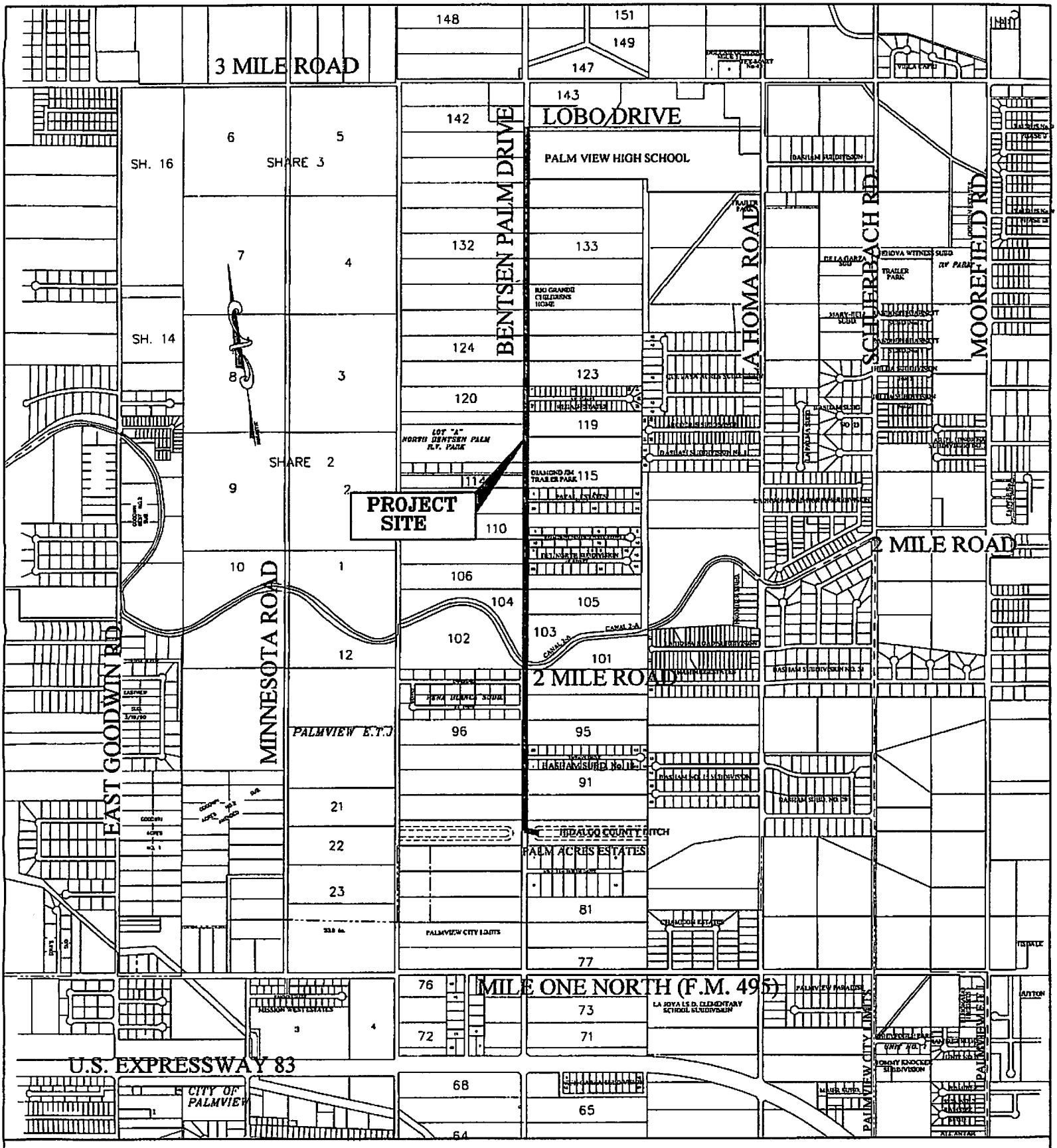
APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

_____

By: Stephen L. Crain

EXHIBIT "A"



BENTSEN PALM DRIVE
DRAINAGE OUTFALL IMPROVEMENTS

HIDALGO COUNTY PRECINCT 3

EXHIBIT "B"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to make drainage improvements along Bentsen Palm Drive located in within the County in the vicinity of Palmview High School (the "Project") through an Interlocal Cooperation Agreement to be entered into with La Joya Independent School District.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-21523 **21.A.**

Tax Abatement Guidelines

CC REGULAR

Date:	06/08/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #4

Information

CAPTION

Discussion, consideration, and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: Draft Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/04/2010 03:06 PM	APRV
2	Roland Garcia	Rolando Garcia	06/04/2010 04:11 PM	APRV
3	Auditor's Office	Linda Fong	06/04/2010 05:06 PM	APRV
4	Purchasing Department		06/04/2010 06:30 PM	NEW

Form Started By: Erika Reyna — Started On: 06/04/2010 02:27 PM

Final Approval Date: 06/04/2010

ORDER ADOPTING AMENDMENT TO GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

WHEREAS, the Commissioners Court of Hidalgo County, Texas, adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective March 16, 2010 (the "Guidelines") to allow Hidalgo County, on a case-by-case basis, to give consideration to providing tax abatement as a stimulation for economic development in Hidalgo County pursuant to chapter 312 of the Texas Tax Code.

WHEREAS, the Commissioners Court of Hidalgo County desires to amend the Guidelines in order to better provide for the simulation of economic development in Hidalgo County.

NOW, THEREFORE IT IS HEREBY ORDERED that the Commissioners Court of Hidalgo County, Texas, hereby adopts the Amedment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, attached as Exhibit A.

PASSED, APPROVED, ADOPTED AND ORDERED, this the ___ day of June, 2010 by the Commissioners Court of Hidalgo County, Texas.

[insert proper signature block]

ATTEST:

_____
turo Guajardo, Jr.
unty Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

AMENDMENT TO

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN HIDALGO COUNTY, TEXAS

Effective June __, 2010

Subsection V.C. of the Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, effective March 16, 2010 (the "Guidelines and Criteria") is amended to read in its entirety as follows:

C. (1) The Commissioners Court may consider adoption of an Order approving the execution of an agreement between the County and the applicant governing the provision of the abatement within the reinvestment zone only after the applicant has forwarded all necessary information and documentation to the County. The County will notify the applicant of approval or disapproval in writing as soon as such action has occurred. The County will not approve an agreement if it finds that the request for the abatement was filed after the commencement of construction, alterations, or installation of improvements related to a proposed modernization, expansion or new facility by the applicant except as provided in subsection V.C.(2) below. Any improvements performed by a taxing entity in anticipation will not be subject to this subsection C(1).

(2) The decision to provide any tax abatement will be considered on a case by case basis, in accordance with these guidelines and criteria, and at the discretion of the Commissioners Court who, with respect to applicants concerning projects of extraordinary impact that meet the the following criteria:

a. the project creates 500 or more Jobs; and/or

b. the project invests $25 million or more in real and personal property within the County

may waive Subsection IV(A)(i)(b) f reasonable proof is shown of why the waiver is needed and of the benefit to the County of granting the tax abatement.

2. Except as expressly amended hereby, the Guidelines and Criteria are hereby ratified and

confirmed.

AI-21533 **22.A.**

General Fund Budget

CC REGULAR

Date:	06/08/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

General Fund Budget:
1. Report on 2009 General Fund Budget - Year End
2. Report on 2010 General Fund Budget-Year to date

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Angela Garcia	Started On: 06/04/2010 05:43 PM
Final Approval Date: 06/04/2010	

AI-21529 **22.B.**

Classification and Compensation Plan - Phase II

CC REGULAR

Date:	06/08/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Discussion, consideration, and approval of the Hidalgo County Classification and Compensation Plan - Phase II.
2. Approval of the revised Salary Schedules for Phase II Offices (effective 06/21/2010).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/04/2010 04:45 PM	APRV
2	Auditor's Office	Angela Garcia	06/04/2010 06:30 PM	APRV

Form Started By: Sergio Cruz Started On: 06/04/2010 04:19 PM

Final Approval Date: 06/04/2010

AI-21532 **22.C.**

Unappropriation of funds for Jail Commissary

CC REGULAR

Date: 06/08/2010
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2010 unappropriation of funds for Jail Commissary (fund 2102) in the amount of $12,275.56.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2102-423-21-280-015-0-113
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $12,275.56

Attachments

Link: unappropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/04/2010 05:15 PM	APRV
2	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Manuel Chapa
Started On: 06/04/2010 04:43 PM

Final Approval Date: 06/04/2010

DATE: June 4, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Sheriff Dept. - Jail Commissary

ACCOUNT NUMBER: 0-2102-423-21-280-015-0-113

Contact Person: Manuel Ch. Ph#: (956) 292-7025 ext. 5760

2010

Unappropriation

AI# 21532

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
0-2102-423-21-280-015-0 113	Jail Commissary	Reg F/T Employees	(12,275.56)
		TOTAL BUDGET INCREASE (DECREASE)	**(12,275.56)**

REASON: Unappropriation of funds for Jail Commissary, to reduce appropriation to actual beginning fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-21534 **22.D.**

Hidalgo County Capital Improvement Plan - C.O., 2010 Issuance

CC REGULAR

Date:	06/08/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status update on the Hidalgo County Capital Improvement Plan - C.O., Series 2010 A & B Issuance.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz	Started On: 06/04/2010 05:44 PM
Final Approval Date: 06/04/2010	

AI-21515 **22.E.1.**

Regrade of positions- Program Coordinator I & II and Deputy Director
CC REGULAR

Date:	06/08/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Classification and Compensation Plan:
a. Approval to regrade three position titles in the Classification and Compensation Plan (Job Description Index) as reviewed and recommended by the Classification Committee as follows:

Position Title	Current Grade	Recommended Grade	No. of Positions
Program Coordinator I	09	10	5
Program Coordinator II	11	12	3
Deputy Director	17	18	1

b. Approval to revise the salary schedule for affected departments/personnel- (effective next full pay period/ 06-21-10)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1288-463-00-250-00X-6-XXX

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

BUDGETARY IMPACT:
URBAN COUNTY FUNDS

Attachments

Link: job descript.- prgm coord. I
Link: job descript.- prgm coord. II
Link: job descript.- deputy direct.
Link: Position inventory list
Link: reclassification and par forms
Link: CDBG Salary schedule

Link: colonia salary schedule

Link: Home salary schedule

Link: TXCDBG recovery salary schedule

Link: fiscal note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/04/2010 05:19 PM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 05:31 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/04/2010 06:15 PM	APRV
4	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Rosie Cantu

Started On: 06/04/2010 09:14 AM

Final Approval Date: 06/04/2010

PROGRAM COORDINATOR I

GRADE: ~~09~~ 10

GENERAL DESCRIPTION

Performs entry-level technical assistance regarding program rules and regulations. Assists in review and documents all phases of project selection, progress, and completion. Travels to job sites to ensure project compliance. Assists in reviewing and approval of contract compliance and project eligibility.

EXAMPLES OF WORK PERFORMED

Assist in maintaining, performing and reviewing all related duties to projects such as surveys, requests for payments, procurement compliance, site visits and inspections, reviews specs and plans, bid process, etc.

Provide technical assistance to Colonia representatives and non-profit organizations

Assist in preparing and recommending approval of project eligibility, environmental review, and citizen participation documents

Chart project progress and program compliance

Provide technical assistance to City, County, State and Colonia representatives in all areas of program rules and regulations

Review and recommend project payment requests to Supervisor

Process amendment and other program changes as may be necessary

Assists in preparing monthly, quarterly, and annual activity reports

Maintains project files

Assists in the preparation of public notices and in conducting public meeting

Ability to work well with others.

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of experience in direct administration of CDBG funds or work in the municipal or county environment preferred. Graduation from an accredited school or

university with a Bachelor degree in Political Science, Business Administration or related field preferred. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge and experience in interpreting federal rules and regulations

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Registration, Certification, or Licensure

May require a valid driver'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 of this job.

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

PROGRAM COORDINATOR II

GRADE: ~~11~~ 12

GENERAL DESCRIPTION

Performs journey-level technical assistance regarding program rules and regulations. Performs review and documents all phases of project selection, progress, and completion. Travels to job sites to ensure project compliance. Reviews and approves contract compliance and project eligibility. May supervise others.

EXAMPLES OF WORK PERFORMED

Performs grant writing

Program implementation for all State projects, including, but not limited to, Colonia Planning, Colonia Construction Grants, Self Help Center, Colonia EDAP Programs

Maintain, perform and review all related duties to projects such as surveys, requests for payments, procurement compliance, site visits and inspections, reviews specs and plans, bid process, etc.

Oversees technical assistance to Colonia representatives and non-profit organizations

Prepare and recommend approval of project eligibility, environmental review, and citizen participation documents

Provide technical assistance to City, County, State and Colonia representatives in all areas of program rules and regulations

Review and recommend project payment requests to Supervisor

Process amendment and other program changes as may be necessary

Oversee the preparation of monthly, quarterly, and annual activity reports

Assign staff to maintain project files

Ability to work well with others.

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years of experience in direct administration of CDBG funds or work in municipal or county environment. Graduation from an accredited school or university with a Bachelor

degree in Political Science, Business Administration or related field. Two (2) years of experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge and experience in interpreting federal rules and regulations

Good verbal and written communication

Knowledge of MS Word, Excel and 10-key calculator

Registration, Certification, or Licensure

May require a valid driver'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 of this job.

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DEPUTY DIRECTOR

GRADE: ~~19~~ 18

GENERAL DESCRIPTION

Performs highly advanced (senior-level) policy administration and managerial work; Work involves specialized knowledge of state government, strategic planning, and County administration. Works closely with the executive director on the day-to-day operations of the County; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides counsel and advice to the executive director regarding County operations

Manages the day-to-day operations of the County

Ensures that the agency adheres to County goals and objectives

Provides counsel and advice to members of the Legislature upon request

Provides information and advice to state agencies and the general public regarding County activities and responsibilities

May act as executive director in the absence of the executive director

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of experience in public administration and/or management work; Graduation from an accredited four-year college or university with major course work in business or public administration; Master's degree in Planning, Public Administration or Business Administration. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations and of the principles and practices of public administration and management

Ability to direct and organize program activities; to establish program goals and objectives that support the strategic plan; to identify problems, evaluate alternatives, and implement effective solutions; to develop and evaluate policies and procedures; to direct the development of County policies and procedures; to prepare concise reports; to make

presentations and testify at hearings; and to plan, assign, and/or supervise the work of others

Certification, Registration, or Licensure

May be required to be certified, registered, or licensed in a specialty area

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
POSITION INVENTORY LIST
REVISED 06-08-10

REVISIONS

PENDING

APPROVAL

Position Title	Grade	Salary
1st ASSISTANT COUNTY AUDITOR	21	$82,200
1st ASSISTANT PUBLIC DEFENDER	17	$60,419
4 H YOUTH OUTREACH COORDINATOR	07	$27,985
ACCOUNTANT I	08	$30,224
ACCOUNTANT II	10	$35,254
ACCOUNTANT III	12	$41,120
ACCOUNTANT IV	14	$47,963
ACCOUNTING CLERK I	06	$25,912
ACCOUNTING CLERK II	08	$30,224
ACCOUNTS PAYABLE SPECIALIST I	06	$25,912
ACCOUNTS PAYABLE SPECIALIST II	08	$30,224
ACCOUNTS PAYABLE SPECIALIST III	10	$35,254
ACCOUNTS PAYABLE SPECIALIST IV	12	$41,120
ACCOUNTS PAYABLE SUPERVISOR	14	$47,963
ACCOUNTS REPORT SPECIALIST	15	$51,800
ADMINISTRATIVE ASSISTANT I	04	$22,216
ADMINISTRATIVE ASSISTANT II	06	$25,912
ADMINISTRATIVE ASSISTANT III	08	$30,224
ADMINISTRATIVE ASSISTANT IV	10	$35,254
ADMINISTRATIVE ASSISTANT V	12	$41,120
AIR CONDITION TECHNICIAN HELPER	04	$22,216
AIR CONDITION TECHNICIAN I	07	$27,985
AIR CONDITION TECHNICIAN II	09	$32,642
AIR CONDITION TECHNICIAN III	11	$38,074
ANIMAL CONTROL SPECIALIST I	04	$22,216
ANIMAL CONTROL SPECIALIST II	06	$25,912
APPLICATION DEVELOPER I	10	$35,254
APPLICATION DEVELOPER II	12	$41,120
APPLICATION DEVELOPER III	14	$47,963
AREA COORDINATOR I	14	$47,963
AREA COORDINATOR II	16	$55,944
AREA COORDINATOR III	18	$65,253
ASSISTANT CHIEF ADMINISTRATOR	15	$51,800
ASSISTANT CHIEF DEPUTY	15	$51,800
ASSISTANT CONSTRUCTION MANAGER	12	$41,120
ASSISTANT COUNTY COURT COORDINATOR	09	$32,642
ASSISTANT DIRECTOR OF CONSTRUCTION	13	$44,410
ASSISTANT DIRECTOR OF NURSING	17	$60,419
ASSISTANT DISTRICT ATTORNEY I	12	$41,120
ASSISTANT DISTRICT ATTORNEY II	14	$47,963
ASSISTANT DISTRICT ATTORNEY III	16	$55,944
ASSISTANT DISTRICT ATTORNEY IV	18	$65,253
ASSISTANT DISTRICT ATTORNEY V	20	$76,111
ASSISTANT DISTRICT COURT COORDINATOR	10	$35,254
ASSISTANT FIELD OPERATIONS DIRECTOR I	10	$35,254

HIDALGO COUNTY
POSITION INVENTORY LIST
REVISED 06-08-10

ASSISTANT FIELD OPERATIONS DIRECTOR II	12	$41,120
ASSISTANT FIELD OPERATIONS DIRECTOR III	14	$47,963
ASSISTANT FIXED ASSET MANAGER	13	$44,410
ASSISTANT JP COURT COORDINATOR	06	$25,912
ASSISTANT PAYROLL SUPERVISOR	11	$38,074
ASSISTANT PURCHASING AGENT	17	$60,419
ASSISTANT QUARTER MASTER	07	$27,985
ASSISTANT SUPERVISOR I	08	$30,224
ASSISTANT SUPERVISOR II	10	$35,254
ASSISTANT TB RECORDS MANAGER	04	$22,216
ASSISTANT VETERAN SERVICE OFFICER	07	$27,985
BAILIFF	11	$38,074
BILLING SPECIALIST I	01	$17,636
BILLING SPECIALIST II	03	$20,570
BILLING SPECIALIST III	05	$23,993
BILLING SPECIALIST IV	07	$27,985
BILLING SPECIALIST V	09	$32,642
BILLING SUPERVISOR	11	$38,074
BI-NATIONAL SURVEILLANCE LIAISON	06	$25,912
BOOKKEEPER I	06	$25,912
BOOKKEEPER II	08	$30,224
BOOKKEEPER III	10	$35,254
BUDGET ANALYST I	10	$35,254
BUDGET ANALYST II	12	$41,120
BUDGET ANALYST III	14	$47,963
BUDGET CLERK I	06	$25,912
BUDGET CLERK II	08	$30,224
BUDGET MANAGER I	15	$51,800
BUDGET MANAGER II	17	$60,419
BUILDING MAINTENANCE MANAGER	17	$60,419
BUYER I	07	$27,985
BUYER II	09	$32,642
BUYER III	11	$38,074
CALL CENTER MANAGER	15	$51,800
CARPENTER I	03	$20,570
CARPENTER II	05	$23,993
CARPENTER III	07	$37,985
CARPENTER IV	09	$32,642
CASE MANAGER I	08	$30,224
CASE MANAGER II	10	$35,254
CASHIER I	04	$22,216
CASHIER II	06	$25,912
CASHIER III	08	$30,224
CDBG COORDINATOR	11	$38,074
CERTIFIED MEDICAL ASSISTANT	07	$27,985
CHIEF ADMINISTRATOR	18	$65,253

CHIEF DEPUTY	15	$51,800
CHIEF FRAUD INVESTIGATOR	15	$51,800
CHIEF HEALTH INSPECTOR	12	$41,120
CLAIMS INVESTIGATOR I	11	$38,074
CLAIMS INVESTIGATOR II	13	$44,410
CLERK I	01	$17,636
CLERK II	03	$20,570
CLERK III	05	$23,993
CLERK IV	07	$27,985
CLERK V	09	$32,642
CLINIC AIDE I	01	$17,636
CLINIC AIDE II	03	$20,570
CLINIC AIDE III	05	$23,993
CLINIC MANAGER	12	$41,120
COLLECTION SPECIALIST I	04	$22,216
COLLECTION SPECIALIST II	06	$25,912
COLLECTIONS SUPERVISOR	12	$41,120
COLONIA ACCESS PROGRAM COORDINATOR	09	$32,642
COMMANDER	17	$60,419
COMMISSARY SUPERVISOR	06	$25,912
COMMISSIONERS' COURT ADMINISTRATOR	16	$55,944
COMMISSIONERS' COURT AGENDA COORDINATOR	10	$35,254
COMMUNICATIONS OFFICER	06	$25,912
COMMUNITY LIAISON I	11	$38,074
COMMUNITY LIAISON II	13	$44,410
COMMUNITY OUTREACH WORKER	01	$17,636
COMMUNITY RESOURCE CENTER COORDINATOR	07	$27,985
COMMUNITY SERVICE AIDE	06	$25,912
COMMUNITY SERVICE SPECIALIST	07	$27,985
COMPLIANCE DIVISION MANAGER I	13	$44,410
COMPLIANCE DIVISION MANAGER II	15	$51,800
COMPLIANCE MONITOR	13	$44,410
COMPUTER SPECIALIST	12	$41,120
COMPUTER SYSTEM ADMINISTRATOR	13	$44,410
CONSTRUCTION MANAGER	13	$44,410
CONTRACTS MANAGER	12	$41,120
COOK I	02	$19,047
COOK II	04	$22,216
COOK III	06	$25,912
COORDINATOR I	09	$32,642
COORDINATOR II	11	$38,074
COORDINATOR III	13	$44,410
COORDINATOR IV	15	$51,800
COORDINATOR V	17	$60,419
COUNTY COURT COORDINATOR	14	$47,963
COURIER	02	$19,047

HIDALGO COUNTY
POSITION INVENTORY LIST
REVISED 06-08-10

COURTS MANAGER	13	$44,410	
CRIME ANALYST	07	$27,985	
CRIME SCENE SPECIALIST	12	$41,120	
CRIME SCENE SPECIALIST SUPERVISOR	13	$44,410	
CRIME VICTIM COORDINATOR	10	$35,254	
CRIME VICTIM LIAISON	10	$35,254	
CRIMINAL INTELLIGENCE RESEARCH ANALYST	09	$32,642	
CRIMINAL INVESTIGATOR I	12	$41,120	
CRIMINAL INVESTIGATOR II	14	$47,963	
CRIMINAL INVESTIGATOR III	16	$55,944	
CUSTODIAN I	01	$17,636	
CUSTODIAN II	03	$20,570	
CUSTODIAN III	05	$23,993	
DATA ENTRY CLERK I	01	$17,636	
DATA ENTRY CLERK II	03	$20,570	
DATA ENTRY CLERK III	05	$23,993	
DEPUTY CLERK I	01	$17,636	
DEPUTY CLERK II	03	$20,570	
DEPUTY CLERK III	05	$23,993	
DEPUTY CLERK IV	07	$27,985	
DEPUTY CLERK V	09	$32,642	
DEPUTY DIRECTOR	18	$68,687	REGRADED
DEPUTY EMERGENCY MANAGEMENT COORDINATOR I	11	$38,074	
DEPUTY EMERGENCY MANAGEMENT COORDINATOR II	13	$44,410	
DEPUTY FIRE MARSHAL	10	$35,254	
DIFFERENTIATED CASE MANAGEMENT COORDINATOR	10	$35,254	
DIRECTOR OF ACCOUNTING DIVISION	17	$60,419	
DIRECTOR OF AUDIT DIVISION	17	$60,419	
DIRECTOR OF CONSTRUCTION	14	$47,963	
DIRECTOR OF NURSING	19	$70,473	
DIRECTOR OF OPERATIONS	16	$55,944	
DIRECTOR, BUDGET MANAGEMENT DIVISION	18	$65,253	
DIRECTOR, EMPLOYEE BENEFITS DIVISION	18	$65,253	
DIRECTOR, HUMAN SERVICES	17	$60,419	
DIRECTOR, STRATEGIC PLANNING DIVISION	18	$65,253	
DISTRICT COURT COORDINATOR	15	$51,800	
DRAFTING TECHNICIAN I	08	$30,224	
DRAFTING TECHNICIAN II	10	$35,254	
ECONOMIC DEVELOPMENT PLANNER I	14	$47,963	
ECONOMIC DEVELOPMENT PLANNER II	16	$55,944	
ELECTIONS PROJECT COORDINATOR	10	$35,254	
ELECTIONS SPECIALIST I	07	$27,985	
ELECTIONS SPECIALIST II	09	$32,642	
ELECTIONS SYSTEMS MANAGER	15	$51,800	
ELECTRICIAN HELPER	04	$22,216	
ELECTRICIAN I	08	$30,224	

ELECTRICIAN II	10	$35,254
ELIGIBILITY SPECIALIST I	04	$22,216
ELIGIBILITY SPECIALIST II	06	$25,912
EMPLOYEE BENEFITS SPECIALIST I	10	$35,254
ENGINEERING TECHNICIAN I	05	$23,993
ENGINEERING TECHNICIAN II	07	$27,985
ENGINEERING TECHNICIAN III	09	$32,642
ENGINEERING TECHNICIAN IV	11	$38,074
ENGINEERING TECHNICIAN V	13	$44,410
EPIDEMIOLOGIST I	15	$51,800
EVIDENCE TECHNICIAN	09	$32,642
EXECUTIVE ASSISTANT I	11	$38,074
EXECUTIVE ASSISTANT II	13	$44,410
EXECUTIVE ASSISTANT III	15	$51,800
EXECUTIVE ASSISTANT IV	17	$60,419
FAMILY & CONSUMER SCIENCE PROGRAM ASSISTANT	03	$20,570
FAMILY NURSE PRACTITIONER	21	$82,200
FAMILY PLANNING AIDE	05	$23,993
FIELD OPERATIONS DIRECTOR I	15	$51,800
FIELD OPERATIONS DIRECTOR II	17	$60,419
FIELD SERVICE SPECIALIST I	08	$30,224
FIELD SERVICE SPECIALIST II	10	$35,254
FINANCIAL ACCOUNTING SUPERVISOR	15	$51,800
FIXED ASSET MANAGER	15	$51,800
FOREMAN	09	$32,642
FRAUD INVESTIGATOR	13	$44,410
GIS OPERATOR ASSISTANT	07	$27,985
GIS OPERATOR I	08	$30,224
GIS OPERATOR II	10	$35,254
GIS OPERATOR III	12	$41,120
GIS OPERATOR IV	14	$47,963
GRANTS ACCOUNTING SUPERVISOR	15	$51,800
GRANTS SPECIALIST	08	$30,224
HEALTH ALERT NETWORK ADMINISTRATOR	11	$38,074
HEALTH INFORMATION TECHNICIAN	08	$30,224
HEALTH INSPECTOR I	07	$27,985
HEALTH INSPECTOR II	09	$32,642
HEALTH TECHNICIAN	07	$27,985
HEAVY EQUIPMENT OPERATOR I	03	$20,570
HEAVY EQUIPMENT OPERATOR II	05	$23,993
HEAVY EQUIPMENT OPERATOR III	07	$27,985
HEAVY EQUIPMENT OPERATOR IV	09	$32,642
HEAVY EQUIPMENT OPERATOR V	11	$38,074
HUMAN RESOURCES COORDINATOR I	09	$32,642
HUMAN RESOURCES COORDINATOR II	11	$38,074
HUMAN RESOURCES COORDINATOR III	13	$44,410

HUMAN RESOURCES COORDINATOR IV	15	$51,800
HUMAN RESOURCES SPECIALIST I	06	$25,912
HUMAN RESOURCES SPECIALIST II	08	$30,224
HUMAN RESOURCES SPECIALIST III	10	$35,254
HUMAN SERVICES COORDINATOR	13	$44,410
HUMAN SERVICES TECHNICIAN	05	$23,993
INFLUENZA DATA TECHNICIAN	07	$27,985
INFORMATION SYSTEM ADMINISTRATOR	18	$65,253
INFORMATION TECHNOLOGY MANAGER	15	$51,800
INFRASTRUCTURE SYSTEMS MANAGER	17	$60,419
INMATE INTERVENTION SPECIALIST	12	$41,120
INSPECTOR	09	$32,642
INTAKE CLERK	08	$30,224
INTELLIGENCE RESEARCH SPECIALIST	08	$30,224
INTERNAL AUDIT CLERK I	06	$25,912
INTERNAL AUDIT CLERK II	08	$30,224
INTERNAL AUDITOR I	09	$32,642
INTERNAL AUDITOR II	11	$38,074
INTERNAL AUDITOR III	13	$44,410
INVENTORY SPECIALIST I	04	$22,216
INVENTORY SPECIALIST II	06	$25,912
INVENTORY SPECIALIST III	08	$30,224
INVENTORY SPECIALIST IV	10	$35,254
INVENTORY SPECIALIST V	12	$41,120
INVESTIGATOR	12	$41,120
JP COURT COORDINATOR	10	$35,524
LABORATORY TECHNICIAN	04	$22,216
LABORER - DRAINAGE/CONSTRUCTION	03	$20,570
LIAISON	06	$25,912
LIBRARIAN	14	$47,963
LIBRARIAN ASSISTANT	04	$22,216
LICENSED VOCATIONAL NURSE I	09	$32,642
LICENSED VOCATIONAL NURSE II	11	$38,074
LICENSED VOCATIONAL NURSE III	13	$44,410
MAIL CLERK	04	$22,216
MAINTENANCE I	01	$17,636
MAINTENANCE II	03	$20,570
MAINTENANCE III	05	$23,993
MAINTENANCE IV	07	$27,985
MAINTENANCE V	09	$32,642
MAINTENANCE SUPERVISOR	11	$38,074
MANAGER OF INFORMATION & TECHNOLOGY	19	$70,473
MANAGER, MOTOR VEHICLE LICENSE SECTION	15	$51,800
MANAGER, TAX ASSESSING SECTION	15	$51,800
MANAGER, TAX COLLECTION SECTION	17	$60,419
MATERIAL MANAGEMENT MANAGER	11	$38,074

MATERIALS CLERK	05	$23,993
MECHANIC I	04	$22,216
MECHANIC II	06	$25,912
MECHANIC III	08	$30,224
MECHANIC IV	10	$35,254
MECHANIC V	12	$41,120
MEDICAL TECHNICIAN I	05	$23,993
MEDICAL TECHNICIAN II	07	$27,985
MIDWIFE	21	$82,200
MOBILE CLINIC COORDINATOR	06	$25,912
MONITOR I	10	$35,254
MONITOR II	12	$41,120
MOTOR VEHICLE TECHNICIAN I	04	$22,216
MOTOR VEHICLE TECHNICIAN II	06	$25,912
MULTI MEDIA COORDINATOR	16	$55,944
NUTRITIONIST I	11	$38,074
NUTRITIONIST II	13	$44,410
NUTRITIONIST III	15	$51,800
OFFICE MANAGER	15	$51,800
OPERATIONS ADMINISTRATOR	16	$55,944
OUTREACH SPECIALIST I	04	$22,216
OUTREACH SPECIALIST II	06	$25,912
PARK COORDINATOR I	08	$30,224
PARK COORDINATOR II	10	$35,254
PARK DIRECTOR	12	$41,120
PARK MAINTENANCE	03	$20,570
PAVING SUPERVISOR I	10	$35,254
PAVING SUPERVISOR II	12	$41,120
PAYROLL CLERK I	05	$23,993
PAYROLL CLERK II	07	$27,985
PAYROLL DATA SPECIALIST I	09	$32,642
PAYROLL DATA SPECIALIST II	11	$38,074
PAYROLL SUPERVISOR	14	$47,963
PEER COUNSELOR I	02	$19,047
PEER COUNSELOR II	04	$22,216
PERMIT CLERK	04	$22,216
PIPE LAYER/FITTER	06	$22,216
PLANNER	10	$35,254
PLANNING ANALYST I	10	$35,254
PLANNING ANALYST II	12	$41,120
PLANNING ANALYST III	14	$47,963
PLANNING COORDINATOR	16	$55,944
PLANNING INSPECTOR I	04	$22,216
PLANNING INSPECTOR II	06	$25,912
PLANNING INSPECTOR III	08	$30,224
PLANNING SUPERVISOR	15	$51,800

PLUMBER	08	$30,224	
PLUMBER HELPER	04	$22,216	
PROBATE COURT AUDITOR	12	$41,120	
PROCUREMENT MANAGER	14	$47,963	
PROCUREMENT PROCESS COORDINATOR	12	$41,120	
PROCUREMENT SPECIALIST	11	$38,074	
PROGRAM & COMPLIANCE ANALYST	10	$35,254	
PROGRAM COORDINATOR I	10	$37,109	REGRADED
PROGRAM COORDINATOR II	12	$43,284	REGRADED
PROGRAM MANAGER	16	$55,944	
PROGRAM SPECIALIST	09	$32,642	
PUBLIC DEFENDER I	12	$41,120	
PUBLIC DEFENDER II	14	$47,963	
PUBLIC HEALTH INFORMATION TECHNICIAN	09	$32,642	
PUBLIC HEALTH PREPARATION COORDINATOR	16	$55,944	
PUBLIC HEALTH SPECIALIST	09	$32,642	
PUBLIC INFORMATION OFFICER	12	$41,120	
PURCHASE ORDER SPECIALIST I	07	$27,985	
PURCHASE ORDER SPECIALIST II	09	$32,642	
QUARTER MASTER	07	$27,985	
RECORDS MANAGER	13	$44,410	
REGISTERED DIETICIAN I	12	$35,254	
REGISTERED DIETICIAN II	14	$41,120	
REGISTERED NURSE I	10	$35,254	
REGISTERED NURSE II	12	$41,120	
REGISTERED NURSE III	14	$47,963	
REGISTERED NURSE IV	16	$55,944	
RESEARCH & DEVELOPMENT DIRECTOR	14	$47,963	
RIGHT OF WAY AGENT I	07	$27,985	
RIGHT OF WAY AGENT II	09	$32,642	
RIGHT OF WAY AGENT III	11	$38,074	
RIGHT OF WAY AGENT IV	13	$44,410	
RIGHT OF WAY AGENT V	15	$51,800	
RIGHT OF WAY COORDINATOR	14	$47,963	
RISK COMMUNICATION PLANNER	07	$27,985	
SAFETY COORDINATOR	10	$35,254	
SAFETY OFFICER I	10	$35,254	
SAFETY OFFICER II	12	$41,120	
SAFETY OFFICER III	14	$47,963	
SANITATION DIRECTOR	11	$38,074	
SANITATION TECHNICIAN I	03	$20,570	
SANITATION TECHNICIAN II	05	$23,993	
SECURITY SPECIALIST	08	$30,224	
SENIOR BUDGET ANALYST	15	$51,800	
SENIOR CRIME ANALYST	14	$47,963	
SENIOR PLANNING ANALYST	15	$51,800	

SEPTIC TANK INSPECTOR	07	$27,985
SOCIAL WORKER	11	$38,074
SPECIAL PROJECTS COORDINATOR I	11	$38,074
SPECIAL PROJECTS COORDINATOR II	13	$44,410
STRATEGIC NATIONAL STOCKPILE COORDINATOR - PLANNER	12	$41,120
SUPERVISOR	09	$32,642
SURPLUS SPECIALIST	07	$27,985
SURVEYOR TECHNICIAN	09	$32,642
SYSTEMS SUPPORT SPECIALIST I	11	$38,074
SYSTEMS SUPPORT SPECIALIST II	13	$44,410
TB RECORD MANAGER	10	$35,254
TECHNICAL SPECIALIST I	10	$35,254
TECHNICAL SPECIALIST II	12	$41,120
TECHNICIAN I	04	$22,216
TECHNICIAN II	06	$25,912
TECHNICIAN III	08	$30,224
TECHNICIAN IV	10	$35,254
TECHNICIAN V	12	$41,120
TECHNICIAN VI	14	$47,963
TEXAS VACCINES FOR CHILDREN EDUCATOR	12	$41,120
TEXAS VACCINES FOR CHILDREN MANAGER	11	$38,074
TITLE EXAMINER I	07	$27,985
TITLE EXAMINER II	09	$32,642
TRAFFIC SPECIALIST I	02	$19,047
TRAFFIC SPECIALIST II	04	$22,216
TRAFFIC SPECIALIST III	06	$25,912
TRAFFIC SPECIALIST IV	08	$30,224
TRAVEL CARD SPECIALIST	11	$38,074
TRUANCY SUPERVISOR	11	$38,074
TRUCK DRIVER I	03	$20,570
TRUCK DRIVER II	05	$23,993
TRUCK DRIVER III	07	$27,985
TRUCK DRIVER IV	09	$35,254
VENDOR LIAISON	12	$41,120
VOTER REGISTRATION SPECIALIST I	05	$23,993
VOTER REGISTRATION SPECIALIST II	06	$25,912
WELDER I	04	$22,216
WELDER II	06	$25,912
WIC CERTIFICATION SPECIALIST I	05	$23,993
WIC CERTIFICATION SPECIALIST II	07	$27,985
WIC CERTIFICATION SPECIALIST III	09	$32,642
WORKERS COMPENSATION SPECIALIST I	09	$32,642
WORKERS COMPENSATION SPECIALIST II	11	$38,074

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: Urban County | **DATE: 06/03/2010**

DEPARTMENT NUMBER: 250 | **PROGRAM NUMBER:**

CURRENT SLOT #: | **NO. OF POSITIONS #: 3**

DEPARTMENT CLASSIFICATION REQUEST- *(REGRADE)*

CURRENT

PROGRAM COORDINATOR II	GRADE 11
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

PROGRAM COORDINATOR II	GRADE 12
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

PROGRAM COORDINATOR II	GRADE 12
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 3

SIGNATURES

Human Resources Representative	**Date**
Norma G. Garcia	06/07/10
County Treasurer Representative	**Date**
[signature]	6/4/10
Budget & Management Representative	**Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ~~250~~

DATE: 05/20/10

CURRENT POSITION TITLE: Program Coordinator II

CURRENT SLOT. #: ~~0004~~
250-001-0019
250-001-0014
250-604-0001

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Change Grade and Step

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

POSITION SALARY REQUEST:

Salary Amount: $ 52,786.00 (G11 & S10) Current Budgeted Salary $ 52,786.00 (G12 & S7) Proposed Budgeted Salary $ 0.00 Net Change

Position to be funded from one of the following:

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

☐ Other Urban County only dept. affected

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)

This change is necessary to meet market pay

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

In file

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

N/A

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

The position will be funded through the Urban County Program - Colonia funds

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	5/20/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/4/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: Urban County | **DATE: 06/03/2010**

DEPARTMENT NUMBER: 250 | **PROGRAM NUMBER:**

CURRENT SLOT #:

DEPARTMENT CLASSIFICATION REQUEST- *(REGRADE)*

CURRENT

DEPUTY DIRECTOR	GRADE 17
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

DEPUTY DIRECTOR	GRADE 19
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

DEPUTY DIRECTOR	GRADE 18
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 1

SIGNATURES

Human Resources Representative	**Date**
Norma G. García	06/07/10
County Treasurer Representative	**Date**
	6/04/10
Budget & Management Representative	**Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:

DATE: 06/03/10

CURRENT POSITION TITLE: Deputy Director

CURRENT SLOT. #: 250-001-0004
250-002-0008
(Position pd from 2 funding Sources

REQUESTED POSITION TITLE:
(For new positions or reclassifications) N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Re-grade

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

POSITION SALARY REQUEST:

Salary Amount:	$ Grade 17 Step 1 63,599.00	Current Budgeted Salary	$ Grade 18 Step 1 ~~70,473.00~~ 68687	Proposed Budgeted Salary	$ $5,088.00 ~~6,874.00~~ pc	Net Change

Position to be funded from one of the following:

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

☐ Other Urban Co only dept. affected.

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)

This change is necessary to meet market pay.

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

In file

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

N/A

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

The position will be funded through the Urban County - CDBG funds

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	6/2/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/4/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: Urban County | **DATE: 06/03/2010**

DEPARTMENT NUMBER: 250 | **PROGRAM NUMBER:**

CURRENT SLOT #: | **NO. OF POSITIONS: 5**

DEPARTMENT CLASSIFICATION REQUEST- *(REGRADE)*

CURRENT

PROGRAM COORDINATOR I	GRADE 9
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

PROGRAM COORDINATOR I	GRADE 10
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

PROGRAM COORDINATOR I	GRADE 10
Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

AFFECTED NO. OF POSITIONS- 5

SIGNATURES

Human Resources Representative	**Date**
Norma G. García	06/07/10
County Treasurer Representative	**Date**
	6/04/10
Budget & Management Representative	**Date**

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: ~~250~~

DATE: 05/20/10

CURRENT POSITION TITLE: Program Coordinator I

CURRENT SLOT. #: ~~0002~~
250-001-0010
250-001-0011
250-002-0002
250-006-0001
250-006-0003

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Change Grade and Step

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

POSITION SALARY REQUEST:

Salary Amount: $ 34,360.00 (G9 & S1) Current Budgeted Salary $ 37,109.00 (G10 & S1) Proposed Budgeted Salary $ 2,749.00 Net Change

Position to be funded from one of the following:

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

☐ Other Urban Co. only dept affected

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)

This change is necessary to meet market pay

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

In file

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

N/A

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

The position will be funded through the TxCDBG Disaster Recovery funds

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	5/20/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	6/4/10 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1288-463-00-250-001-6

URBAN COUNTY - CDBG

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	DIRECTOR				106,498.00	106,498.00	420.00	0.00	0.00	8,000.00	0.00	114,918.00
0002	113	COMPLIANCE DIVISION MANAGER I	13	1	46,747.00	46,747.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	COMPLIANCE DIVISION MANAGER II	15	4	60,250.00	60,250.00	60,521.00	600.00	0.00	0.00	3,600.00	0.00	64,721.00
0004	**113**	**DEPUTY DIRECTOR**	**18** ~~**17**~~	**1** **1**	**68,687.00** ~~**63,599.00**~~	**51,515.25** ~~**50,617.00**~~	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0005	113	CONTRACTS MANAGER	12	1	43,284.00	43,284.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	MONITOR II	12	4	47,829.00	47,829.00	48,250.00	960.00	0.00	0.00	0.00	0.00	49,210.00
0007	113	COMPLIANCE MONITOR	13	2	48,383.00	48,383.00	48,383.00	300.00	0.00	0.00	0.00	0.00	48,683.00
0008	113	ACCOUNTANT IV	14	4	55,788.00	55,788.00	56,184.00	600.00	0.00	0.00	0.00	0.00	56,784.00
0009	**113**	**PROGRAM COORDINATOR II**	**12** ~~**11**~~	**2** ~~**4**~~	**44,799.00** ~~**44,287.00**~~	**44,799.00** ~~**44,287.00**~~	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0010	**113**	**PROGRAM COORDINATOR I**	**10** ~~**9**~~	**1** ~~**2**~~	~~**37,109.00**~~ ~~**35,563.00**~~	**37,109.00** ~~**35,563.00**~~	**35,563.00**	**300.00**	**0.00**	**0.00**	**0.00**	**0.00**	**35,863.00**
0011	**113**	**PROGRAM COORDINATOR I**	**10** ~~**9**~~	**1** ~~**1**~~	**37,109.00** ~~**34,360.00**~~	**37,109.00** ~~**34,360.00**~~	**34,360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**34,360.00**
0012	113	MONITOR I	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0013	113	MONITOR I	10	1	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	**113**	**PROGRAM COORDINATOR II**	**12** ~~**11**~~	**1** ~~**2**~~	**43,284.00** ~~**41,481.00**~~	**43,284.00** ~~**41,481.00**~~	**41,481.00**	**420.00**	**0.00**	**0.00**	**0.00**	**0.00**	**41,901.00**
0015	113	HR COORDINATOR II	11	5	45,690.00	45,690.00	45,690.00	1,380.00	0.00	0.00	0.00	0.00	47,070.00
0016	113	ACCOUNTANT II	10	5	42,305.00	42,305.00	42,437.00	660.00	0.00	0.00	0.00	0.00	43,097.00
0017	113	PRGRM & CMPLNC ANALYST	10	1	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018	113	ADMINISTRATIVE ASSISTANT III	8	3	34,043.00	34,043.00	34,423.00	720.00	0.00	0.00	0.00	0.00	35,143.00
0019	113	ACCOUNTING CLERK I	6	3	29,186.00	29,186.00	29,186.00	0.00	0.00	0.00	0.00	0.00	29,186.00
0020	113	CLERK III	5	2	26,140.00	26,140.00	26,200.00	0.00	0.00	0.00	0.00	0.00	26,200.00
0021	114	CUSTODIAN I	1	5	21,164.00	10,529.00	10,529.00	0.00	0.00	0.00	0.00	0.00	10,529.00
		TOTAL			806,015.00	778,208.25	656,814.00	6,360.00	0.00	0.00	11,600.00	0.00	674,774.00

Classification and Compensation Plan:

Approval to regrade three position titles in the Classification and Compensation Plan (Job Description Index) as reviewed and recommended by the Classification Committee, effective next full pay period. Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1288-463-00-250-004-6

URBAN COUNTY - COLONIA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
			12	7	52,786.00	52,786.00							
0001	113	PROGRAM COORDINATOR II	~~11~~	~~10~~	~~52,705.00~~	~~52,705.00~~	52,786.00	840.00	0.00	0.00	0.00	0.00	53,626.00
0002	113	ADMINISTRATIVE ASSISTANT III	8	5	36,271.00	36,271.00	36,271.00	480.00	0.00	0.00	0.00	0.00	36,751.00
		TOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Classification and Compensation Plan:

Approval to regrade three position titles in the Classification and Compensation Plan (Job Description Index) as reviewed and recommended by the Classification Committee, effective next full pay period. Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1288-463-00-250-002-6

URBAN COUNTY - HOME

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COMPLIANCE DIVISION MANAGER I	13	4	51,655.00	51,656.00	52,133.00	300.00	0.00	0.00	2,400.00	0.00	54,833.00
			10	**4**	**41,006.00**	**41,006.00**							
0002	**113**	**PROGRAM COORDINATOR I**	~~**9**~~	~~**6**~~	~~**40,375.00**~~	~~**40,375.00**~~	**40,375.00**	**360.00**	**0.00**	**0.00**	**0.00**	**0.00**	**40,735.00**
0003	113	PROGRAM SPECIALIST	9	1	34,360.00	34,360.00	34,360.00	300.00	0.00	0.00	0.00	0.00	34,660.00
0004	113	PROGRAM SPECIALIST	9	1	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	CLERK III	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0006	113	CLERK II	3	5	24,685.00	24,685.00	24,685.00	0.00	0.00	0.00	0.00	0.00	24,685.00
			18	**1**	**68,687.00**	**17,172.00**							
0008	**113**	**DEPUTY DIRECTOR**	~~**17**~~	~~**1**~~	~~**63,599.00**~~	~~**12,982.00**~~	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Classification and Compensation Plan:

Approval to regrade three position titles in the Classification and Compensation Plan (Job Description Index) as reviewed and recommended by the Classification Committee, effective next full pay period. Personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1288-463-00-250-006-1

TxCDBG DISASTER RECOVERY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
			10	1	37,109.00	37,109.00							
0001	113	PROGRAM COORDINATOR I	~~9~~	~~1~~	~~34,360.00~~	~~34,360.00~~	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
			10	1	37,109.00	37,109.00							
0002	113	PROGRAM COORDINATOR I	~~9~~	~~1~~	~~34,360.00~~	~~34,360.00~~	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	INSPECTOR	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
0004	113	CLERK II	3	2	22,411.00	22,411.00	22,751.00	0.00	0.00	0.00	0.00	0.00	22,751.00
0005	113	INSPECTOR	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
		TOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Classification and Compensation Plan:
Approval to regrade three position titles in the Classification and Compensation Plan (Job Description Index) as reviewed and recommended by the Classification Committee, effective next full pay period. Personnel actions pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21498

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 08, 2010

Summary of request/proposal: (Urban County):

Approval to regrade three position titles in the Hidalgo County Classified Positions Inventory List as approved and recommended by the Classification Committee as follows:

CDBG (250-001)

Fund	Position	Slot#	Obj	Current Grade	Current Step	PROP. Grade	PROP. Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1288	PROGRAM COORDINATOR I	0010	113	9	2	10	1	35,563.00	37,109.00	1,546.00
1288	PROGRAM COORDINATOR I	0011	113	9	1	10	1	34,360.00	37,109.00	2,749.00
1288	PROGRAM COORDINATOR	0009	113	11	4	12	2	44,287.00	44,799.00	512.00
1288	PROGRAM COORDINATOR	0014	113	11	2	12	1	41,481.00	43,284.00	1,803.00
1288	DEPUTY DIRECTOR	0004	113	17	1	18	1	50,617.00	54,433.00	3,816.00
						TOTAL		206,308.00	216,734.00	10,426.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1288-463-00-250-001-6	113	URBAN COUNTY - CDBG	REG F/T EMPLOYEES	$5,952.01
1288-463-00-250-001-6	211	URBAN COUNTY - CDBG	HEALTH INSURANCE	-
1288-463-00-250-001-6	212	URBAN COUNTY - CDBG	LIFE INSURANCE	-
1288-463-00-250-001-6	220	URBAN COUNTY - CDBG	FICA	$455.33
1288-463-00-250-001-6	230	URBAN COUNTY - CDBG	RETIREMENT	$566.63
1288-463-00-250-001-6	250	URBAN COUNTY - CDBG	UNEMPLOYMENT COMP	$29.76
1288-463-00-250-001-6	260	URBAN COUNTY - CDBG	WORKER'S COMP	-
			2010 Budgetary Impact	$7,003.73

2011 Budgetary Impact: $12,315.46

Possible Funding Sources: URBAN COUNTY FUNDS

HOME (250-002)

Fund	Position	Slot#	Obj	Current Grade	Current Step	PROP. Grade	PROP. Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1288	PROGRAM COORDINATOR I	0002	113	9	6	10	4	40,375.00	41,006.00	631.00
1288	DEPUTY DIRECTOR	0004	113	17	1	18	1	12,982.00	14,254.00	1,272.00
						TOTAL		53,357.00	55,260.00	1,903.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1288-463-00-250-002-6-	113	URBAN COUNTY - HOME-	REG F/T EMPLOYEES	$1,086.39
0-1288-463-00-250-002-6-	211	URBAN COUNTY - HOME-	HEALTH INSURANCE	-
0-1288-463-00-250-002-6-	212	URBAN COUNTY - HOME-	LIFE INSURANCE	-
0-1288-463-00-250-002-6-	220	URBAN COUNTY - HOME-	FICA	$83.11
0-1288-463-00-250-002-6-	230	URBAN COUNTY - HOME-	RETIREMENT	$103.42
0-1288-463-00-250-002-6-	250	URBAN COUNTY - HOME-	UNEMPLOYMENT COMP	$5.43
0-1288-463-00-250-002-6-	260	URBAN COUNTY - HOME-	WORKER'S COMP	-
			2010 Budgetary Impact	$1,278.35

2011 Budgetary Impact: $2,247.87

Possible Funding Sources: URBAN COUNTY FUNDS (1288)

COLONIA (250-004)

Fund	Position	Slot#	Obj	Current Grade	Current Step	PROP. Grade	PROP. Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1288	PROGRAM COORDINATOR II	0001	113	11	10	12	7	52,786.00	52,786.00	0.00
						TOTAL:		52,786.00	52,786.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1288-463-00-250-004-6-	113	URBAN COUNTY - COLONIA	REG F/T EMPLOYEES	$0.00
0-1288-463-00-250-004-6-	211	URBAN COUNTY - COLONIA	HEALTH INSURANCE	-
0-1288-463-00-250-004-6-	212	URBAN COUNTY - COLONIA	LIFE INSURANCE	-
0-1288-463-00-250-004-6-	220	URBAN COUNTY - COLONIA	FICA	$0.00
0-1288-463-00-250-004-6-	230	URBAN COUNTY - COLONIA	RETIREMENT	$0.00
0-1288-463-00-250-004-6-	250	URBAN COUNTY - COLONIA	UNEMPLOYMENT COMP	$0.00
0-1288-463-00-250-004-6-	260	URBAN COUNTY - COLONIA	WORKER'S COMP	-
			2010 Budgetary Impact	$0.00

2011 Budgetary Impact: $0.00

Possible Funding Sources: URBAN COUNTY FUNDS (1288)

TXCDBG DISASTER RECOVERY (250-006)

Fund	Position	Slot#	Obj	Current Grade	Current Step	PROP. Grade	PROP. Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1288	PROGRAM COORDINATOR I	0001	113	9	1	10	1	34,360.00	37,109.00	2,749.00
1288	PROGRAM COORDINATOR I	0002	113	9	1	10	1	34,360.00	37,109.00	2,749.00
						TOTAL:		68,720.00	74,218.00	5,498.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1288-463-00-250-006-1-	113	TxCDBG DISASTER RECOVERY-	REG F/T EMPLOYEES	$3,138.70
0-1288-463-00-250-006-1-	211	TxCDBG DISASTER RECOVERY-	HEALTH INSURANCE	-
0-1288-463-00-250-006-1-	212	TxCDBG DISASTER RECOVERY-	LIFE INSURANCE	-
0-1288-463-00-250-006-1-	220	TxCDBG DISASTER RECOVERY-	FICA	$240.11
0-1288-463-00-250-006-1-	230	TxCDBG DISASTER RECOVERY-	RETIREMENT	$298.80
0-1288-463-00-250-006-1-	250	TxCDBG DISASTER RECOVERY-	UNEMPLOYMENT COMP	$15.69
0-1288-463-00-250-006-1-	260	TxCDBG DISASTER RECOVERY-	WORKER'S COMP	-
			2010 Budgetary Impact	$3,693.30

2011 Budgetary Impact: $6,494.38

Possible Funding Sources: URBAN COUNTY FUNDS (1288)

Budget Office Recommendation: REVIEWED AND RECOMMENDED BY CLASSIFICATION COMMITTEE

Hidalgo Co. Budget Office
2/3/2005

AI-21499 **23.A.4.**

Autopsy Facility

CC REGULAR

Date:	06/08/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting exemption from competitive bidding under Texas Local Government Code, Chapter 262, Section 024(a)(2)-" an item necessary to preserve or protect the public safety of the residents of the county;"

b. Authority to negotiate a contract with current provider: Ceballos Funeral Home, Inc. for the Leasing of "Autopsy Facility".

c. Requesting authority of cancellation of Bid No. 2010-004 for "Autopsy Facility".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Funds in the amount of $543,644.74 available as of 06/04/10.

Attachments

Link: EXEMPTION 262.024

Link: DA letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2010 10:54 AM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 11:11 AM	APRV
3	Sylvia Solis	Sylvia Solis	06/04/2010 04:39 PM	APRV
4	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Yolanda Velasquez Started On: 06/03/2010 11:41 AM

Final Approval Date: 06/04/2010

plies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 15(a) of Acts 2001, 77th Leg., ch. 1409 provides:

"The changes in law made by this Act apply only to a contract for which requests for bids, requests for proposals, or requests for qualifications are published or distributed after September 1, 2001."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(10) any work performed under a contract for community and economic development made by a county under Section 381.004.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties

From: Josephine Ramirez [mailto:josephine.ramirez@co.hidalgo.tx.us]
Sent: Thursday, June 03, 2010 5:24 PM
To: 'Martha Salazar'
Cc: homer.vasquez@da.co.hidalgo.tx.us; 'Olga Montero'; 'Darlene Betancourt'
Subject: FW:
Importance: High

In response to your request for an opinion as to the ad placement for bids on an autopsy facility we have considered the following:

The current agreement with Ceballos Funeral Home is expiring and the County would like to continue its use of this facility for the purposes of conducting autopsy related services as it is in the interests of the health, safety and welfare of the community. Autopsy related services are performed at the request of an authorized official pursuant to Chapter 49 of the Texas Code of Criminal Procedure.

Given these facts, a contract for autopsy related services may be exempt from the competitive purchasing requirements in the County Purchasing Act Chapter 262 of the Local Government Code. More specifically, services provided by the autopsy facility may be exempted by order of the Commissioner's Court under section 262.024(a)(2) of the Local Government Code from competitive purchasing requirements as a matter affecting the public health or safety. As these are services that go directly to the investigation of the cause of a death and which may be criminal in nature. This could be construed as an issue that would directly affect the safety of the community.

In support, I would refer you Attorney General Opinion JC-0136 (1999). A county contract for ambulance services was deemed to be exempt from the competitive purchasing requirements as a matter affecting the public health or safety.

As we discussed, we are continuing to review the information provided on the remaining matters.

Josie L. Ramirez
Assistant District Attorney
Hidalgo County, Texas
(956)292-7000 ext. 4954 - telephone
(956)292-7035 - facsimile
josephine.ramirez@co.hidalgo.tx.us

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AI-21457 **23.A.5.**

Requesting approval to declare as surplus for Auction scheduled 6-26-2010.
CC REGULAR

Date:	06/08/2010
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval to declare as "surplus" numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 6-26-2010 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.
$75.25 available balance in advertising account.

Attachments

Link: Agenda list for 6-26-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2010 05:00 PM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 08:07 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/04/2010 08:25 AM	APRV
4	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Lisa Vela Started On: 06/02/2010 11:40 AM

Final Approval Date: 06/04/2010

Asset No	Asset Description
1621	TABLE SMALL GRAY
11222	DESK
13201	SHELF 3 TIERS
14364	FILE CABINET 4 DRW
15569	CABINET FILE 4 DRAWERS TAN
16340	DESK- DARK WOOD
17594	FILE CABINET 4 DRW BLACK
18229	FILE CABINET 4 DRW
18800	CREDENZA DESK
19573	FILE CABINET 4 DRW
20768	DESK GRAY
21440	CABINET FILING 4 DRWR BIEGE
22117	RADIO MOTOROLA 2 WAY W/ MICROPHONE
22118	RADIO MOTOROLA 2 WAY W/ MICROPHONE
22119	RADIO MOTOROLA W/ MICROPHONE
22120	RADIO MOTOROLA W/ MICROPHONE
22121	RADIO MOTOROLA 2 WAY W/ MICROPHONE
23504	STAND FOR A COMPUTER
24293	VCR BETA SONY
24347	DESK WOODEN
24517	HON 4-DRAWER FILE CABINET
25131	FILE CABINET 4 DRW
25132	FILE CABINET 4 DRW
25134	FILE CABINET 2 DRW
25137	FILE CABINET 4 DRW
25140	FILE CABINET 4 DRW
25141	FILE CABINET 4 DRW
25371	MAROON SECRETARIALCHAIR
25394	EMERSON 13" TV/ VCR
25458	2-DRWR FILE CABINET W/WHEELS
26249	OFFICE CHAIR- TEAL
27734	HON 4 DRWR FILE CABINET
27752	RCA 20" TV/ VCR COMBO
27754	RCA 20" TV
28063	FILE CABINET 4 DRW
28323	MICROPOLIS MICRODISK LT HARD DRIVE
28771	TV W/ VCR PANASONIC
29109	CABINET FILING 4 DRWR BIEGE
29314	CABINET FILING 4 DRWR BIEGE
29670	TELEVISION JVC 20"
29840	TV QUASAR 20" W/VCR
30466	HON STORAGE CABINET
30871	RADIO MOTOROLA P110 HAND HELD
30872	RADIO 2 WAY STANDARD W/MICROPHONE
31689	COMPUTER DELL OPTIPLEX G1
32585	COMPUTER DELL GN
32651	PANASONIC 27" TV/VCR
32775	2' X 4' PLAY TABLE
32998	PRINTER HP DESKJET 722C
33128	RADIO MOTOROLA 2 WAY W/ MICROPHONE
33232	MONITOR WISE
33342	TYPEWRITER LEXMARK IBM
33344	TYPEWRITER LEXMARK IBM

Asset No	Asset Description
33596	PRINTER HP LASER
34170	CANON COPY MACHINE NP6551
34275	LABEL MAKER DYMO LABEL/WRITER
34276	LABEL MAKER DYMO LABEL/WRITER
34278	LABEL MAKER DYMO LABEL/WRITER
34471	TYPEWRITER IBM 1000 LEXMARK
34504	PORT- INTEL EXPRESS 510T
34738	LAWNMOWER BRIGGS & STRATTON
36343	LAPTOP DELL LATITUDE C800
36689	COMPUTER DELL OPTIPLEX GX 400
36864	COMPUTER DELL DIMENSION 8100 PENTI
36966	COMPUTER DELL OPTIPLEX GX150
36967	COMPUTER DELL OPTIPLEX GX150
36968	COMPUTER DELL OPTIPLEX GX150
36969	COMPUTER DELL OPTIPLEX GX150
36970	COMPUTER DELL OPTIPLEX GX150
36971	COMPUTER DELL OPTIPLEX GX150
36972	COMPUTER DELL OPTIPLEX GX150
36973	COMPUTER DELL OPTIPLEX GX150
36974	COMPUTER DELL OPTIPLEX GX150
36977	COMPUTER DELL OPTIPLEX GX150
36978	COMPUTER DELL OPTIPLEX GX150
36979	COMPUTER DELL OPTIPLEX GX150
36981	COMPUTER DELL OPTIPLEX GX150
36982	COMPUTER DELL OPTIPLEX GX150
36983	COMPUTER DELL OPTIPLEX GX150
36984	COMPUTER DELL OPTIPLEX GX150
36985	COMPUTER DELL OPTIPLEX GX150
36986	COMPUTER DELL OPTIPLEX GX150
36987	COMPUTER DELL OPTIPLEX GX150
36988	COMPUTER DELL OPTIPLEX GX150
36989	COMPUTER DELL OPTIPLEX GX150
36990	COMPUTER DELL OPTIPLEX GX150
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36998	COMPUTER DELL OPTIPLEX GX150
36999	COMPUTER DELL OPTIPLEX GX150
37000	COMPUTER DELL OPTIPLEX GX150
37001	COMPUTER DELL OPTIPLEX GX150
37003	COMPUTER DELL OPTIPLEX GX150
37004	COMPUTER DELL OPTIPLEX GX150
37005	COMPUTER DELL OPTIPLEX GX150
37006	COMPUTER DELL OPTIPLEX GX150
37007	COMPUTER DELL OPTIPLEX GX150
37008	COMPUTER DELL OPTIPLEX GX150
37009	COMPUTER DELL OPTIPLEX GX150
37010	COMPUTER DELL OPTIPLEX GX150
37011	COMPUTER DELL OPTIPLEX GX150

Asset No	Asset Description
37012	COMPUTER DELL OPTIPLEX GX150
37014	COMPUTER DELL OPTIPLEX GX150
37015	COMPUTER DELL OPTIPLEX GX150
37016	COMPUTER DELL OPTIPLEX GX150
37017	COMPUTER DELL OPTIPLEX GX150
37018	COMPUTER DELL OPTIPLEX GX150
37019	COMPUTER DELL OPTIPLEX GX150
37020	COMPUTER DELL OPTIPLEX GX150
37021	COMPUTER DELL OPTIPLEX GX150
37022	COMPUTER DELL OPTIPLEX GX150
37023	COMPUTER DELL OPTIPLEX GX150
37024	COMPUTER DELL OPTIPLEX GX150
37025	COMPUTER DELL OPTIPLEX GX150
37026	COMPUTER DELL OPTIPLEX GX150
37027	COMPUTER DELL OPTIPLEX GX150
37028	COMPUTER DELL OPTIPLEX GX150
37030	COMPUTER DELL OPTIPLEX GX150
37031	COMPUTER DELL OPTIPLEX GX150
37033	COMPUTER DELL OPTIPLEX GX150
37035	COMPUTER DELL OPTIPLEX GX150
37036	COMPUTER DELL OPTIPLEX GX150
37038	COMPUTER DELL OPTIPLEX GX150
37040	COMPUTER DELL OPTIPLEX GX150
37041	COMPUTER DELL OPTIPLEX GX150
37042	COMPUTER DELL OPTIPLEX GX150
37043	COMPUTER DELL OPTIPLEX GX150
37044	COMPUTER DELL OPTIPLEX GX150
37045	COMPUTER DELL OPTIPLEX GX150
37046	COMPUTER DELL OPTIPLEX GX150
37047	COMPUTER DELL OPTIPLEX GX150
37048	COMPUTER DELL OPTIPLEX GX150
37049	COMPUTER DELL OPTIPLEX GX150
37050	COMPUTER DELL OPTIPLEX GX150
37051	COMPUTER DELL OPTIPLEX GX150
37052	COMPUTER DELL OPTIPLEX GX150
37053	COMPUTER DELL OPTIPLEX GX150
37054	COMPUTER DELL OPTIPLEX GX150
37055	COMPUTER DELL OPTIPLEX GX150
37056	COMPUTER DELL OPTIPLEX GX150
37057	COMPUTER DELL OPTIPLEX GX150
37058	COMPUTER DELL OPTIPLEX GX150
37059	COMPUTER DELL OPTIPLEX GX150
37060	COMPUTER DELL OPTIPLEX GX150
37061	COMPUTER DELL OPTIPLEX GX150
37062	COMPUTER DELL OPTIPLEX GX150
37154	MONITOR-NEC
37440	PRINTER HP LASERJET 1200
37470	PRESSURE WASHER CAMPBELL
37518	COMPUTER DELL OPTIPLEX GX 620
37573	M&A TECHNOLOGY IMPERESSION PC
37801	3M2000 OVERHEAD PROJECTOR
37928	COMPUTER DELL GX240 TOWER
38596	DELL 4500s COMPUTER

Asset No	Asset Description
38598	DELL 4500s COMPUTER
39287	SCANNER KODAK i60
40066	COMPUTER
40067	COMPUTER
40147	FLAT SCREEN COMPUTER
40508	GENERIC DESKTOP
40794	COMPUTER COMPAQ EVO
40795	COMPUTER COPMAQ EVO
40796	COMPUTER COMPAQ EVO
40983	ROUTER- MULTI SYSTEM FINDER
41010	ICEMAKER XAC 530 (AD129-22)
41036	DELL 4600 COMPUTER
41223	COMPUTER MWAVE
41273	ACER TOWER
41333	ADT MICRO SCANLCD
41364	RADIO KENWOOD HAND HELD W/ CHARG
41606	GENERIC DESKTOP
41988	COMPUTER CLONE
41999	SCANNER KODAK
42727	FLAT SCREEN LCD PROVIEW 15"
42784	HP DC5000 DESKTOP SYSTEM
42788	HP DC5000 DESKTOP SYSTEM
42790	HP DC5000 DESKTOP SYSTEM
42917	PORT- NETGEAR 24
42919	RADIO MOTOROLA W/BASE & MICROPHON
43052	PAY CLOCK EZ TIMER/ATTENDANCE SYS
43083	COMPUTER DELL OPTIPLEX SX280
43177	FAX MACHINE KYOCERA MITA KM-F650
43671	MONITOR HP 1702
44036	LAPTOP-TOSHIBA SATELITE
44037	LAPTOP-TOSHIBA SATELITE
44468	DELL 4600 COMPUTER
44508	PORT- NETGEAR 24
44557	CLIENT-PRO 345 MPC
48878	2000 CHEVY CAMARO
50121	HP DESKJET 5650
50122	HP DESKJET 6540
50123	HP DESKJET 6540
410-001	MONITOR HP 7500
410-002	SWITCH HP PROCURVE 2626
410-003	HONEYWELL HMC21
410-004	PRINTER HP DESKJET 932C
410-005	MONITOR APEX AT 1302
410-006	MONITOR APEX AT 1302
410-007	MONITOR COMPAQ 5500
410-008	UPS COMPAQ PRO UPS 500
410-009	UPS COMPAQ PRO UPS 500
410-010	MONITOR COMPAQ 5500
410-011	KEYBOARD COMPAQ 4 EA
410-012	HONEYWELL HMC21
410-013	HONEYWELL HMC21
410-014	NET GEAR 25 PORT SWITCH
410-015	NET GEAR 25 PORT SWITCH

Asset No	Asset Description
410-016	NET GEAR 25 PORT SWITCH
410-017	NET GEAR 25 PORT SWITCH
410-018	NET GEAR 25 PORT SWITCH
410-019	NET GEAR 25 PORT SWITCH
410-020	NET GEAR 25 PORT SWITCH
410-022	APC BACK-UPS PRO 1400
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA RADIUS P1225
410-023	MOTOROLA GP 300
410-023	MOTOROLA HT 1000
410-023	MOTOROLA HT 1000
410-023	MOTOROLA HT 1000
410-024	NATIONAL ELECTRONICS
410-025	HONEYWELL HMC21
410-026	MONITOR APEX AT 1302
410-027	DIGI PORT SERVER 16 (RJ45)
410-028	DIGI PORT SERVER 16 (RJ45)
410-029	DIGI PORT SERVER 16 (RJ45)
410-030	INTELLIFAX 4100 BROTHER
410-031	SOUND STATION POLYCOM
410-032	PRINTER OKI MICROLINE
410-034	PRINTER EPSON C86
410-035	RADIO CHARGER MOTOROLA 6 BATTERY
410-036	SPOT LIGHT
410-037	KEYBOARD COMPAQ (2)
410-038	MONITOR COMPAQ 5500
410-039	MONITIOR COMPAQ 5500
410-040	MONITOR HP L1906
410-041	MONITOR (EARTH COMP TECH)
410-042	MONITOR COMPAQ 5500
410-043	MONITOR X-555
410-044	MONITOR HP 7500
410-045	MONITOR APEX AT 1302
410-046	INTELLIFAX 1270e BROTHER
410-047	MONITOR HP
AD0110-5	(6) HUMIDIFERS
AD0210-83	PRESSURE WASHER NORTH STAR
AD093-21	DELL FLAT PANEL(ME001041)
AD099-106	MONITOR MPC
AD099-107	MONITOR AMPTRON
AD099-110	MONITOR PHILIPS
AD099-111	COMPUTER INTEL SLIP
AD099-138	MULTIPLEXER COLOR STAND ALONE
AD099-139	RECORDER VIDEO CASSETTE TIMLAPAX
AD099-140	MONITOR 14" COLOR

Asset No	Asset Description
AD099-189	FLAT SCREEN LCD VIEWSONIC 15"
AD099-190	PRINTER HP DESKJET 6122
AD099-192	CARTRIDGES XEROX PHASER 3450 (4)
AD099-193	VX-2652H SHARP
AD109-201	SHREDDER FELLOWES PS80-C
AD119-12	SCANNER HP SCANJET 8250
AD119-15	SHELVES WHITE 7FT LONG
AD119-16	SHELVES WHITE 7FT LONG
AD119-17	SHELVES WHITE 7FT LONG
AD119-18	SHELF WHITE 3' X 3" LONG
AD119-18	SHELF WHITE 3' X 3" LONG
AD119-19	SHELVES WHITE 7FT LONG
AD119-20	SHELVES WHITE 7FT LONG
AD119-21	SHELVES WHITE 7FT LONG
AD119-22	SHELVES WHITE 7FT LONG
AD119-23	SHELVES WHITE 7FT LONG
AD119-24	SHELVES WHITE 7FT LONG
AD119-25	SHELVES WHITE 7FT LONG
AD119-26	SHELVES WHITE 7FT LONG
AD119-27	SHELVES BROWN 8FT LONG
AD119-28	SHELVES BROWN 8FT LONG
AD119-29	SHELF BROWN 7FT LONG
AD119-30	SHELF BROWN 6FT LONG
AD119-31	MONITOR MPC LCD
AD210-113	TABLE SM PICNIC
AD310-132	SMALL LADDER
AD310-21	3-ROOM DIVIDERS
AD310-31	TABLE SMALL GRAY
AD310-33	WORKSTATION-W/CREDENZA
AD310-36	PAPER DISPENSER
C-0110-10-H	2001-CHEVY VAN
C-0110-10-H	2005-CHEVY UPLANDER
C-0185-10-G	2000-DODGE RAM
C-0500-07-I	1997-DORSEY TAILER
C-0564-08-B	2000-FREIGHTLINER TRK/TRTR
C-0664-07-I	1993-FRUAFUEF TRAILER
C-1245-09-G	1997- UTILITY TRAILER
C-1453-09-I	2000-FREIGHTLINER TRK/TRTR
C-1453-09-I	2001-TRAILMOBILE TRAILER
C-1742-07-C	1991-FREIGHTLINER TRK/TRTR
C-1935-09-F	2001-FREIGHTLINER TRK/TRTR
C-2033-09-E	1994-UTILITY THERMOKING TRAILER
C-2102-07-C	2000-FORD EXPEDITION
C-2469-09-I	1998-UTILITY THERMOKING TRAILER
C2939-09-D	1999-WABASH TRAILER
C-2939-09-D	2003-VOLVO TRK/TRTR
C-3573-09-C	1997-FORD F150 P/U
C-3609-09-G	2003-DODGE RAM
DA-0110-1	COMPUTER DELL OPTIPLEX GX 620
DA-0110-10	SHELVES WOODEN
DA-0110-11	SHELVES WOODEN
DA-0110-12	MONITOR DELL D1028L
DA-0110-13	MONITOR DELL M9991

Asset No	Asset Description
DA-0110-15	MONITOR VIEWSONIC E70fb
DA-0110-16	MONITOR VIEWSONIC E70fb
DA-0110-17	MONITOR DELL D1028L
DA-0110-18	MONITOR VIEWSONIC VG150B
DA-0110-2	COMPUTER DELL OPTIPLEX GX 110
DA-0110-20	(6) KEYBOARDS
DA-0110-21	MONITOR VIEW SONIC
DA-0110-22	MONITOR NEC
DA-0110-23	MOUSE
DA-0110-3	VCR PLAYER LEBURE AG-6050
DA-0110-4	STAND FOR A TV
ME000038	COMPUTER DELL OPTIPLEX GX 270
ME00047	COMPUTER DELL
ME00060	COMPUTER DELL
ME00063	COMPUTER DELL
ME001048	PRINTER HP PSC 500 COLOR
ME001213	MONITOR LCD AMPTRON 17"
ME001408	CANON IMAGE CLASS D320 PRINTER/SCANNER
	2002-CHEVROLET AVALANCHE

AI-21485 **23.A.6.**

Hidalgo County-Amendment to WA#1-C-10-063-04-13-J E Saenz & Assoc (Old Administration Parking Lot)

CC REGULAR

Date:	06/08/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

a. Acceptance and approval of the following AMENDMENT to WA #1 with a fee decrease of ($ .92) resulting in the new proposed fee of ($16,433.89), due to a miscalculation in Exhibit D-Proposed Cost Fee in connection to Contract No. C-10-063-04-13-“Executive Offices-Old Administration Building)" East of Closner and North Of Mahl Street" for Precinct No. 4;

b. Requesting approval of request for payment for Inv #ENG 1300 ($8,216.94) submitted by J. E. Saenz & Associates, Inc. in connection with contract #C-10-063-04-13 (PO# 639901) WA#1-“Executive Offices-Old Administration Building)" East of Closner and North Of Mahl Street" for Precinct No. 4.

BACKGROUND

AMENDMENT to WA#1-C-10-063-04-13-J E Saenz & Assoc Inc (Old Admin Pkng Lot Improvements)

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1336-419-40-220-025-0-739
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance of $148,377.74 as of 06/04/10.

Attachments

Link: Amendment-WA#1-J E Saenz & Assoc Inc-C-10-063-04-13

Link: Inv# ENG1300-J E Saenz & Assoc Inc-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2010 02:47 PM	APRV
2	Budget & Management	Erika Zamora	06/03/2010 03:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2010 10:27 AM	APRV
4	Olga Garza		06/04/2010 06:30 PM	PEND

5	Auditor's Office	06/04/2010 06:30 PM	NEW
Form Started By: Letty Saenz		Started On: 06/02/2010 04:16 PM	
Final Approval Date: 06/04/2010			

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-063-04-13

Work Authorization Form

AMENDMENT TO
WORK AUTHORIZATION No. 1

THIS AMENDMENT TO WORK AUTHORIZATION No.1 is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **J.E. Saenz & Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this *Amendment to Work Authorization No.1* is for the **Engineer** to provide design for: *Professional Engineering Services for Preliminary Design and Construction Phase Service for County Parking Lot Improvements East of Closner and North of Mahl St.*

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this *Amendment to Work Authorization No. 1* is $16,433.89. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this *Amendment to Work Authorization No. 1* shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This *Amendment to Work Authorization No. 1* shall be funded through funding source:

Account No. D-1336-419-40-220-025-0-739

Requisition Number _____(MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This *Amendment to Work Authorization No. 1* shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of the scopes of work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This *Amendment to Authorization No. 1* does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County as to content and detail of this *Amendment to Work Authorization No. 1.*

HIDALGO COUNTY

BY: _____

Valde Guerra, Executive Officer

PART 8. ACCEPTANCE AND APPROVAL

This *Amendment to Work Authorization No. 1* is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:

J. E. Saenz & Associates, Inc.

By: Jose E. Saenz, President

THE OWNER:

Hidalgo County

By: Rene A. Ramirez, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"– Service to be Provided by the Engineer
ATTACHMENT "B"– Service to be Provided by the Owner
ATTACHMENT "C"– Work Schedule
ATTACHMENT "D"– Estimated Cost Proposal

EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY
County Parking Lot Improvements – Amendment to Work Authorization No. 1

Scope of Services

1. The following provides an outline of the services to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

   Public Meetings
   a. Approve agenda and all exhibits prior to public meeting.
   b. Approve date and location of the meeting.
   c. Review/approve Public Meeting Report

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

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EDINBURG, TEXAS 78540
www.jesaenz.com

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(956) 383-3736 FAX
info@jesaenz.com

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.

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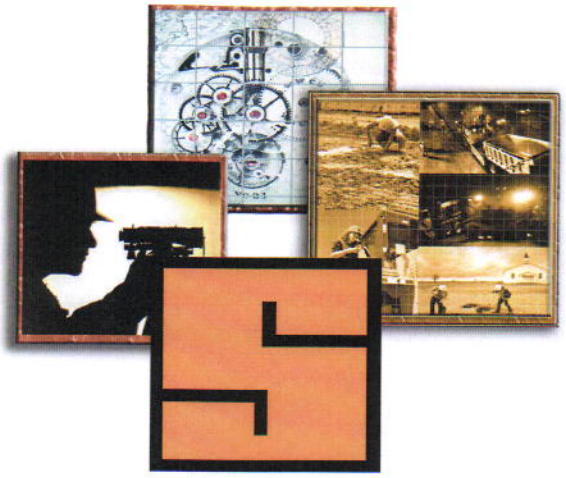

EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY

County Parking Lot Improvements – Amendment to Work Authorization No. 1

Scope of Services

This project consists of obtaining all necessary documentations and survey information for Hidalgo County as well as construction plans for the parking lot.

The following is the work to be done for this project:

Paving Improvements

a. Conduct a topographic survey for the project area.
b. Generate plans and profiles for the proposed project.
c. Provide Specifications for project
d. Provide monthly site visits to monitor construction progress.
e. Review pay request and make recommendations.
f. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
g. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County.

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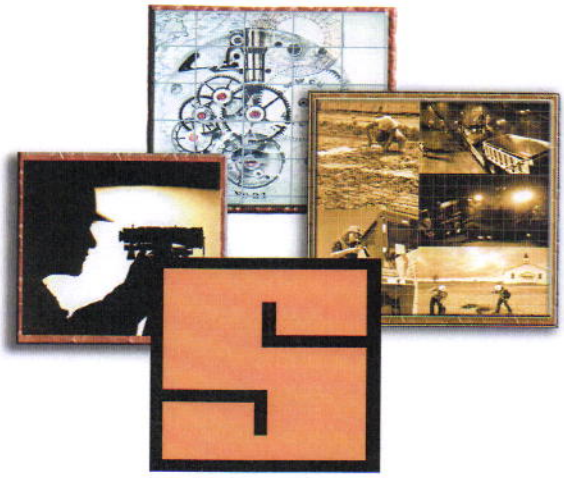

EXHIBIT "C"

Work Schedule

EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: June 2, 2010

AMENDMENT TO WORK AUTHORIZATION NO. 1

PROJECT: Hidlago County Precinct #4 Hidalgo County Parking Improvements

		(day 1)	May				June				July				August				
		2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29
1	Kick-off meeting																		
2	Data Collection																		
3	Inventory & Needs Assesments																		
4	Preliminary Plan and Specs																		
5	QCQA																		
6	Final Plans & Specs																		
7	Bidding																		
8	Construciton																		
9	Close-Out																		

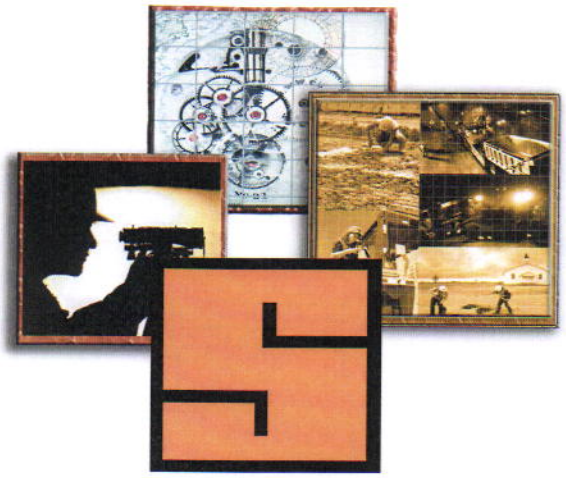

EXHIBIT "D"

Estimated Cost Proposal

J.E. Saenz & Associates, Inc.

2/3/2010

AMENDMENT TO WORK AUTHORIZATION NO. 1

Project Name: Parking Lot

STATEMENT OF PROBABLE COST

Project Number: ENG 10.004

PARKING LOT OPTION II

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	4,084	S.Y.	$8.50	$34,714.00
2	8" FL BS COMPACT 95% DENSITY	4,084	S.Y.	$7.00	$28,588.00
3	6" COMP LIME TREAT. SUB. 98% DENS.	4,084	S.Y.	$5.00	$20,420.00
4	4% LIME TREATMENT FOR SUBGRADE	42	TON	$150.00	$6,300.00
5	PRIME COAT (MC-30)	817	GAL.	$5.00	$4,085.00
6	18" CONC. CURB & GUTTER	1,869	L.F.	$8.00	$14,952.00
7	3' CONC. VALLEY GUTTER	188	L.F.	$15.00	$2,820.00
8	6' CONC. VALLEY GUTTER	46	L.F.	$20.00	$920.00
9	5' CONC. SIDE WALK	166	S.Y.	$20.00	$3,320.00
10	ADA HANDICAP ACCESS RAMP	9	EA.	$400.00	$3,600.00
11	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	660	L.F.	$5.00	$3,300.00
12	REFL PAV MRK SEALER (4")	660	L.F.	$3.00	$1,980.00
13	PREFAB PAV MRK TY B (W) (ARROW)	3	EA.	$50.00	$150.00
14	INLET (COMPL) (GRATE) (TY 1-C)	4	EA.	$2,000.00	$8,000.00
15	CONCRETE CAR STOPS	75	EA.	$150.00	$11,250.00
16	DEMOLITION	1	EA.	$5,000.00	$5,000.00
				SUBTOTAL:	$149,399.00

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER	$149,399.00
2) 10 % CONTINGENCY	$14,939.90
3) ENGINEERING SERVICE	$16,433.89
3) GEOTECHNICAL	$3,000.00
TOTAL CONSTRUCTION COST:	$183,772.79

TOTAL: $183,772.79

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ CONSTRUCTION MANAGERS
GEOGRAPHICAL INFORMATION SYSTEMS ■ RIGHT OF WAY ACQUISITION

INVOICE NO: ENG1300

June 02, 2010

TO:

Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, Texas 78539

ATTN: Balde Guerra, Executive Officer

PROJECT: Parking Improvements
ENG 10.004

INVOICE No 1 FOR SERVICES RELATED TO ENGINEERING SERVICES. FOR THE HIDALGO COUNTY PARKING LOT IMPROVEMENTS (EXECUTIVE OFFICES-OLD ADMINISTRATION BUILDING) EAST OF CLOSNER AND NORTH OF MAHL STREET.

DESCRIPTION	BUDGET	% COMPLETE	AMOUNT
Engineering	$16,433.89	50	$8,216.94
TOTAL BUDGET:	$16,433.89	50	$8,216.94

TOTAL EARNED:	$8,216.94
PREVIOUSLY INVOICED:	$ 0.00
TOTAL DUE:	$8,216.94

TOTAL AMOUNT DUE: $ 8,216.94

H:\Administration\Invoices\ENGINEERING\2010\10.004 PCT # 4 PARKING LOT\1) April. revised contract numberswpd.wpd

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AI-21405 **23.A.7.**

Sole Source Declaration - Maintenance and Support Agreement-Motorola

CC REGULAR

Date:	06/08/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Sheriff's Office
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024(a)(7)(A) "Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies" in connection with the "Support and Maintenance Agreement" for Premier MDC Silver with Motorola, Inc.;

b. Requesting approval of a "Sole Source Declaration" for "Motorola,Inc." with authority to enter into a one (1) year "Support and Maintenance Agreement" for a "Premier MDC Silver" in the amount of $28,410.00, effective: July 1, 2010 through June 30, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 6-4-10 $101,915.00.

Attachments

Link: Tx. Local Gov. Code 262.024

Link: Motorola-Premier MDC Documentation

Link: Sole Source Affidavit

Link: MEMO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2010 01:01 PM	APRV
2	Budget & Management	Erika Zamora	06/03/2010 01:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2010 10:15 AM	APRV
4	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Vangie Garcia — Started On: 05/27/2010 03:53 PM

Final Approval Date: 06/04/2010

(o) The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioners court.

(p) During each two-year term of office, a county purchasing agent shall complete not less than 25 hours in courses relating to the duties of the county purchasing agent. The courses must be:

(1) accredited by a nationally recognized college or university; or

(2) recognized by a national purchasing association, such as the National Association of Purchasing Management; or

(3) courses offered by state agencies related to purchasing.

Acts 1987, 70th Leg., ch. 149, ◆ 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, ◆ 87(q), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 561, ◆◆ 1, 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, ◆◆ 5, 6, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, ◆ 13.02(a), (d), eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 874, ◆ 4, eff. June 16, 1991; Acts 1993, 73rd Leg., ch. 367, ◆ 1, eff. Aug. 30, 1993.

Amended by Acts 1999, 76th Leg., ch. 505, ◆ 1, eff. Sept. 1, 1999.

◆ 262.0115. Purchasing Agents in Counties With Population of More Than 100,000

(a) In a county with a population of more than 100,000, the commissioners court may employ a person to act as county purchasing agent. However, this section does not apply to a county that has appointed a purchasing agent under Section 262.011 and that has not abolished the position as authorized by law.

(b) A purchasing agent employed under this section serves at the pleasure of the commissioners court.

(c) The commissioners court may employ other persons necessary to assist the purchasing agent in performing the agent's functions.

(d) Under the supervision of the commissioners court, the purchasing agent shall carry out the functions prescribed by law for a purchasing agent under Section 262.011 and for the county auditor in regard to county purchases and contracts and shall administer the procedures prescribed by law for notice and public bidding for county purchases and contracts.

(e) A county that has established the position of county purchasing agent under this section may abolish the position at any time. On the abolition of the position, the county auditor shall assume the functions previously performed by the purchasing agent.

Added by Acts 1989, 71st Leg., ch. 1, ◆ 11(g), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 63, ◆ 1, eff. May 9, 1995.

Amended by Acts 1999, 76th Leg., ch. 369, ◆ 1, eff. May 29, 1999.

◆ 262.012. County Auditors as Purchasing Agents in Certain Counties

(a) The commissioners court of a county that employs a county auditor jointly with one or more counties under Section 84.008 may require the auditor to act as the purchasing agent for the county, in addition to performing the regular duties of the auditor as required by law.

(b) In a county with a population of 41,680 to 42,100, the county auditor shall act as the purchasing agent for the county in addition to performing the regular duties of the auditor as required by law.

(c) This section applies only to a county in which a county purchasing agent has not been appointed under Section 262.011.

Acts 1987, 70th Leg., ch. 149, ◆ 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 561, ◆ 3, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, ◆ 7, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 204, ◆ 1, eff. Sept. 1, 1991.

SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL

◆ 262.021. Short Title

This subchapter may be cited as the County Purchasing Act.

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

◆ 262.022. Definitions

In this subchapter:

(1) "Bond funds" means money in the county treasury received from the sale of bonds, and proceeds of bonds that have been voted but that have not been issued and delivered.

(2) "Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

(3) "Current funds" means funds in the county treasury that are available in the current tax year, revenue that may be anticipated with reasonable certainty to come into the county treasury during the current tax year, and emergency funds.

(4) "High technology item" means a service, equipment, or good of a highly technical nature, including:

(A) data processing equipment and software and firmware used in conjunction with data processing equipment;

(B) telecommunications, radio, and microwave systems;

(C) electronic distributed control systems, including building energy management systems; and

(D) technical services related to those items.

(5) "Item" means any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items.

(6) "Purchase" means any kind of acquisition, including a lease, of an item.

(7) "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

(8) "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

(9) "Time warrant" means any warrant issued by a county that is not payable out of current funds.

Acts 1987, 70th Leg., ch. 149, ◆ 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, ◆ 59(b), eff. Aug. 28, 1989; Acts 1989, 71st. Leg., ch. 1250, ◆ 8(a), eff. Sept. 1, 1989.

◆ 262.023. Competitive Bidding and Competitive Proposal Requirements

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $25,000, the commissioners court of the county must comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter. All bids or proposals must be sealed.

(b) The competitive bidding and competitive proposal requirements established by Subsection (a) apply only to contracts for which payment will be made from current funds or bond funds or through time warrants. However, contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271). Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the competitive bidding and competitive proposal requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the competitive bidding and competitive proposal requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the competitive bidding requirements of this subchapter is not present.

(d) Repealed by Acts 1993, 73rd Leg., ch. 757, ◆ 38, eff. Sept. 1, 1993.

Acts 1987, 70th Leg., ch. 149, ◆ 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, ◆ 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, ◆ 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, ◆ 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, ◆◆ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, ◆ 1, eff. Sept. 1, 1997.

Amended by Acts 1999, 76th Leg., ch. 505, ◆ 2, eff. Sept. 1, 1999.

◆ 262.024. Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

May 27, 2010

Hidalgo County Sheriff's Office
Attn: Dr. Michael Garza
711 East Cibolo Road
Edinburg, TX 78155

RE: Extension to Maintenance and Support Agreement: 252-3202-000
Product: Premier MDC™

Dear Dr. Michael Garza,

By means of this letter, Motorola, Inc. hereby extends Hidalgo County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period **July 1, 2010** through **June 30, 2011**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Motorola enhanced its services related to Standard and Supplemental Release upgrade implementations. Therefore, the following paragraph is being amended into your existing agreement and replaces Section 3.6.2 and 3.6.3 effective 10/01/09:

3.6.2 Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer. In addition, Seller will provide to Customer, remote and/or onsite Services to implement Standard and Supplemental Releases as part of the Maintenance Services. The decision as to whether a Release will be implemented remotely or onsite will be at the Seller's sole discretion. In such instances when by Seller's determination implementation requires customization above standard implementation or when training is required in connection with a Supplemental or Standard Release, Seller will determine the fees associated with the customization or training and provide a quote for Services at the time of Customer request. Customer must pay for any necessary Equipment or third party Software associated with third party implementation provided by Seller in connection with such Supplemental or Standard Release. Seller will provide onsite resources to implement third party Equipment as a part of the Maintenance Services when the third party Equipment is purchased as a part of the requested Upgrade. Additionally, Seller will provide Services to implement Upgrades for components of CAD (Including but not limited to UDT, OQ, AWW, ATM) systems at no additional charge when these components are either part of a CAD Standard or Supplemental Release Upgrade or the components can be implemented remotely by Seller's standards. Customer must pay for onsite implementation fees associated with CAD component Upgrades that are independent of a Standard or Supplemental CAD Release. Seller will provide a quote for CAD component onsite implementation upon Customer's request. Any Services will be performed in accordance with a mutually agreed schedule. This paragraph expressly excludes Product Release versions, such as Seller's Premier One Product, as stated in section 3.6.3 of this Agreement. Some upgrades will require additional fee based products, services or training as part of an Upgrade.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy to my attention at **Motorola, Inc. at 7237 Church Ranch Blvd, Suite 406, Westminster, CO 80021** on or before June 30, 2010. Failure to return this fully executed letter on or before June 30, 2010 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at **(303)527-4068** or e-mail **RPTD37@motorola.com**

Sincerely,

Tracy Duncan

Tracy Duncan
Contracts Specialist
Motorola, Inc.

Accepted by:

MOTOROLA, INC.	**Hidalgo County Sheriff's Office**
By: _____	By: _____
Name: Leo Heffernan	Name: _____
Title: Director, System Integration and Support	Title: _____
Date: May 27, 2010	Date: _____

Exhibit A

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT **252-3202-000** **TERM:** **7/1/10 – 6/30/11**

CUSTOMER: **Hidalgo County Sheriff's Office**

The following table lists the Products under maintenance coverage:

Product	Description	Site Identification	Qty
Premier MDC™	Message Switch Software (1-100 Level)	TBD	1
Premier MDC™	In Vehicle Paging Server Software Module		1
Premier MDC™	Mobile Client License		99
Premier MDC™	In-House Client License		10
Premier MDC™	In-Vehicle Paging Mobile Client Module		3

Exhibit B

CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT **252-3202-000** **TERM:** **7/1/10 – 6/30/11**

CUSTOMER: **Hidalgo County Sheriff's Office**

Introduction

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola's overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

I. Service Offerings
II. Accessing Customer Support
III. Severity Levels and Case Management
IV. Responsibilities
V. Customer Call Flow
VI. Contacts

I. Service Offerings

Motorola's Customer Support organization includes a staff of Support Analysts whom are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of our customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola's Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active maintenance and support agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in section 3 of the main body of the maintenance and support agreement.

II. Accessing Customer Support

The Motorola System Support Center Operations

Motorola's Public Safety Applications Technical Support personnel in cooperation with Motorola's System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola's toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola's System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

Option 1 - Call Motorola System Support Center

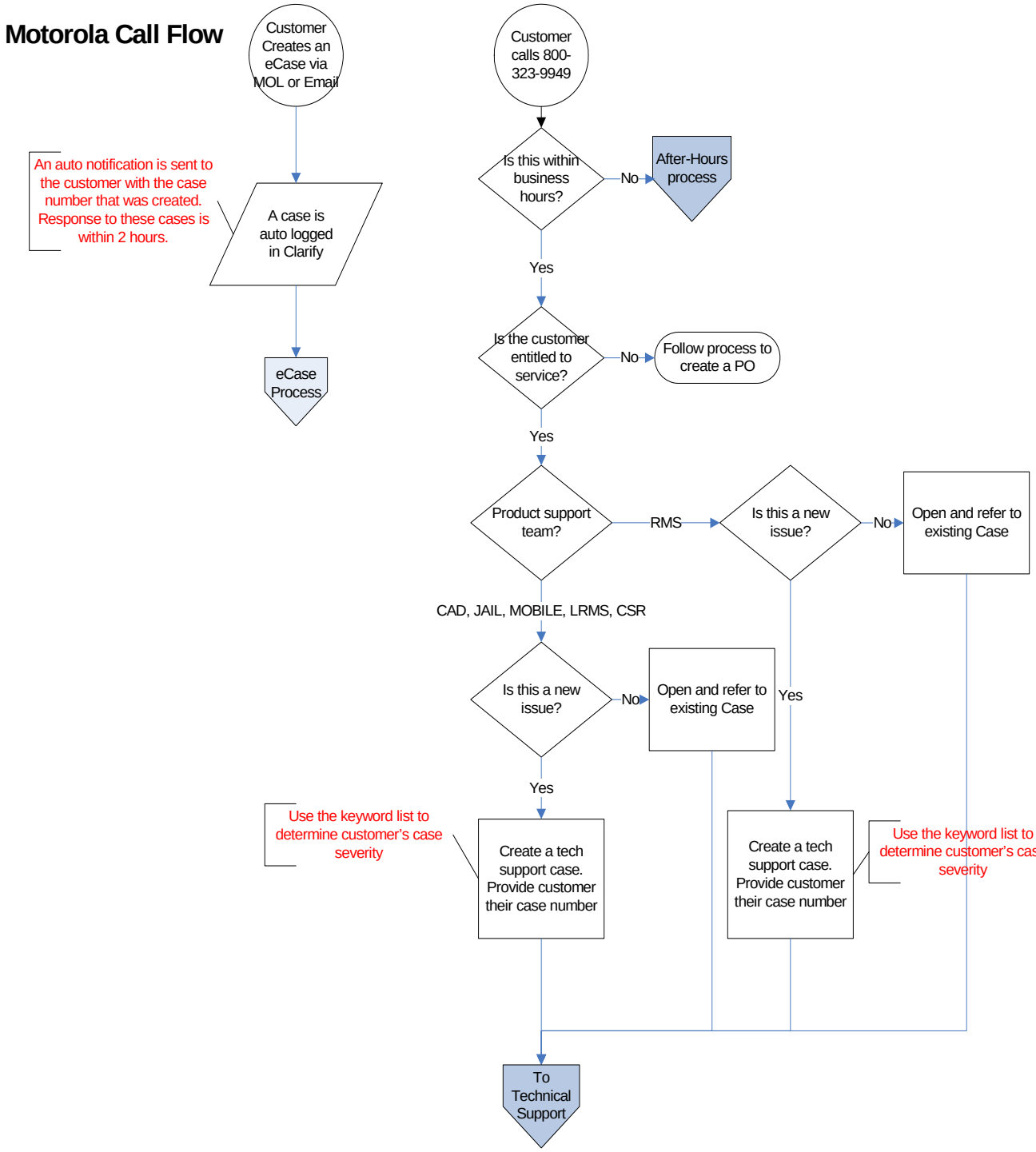
Call Motorola Toll free 800-323-9949

- Select from the auto attendant as follows:
  - **Option 2** – Technical Support of Infrastructure Products
  - Then select **Option 6** – Public Safety Applications
  - Next select the appropriate system type option
    1. CAD
    2. RMS
    3. Mobile Applications
    4. Jail Management Systems
    5. Law Records (LRMS)
    6. Customer Service Request System (CSR)
    0. All Other Applications

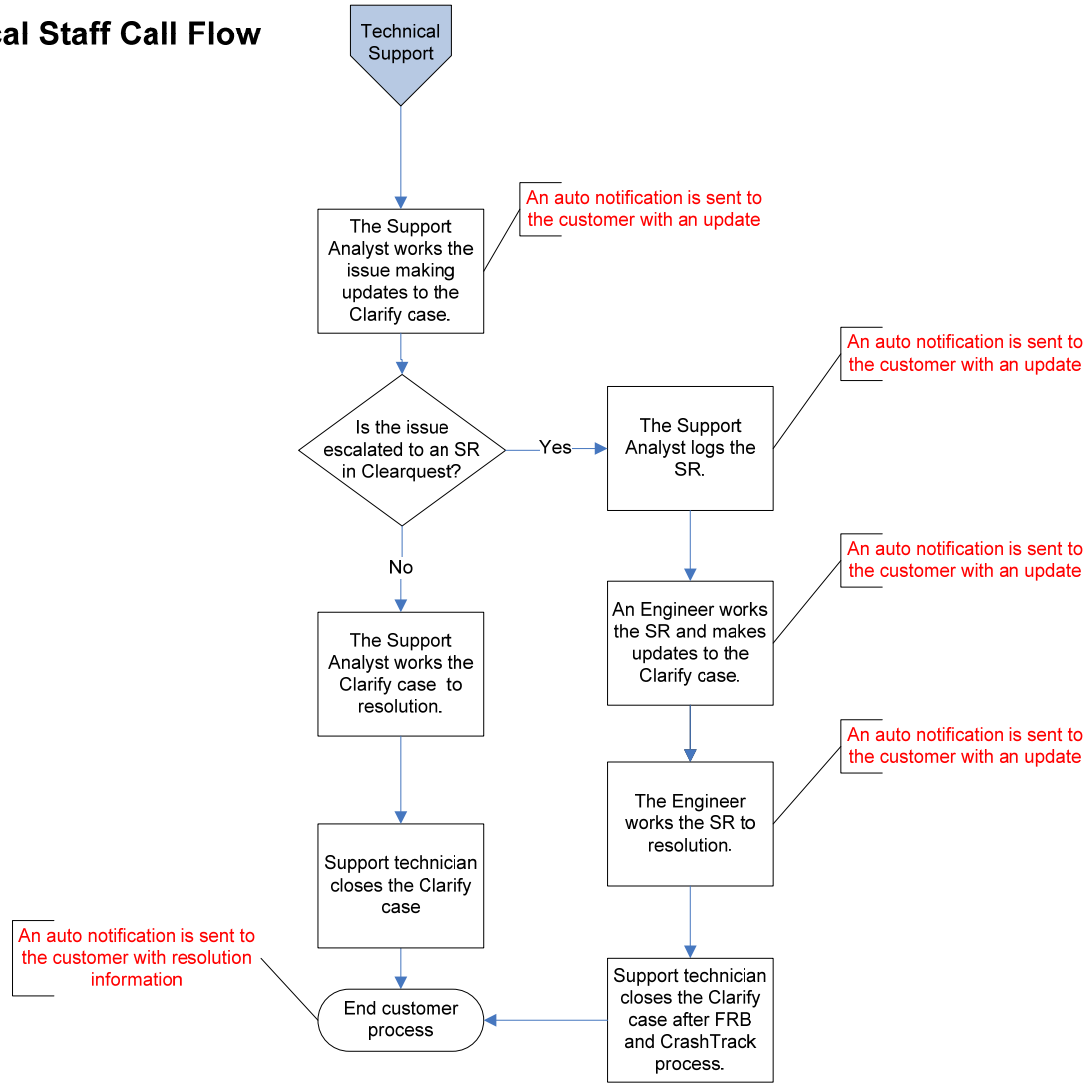
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola technical support team member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola's System

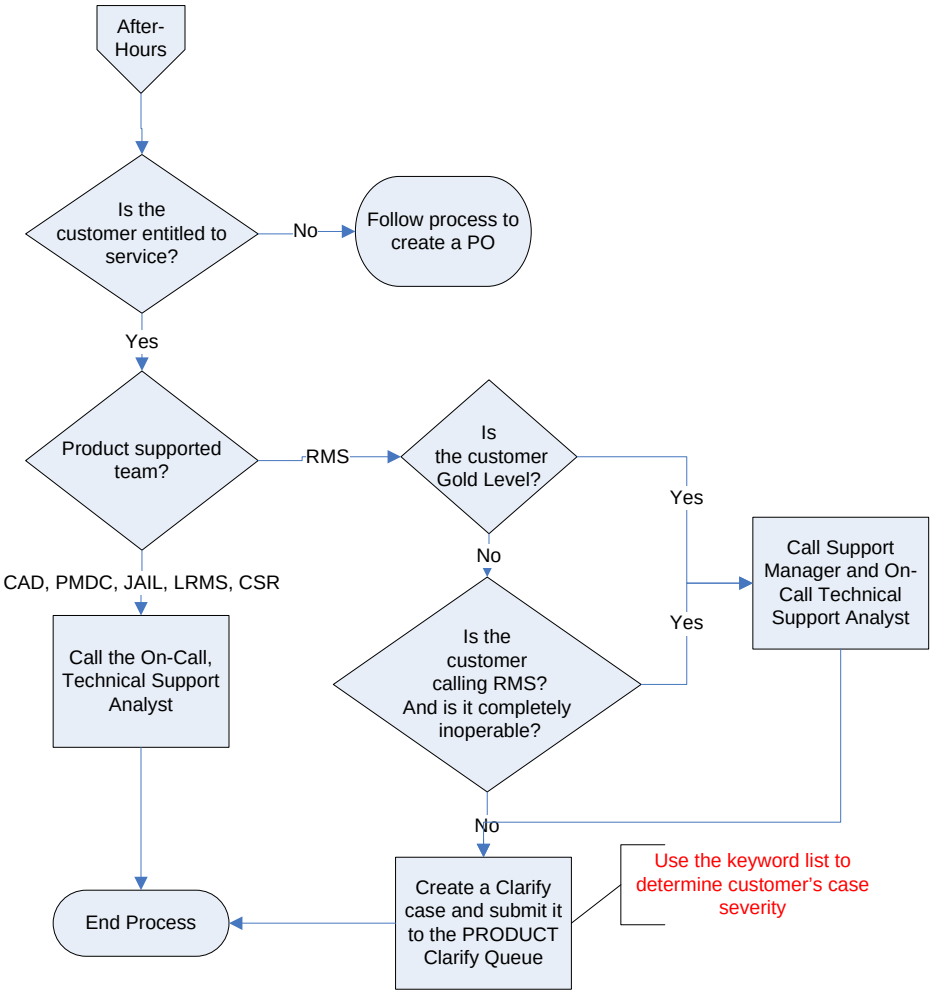
Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.



Technical Staff Call Flow



Call Flow After-Hours



How to Obtain Technical Support for Products

Action / Response
Step 1. Call the System Support Center 1-800-323-9949 **Step 2.** Select option 2 (Technical Support) **Step 3**. Select option 6 (Public Safety Applications) **Step 4**. Select product specific option **Step 5.** Provide Site Identification Number (See Exhibit A-Description of Covered Products for Site Identification Numbers)

Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address

Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days

Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.

Option 2 - Submit a ticket via eCase Management from Motorola On-Line

Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola On-Line Account

To set up an Motorola On-Line account, please visit https://businessonline.motorola.com and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management.** Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorola.com with your user ID and password, click on the **Contact Us** → **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

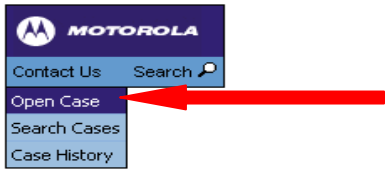
Primary Features of On-Line Technical Case Management

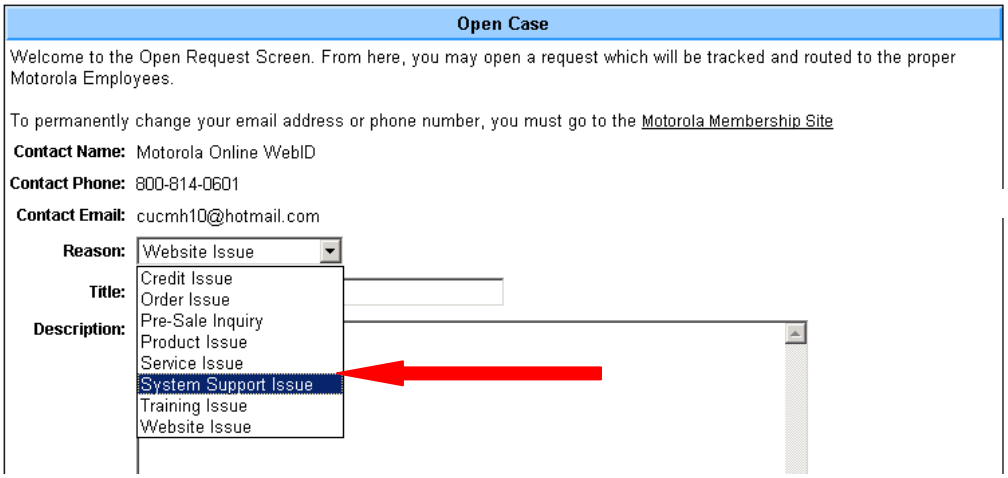
Motorola customers have three main functions available through Motorola On-Line to manage their cases:

A. Open new cases
B. Search for existing cases and view details of the existing case
C. Update existing cases by adding notes

A. Open a New Case

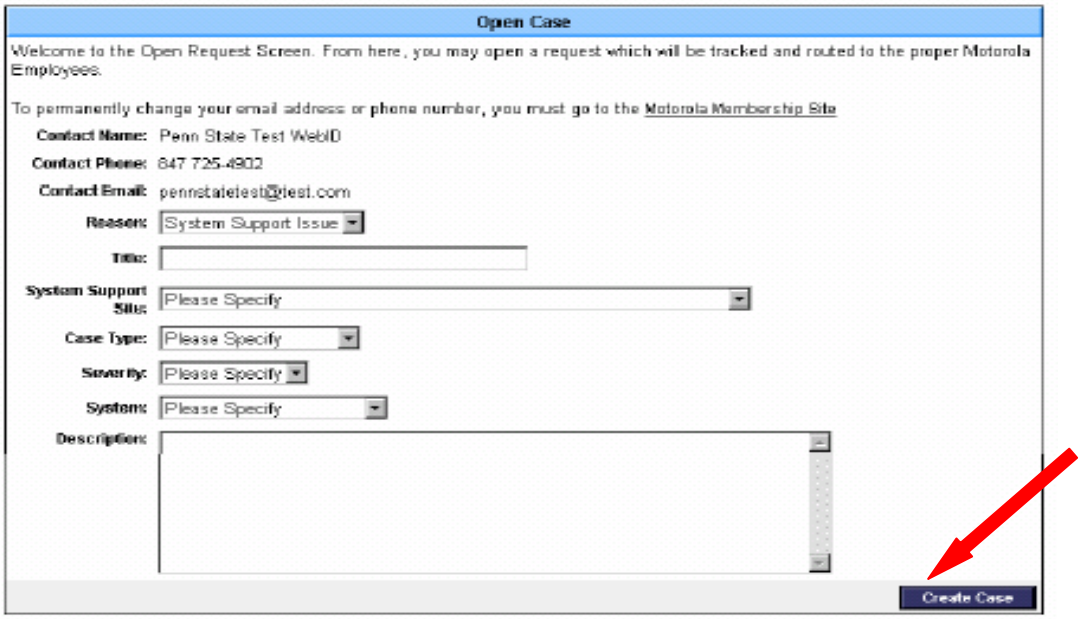
1. Log into Motorola On-Line
2. Click on the "Contact Us" → Open Case
3. Then select the Reason Code = **System Support Issue** (and the page will automatically reload)





4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications** System
6. Fill in a detailed description of your issue
7. Click “Create Case”

Screen Shot from Steps 4-6

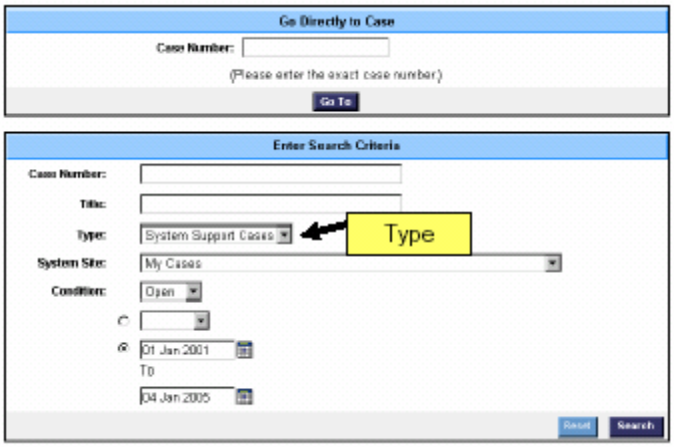


Email Confirmation

1. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long)
2. The confirmation screen includes “expand all” and “collapse all” buttons for case notes

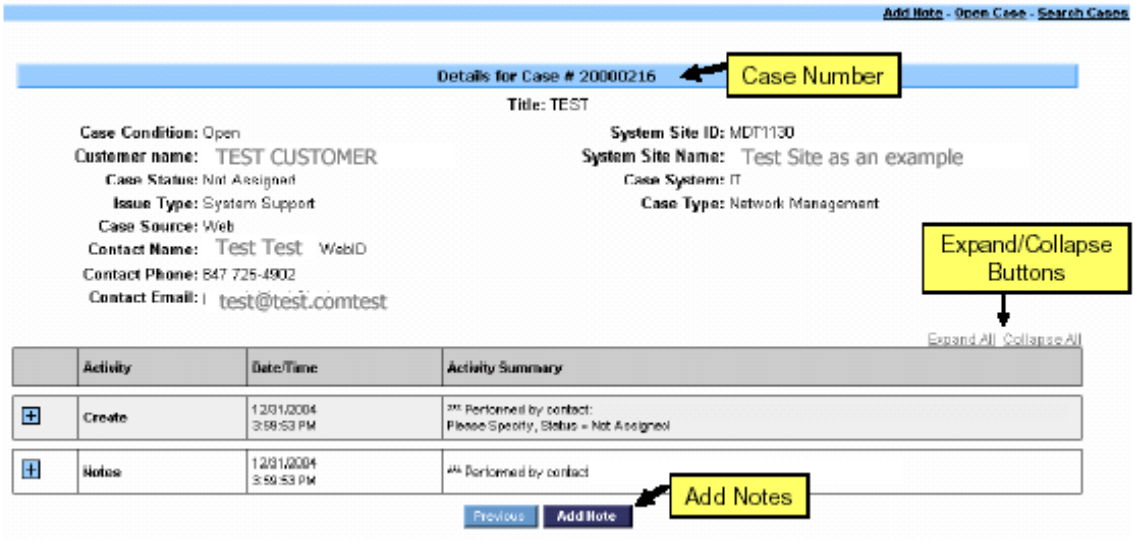
B. Search for a Case

1. Log into Motorola On-Line
2. Click on the “Contact Us” → Search Case
3. Select the “System Support Issue” type (the webpage will automatically reload)



C. Add Notes to an Existing Case

1. You can also add notes after submitting your case, by clicking on the “Add Notes” button



Motorola On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.

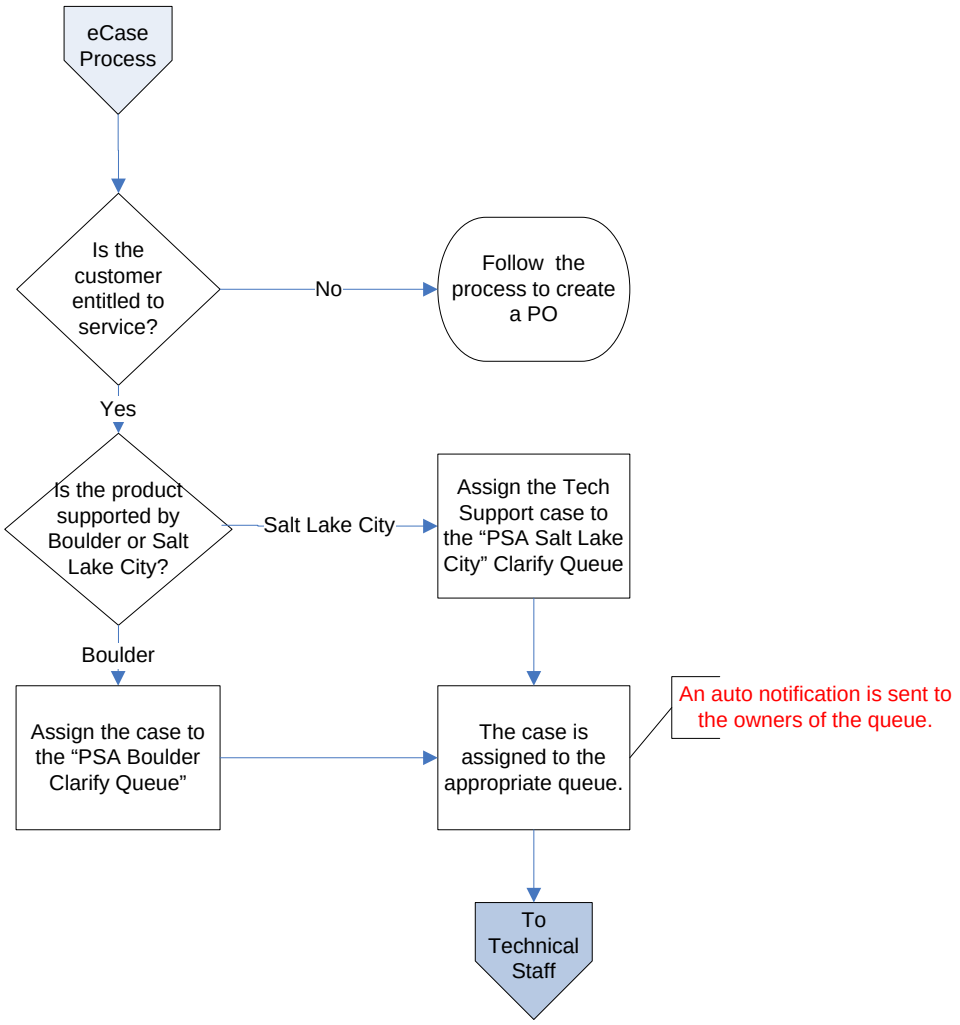
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.

3. When updating case notes, please provide your contact information, which includes your phone number, pager number, etc.

For questions on Motorola On-Line eCase Management or administrative support, please contact the Motorola Online Helpdesk at molhelp1@motorola.com or call 800-814-0601.

Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow



Option 3 - Submit a ticket via Email Case Management

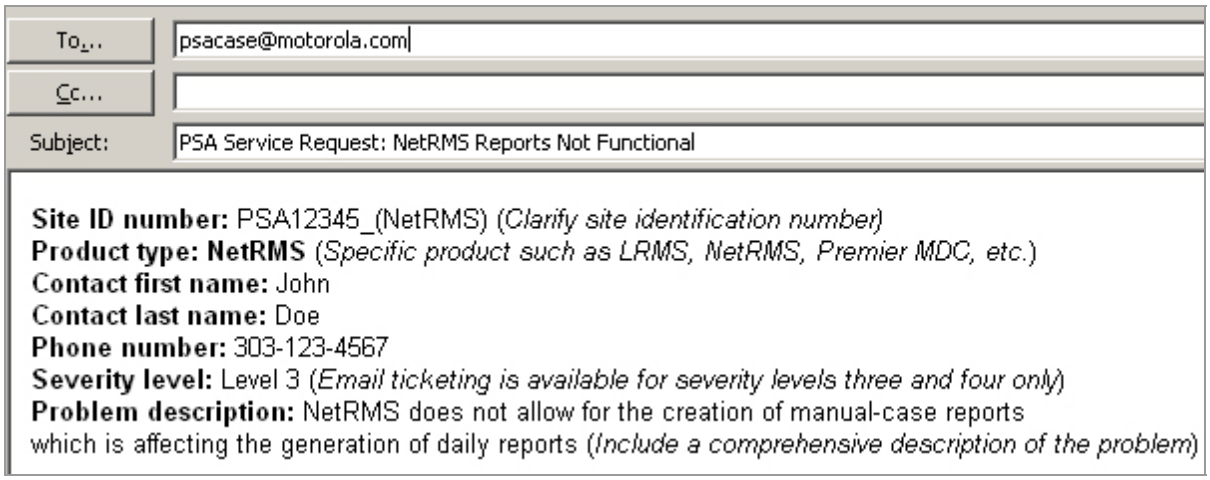
An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below: Instructions are also located under "Resources" at: https://motonline.mot.com

1. Address your email to PSACASE@motorola.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
    - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
    - CSR (CUSTOMER SERVICE REQUEST)
    - INFOTRAK, LRMS
    - JAIL MANAGEMENT (OFFENDERTRAK)
    - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
    - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA customer support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:



III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola's Support team. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	**Total System Failure** - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	**Telephone conference within 1 Hour of initial voice notification**
2	**Critical Failure** - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	**Telephone conference within 3 Business Hours of initial voice notification during normal business hours**
3	**Non-Critical Failure** - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	**Telephone conference within 6 Business Hours of initial notification during normal business hours**
4	**Inconvenience** - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	**Telephone conference within 2 Standard Business Days of initial notification**

*Incoming cases are automatically assigned an initial **Severity Level** of **3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	**ACTION**	**RESPONSIBILITY**
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Customer Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Customer Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team.	Customer Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All ***Severity Level 1*** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

3.1 **Reporting a Problem**. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola's call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.

3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in

conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

Error Correction Status Report. Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

4.1.1 **Anti-virus software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.

4.1.2 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

4.1.3 **Account Reviews.** Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

4.1.4 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.

4.1.5 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola's Software Supplemental or Standard Releases

4.1.6 **On-Site Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola's facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4.1.7 **Decision Support System ("DSS") Products**. (A*pplies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Motorola's then current rates for professional services.

4.1.8 **Compliance to Local, County, State and/or Federal Mandated Changes.** *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services.

4.1.9 Annual System Performance Review and Report. Motorola will prepare the following reports to include:

4.1.9.1 *(Applies to PremierCAD Software only)*

(a)	System Analysis	MEASURE:	Evaluate disk and CPU load
		PEEK:	Evaluate memory availability and use
		VIEWSYS:	Evaluate use and availability of PCBs
		EMSA/TMDS:	Review logs for hardware reports
		File Sizing	Review file sizing on changeable files
(b)	Pathway Analysis	Evaluate effectiveness of system configuration for current load Evaluate TCP/Server statistics Evaluate efficiency of server class maximum and minimum settings	
(c)	Performance Analysis	TMX Timings:	Evaluate application response times

4.1.9.2 *(Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)*

- Update Equipment drivers
- Upload Equipment patches, hot fixes and firmware
- Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

4.1.9.3 Based on the Annual System Performance Review and Reports, Motorola's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Motorola CAD Software.)

4.1.10 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

4.1.11 **Seller Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

4.1.12 At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Motorola's then current rates for professional services.

4.1.13 CAD HP NonStop S-Series Services

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours for customers within 50 miles of an HP Service Center. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

4.1.13.1 Under all CAD HP NonStop Series hardware service plans, coverage will include:

- Perform corrective service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Motorola's call intake center or the HP Nonstop Global Management Call Support Center (GMCSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP area Lead with rotational Customer Engineers based on geographical regions that will be responsible for providing service.
- Provide unlimited level 0 support provided by Motorola's System Support Center
- Provide unlimited level 1, 2, and 3 technical telephone support provided by Motorola's Technical Support Team
- Escalation to Engineering for 4th level support as appropriate
- Telephone and Remote dial-in support
- Software patches, bug fixes and Supplemental (maintenance) releases as described in the maintenance and support agreement terms
- Repair or exchange of hardware component failures during the warranty term (as applicable)
- Respond to customer's support requests timely. Response criteria are based on severity level as described in Section III of this document.

4.1.14 **Support on Hardware**

Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola's maintenance and support agreement.

Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through Motorola's maintenance and support agreement.

4.1.15 **Support on Motorola Software**

Motorola will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.

4.1.16 **Maintenance Contract Administration**

Motorola's Maintenance Contracts Administration Department manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, the Contracts Administration team will contact the customer to discuss the options available for their specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, dial in support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.1.17 **Reports**

Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

4.2 Customer Responsibilities

4.2.1 Initial logging of issue

4.2.2 Assist in assessing severity level

4.2.3 Contact Motorola to escalate service requests

4.2.4 Parts replacement (if applicable)

4.2.5 Dial in connectivity and telephone access to Motorola personnel

4.2.6 **Anti-virus software.** Customer is responsible for running any installed anti-virus software.

4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Motorola to verify that a given OS upgrade is appropriate.

4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 17). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola's Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team expedite the troubleshooting process. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		**Motorola Case Number:**	
Contact Name:		**E-mail Address:**	
Contact Phone:		**Contact Fax:**	
Severity Level:		**CAD Correction#:**	
Subject:			
Product/Version:			

Problem Description:

Please ensure that the description provided is as detailed as possible. By including accurate details, Motorola's opportunity to resolve the issue promptly and successfully increases. Please be sensitive to the use of verbage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola's probability of locating a root cause and achieving a timely resolution.

Steps to Duplicate:

Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	
Step Two:	
Step Three:	
Step Four:	
Step Five:	
Step Six:	
Step Seven:	
Additional Steps:	
Expected Results:	
Actual Results:	
Configuration Checked:	

V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola System Support Center	**(800) 393-9949**
Steven Gissen Director, Customer Support Stephen.Gissen@motorola.com	(303) 527-4170
Jackie Thomas Technical Support Manager jackie.thomas@motorola.com	(303) 527-4182
Chris White Implementation Manager Christopher.White@motorola.com	(801) 230-7032
Phillip Askey Technical Support Manager P.Askey@motorola.com	(720) 565-4764
Shelley Rhoads Customer Support Business Manager srhoads@motorola.com	(951) 245-7416

Customer Contacts (to be provided by Customer)

Customer Agency Name: Address: City, State and Zip:
Billing Contact Name: Phone No: Fax No: Email:
Backup System Administrator Name: Phone No: Fax No: Pager & Pin No: Email:
Service Escalations Contact Name: Title: Work Phone No: Home Phone No: Mobile Phone No: Pager & Pin No: Email:

Exhibit C

SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # 252-3202-000 **Term Length** 12 Months

Term Start Date July 1, 2010 **Term End Date** June 30, 2011

CUSTOMER AGENCY	**Hidalgo County Sheriff's Office**	**BILLING AGENCY**	**Hidalgo County Sheriff's Office**
Address	711 East Cibolo Road	Address	711 East Cibolo Road
City, State, Zip	Edinburg, TX 78155	City, State, Zip	Edinburg, TX 78155
Contact Name	**Dr. Michael Garza, IT Manager**	**Contact Name**	**Rosie Luna, Accounts Payable**
Telephone Number	956-393-6031	Telephone Number	956-393-6024
Fax Number		Fax Number	
Email Address	michael.garza@hidalgoso.org	Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding product prompts as follows:

1 CAD PRODUCTS	2 RMS	3 MOBILE APPLICATIONS	4 JAIL MANAGEMENT
☐ PremierOne CAD™	☐ FRMS	☐ PremierOne Mobile™	☐ Offendertrak™
☐ PremierCAD™	☐ Net RMS	☒ Premier MDC™	☐ Imagetrak™
☐ Motorola® Computer Aided Dispatch	☐ Cruiser	☐ AirMobile™	☐ Case Management System
☐ CAD HP NonStop™Series hardware	☐ ActivePaper	☐ TxMessenger™	

5 LRMS	0 OTHER	
☐ Infotrak™ (LRMS)	☐ Integration Framework	☐ Custom Software
	☐ UCRR	☐ Enhancements to Products
	☐ Customer Service Request System	☐ Other

MOTOROLA SERVICES		TERM FEES
☐	**STANDARD SUPPORT SERVICES**	**$ 28,410.00**
1	Customer Support Plan	$ Included
2	Case Management 24X7	$ Included
3	Technical Support Monday through Friday 8:00 a.m. to 5:00 p.m. Customer local time	$ Included
4	Third-party Vendor Coordination	$ Included
5	On-site Support (when applicable)	$ Included
6	System Audit	$ Included
7	SW Releases:Standard & Supplemental	$ Included
8	Quarterly Newsletter	$ Included
☐	**SUPPLEMENTAL SERVICE OPTIONS** *Service Descriptions Available Upon Request*	
1	24x7 Technical Support Svcs	$
2	Time and Materials	$
3	Professional Services Training	$
4	Professional Services Upgrades	$
5	Preventive Maintenance	$
6	Users Conference Advance Purchase	$
7	On-site Support (Dedicated Resource)	$
8	GeoFile Services	$
9	Monitoring Services	$
	MOTOROLA SERVICES TOTAL FEES	**$ 28,410.00**

USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS

☐ Users Conference Attendance ($2,650 per Attendee) Year Number Attendees

- Registration fee
- Roundtrip travel for event (booked by Motorola)
- Hotel accommodations (booked by Motorola)
- Rental car (booked by Motorola)
- Daily meal allowance (determined by Motorola guidelines)

TERM GRAND TOTAL* $ 28,410.00

**Excludes taxes if applicable*

Prepared by: Tracy Duncan - rptd37@motorola.com - 303-527- 4068

Exhibit D

LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT **252-3202-000** **TERM:** **7/1/10 – 6/30/11**

CUSTOMER: **Hidalgo County Sheriff's Office**

The following are Motorola's current billable rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the PPM.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$279 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$558 per hour, 2 hours minimum

Note: Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and/or materials will be quoted at the time of customer request for services.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Tracy Duncan a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Tracy Duncan. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Motorola Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Premier MDC
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Tracy Duncan Margaret Ricker MR.

SWORN AND SUBSCRIBED TO under oath before me on 27th day of May, 2010.

Margaret Ricker
NOTARY PUBLIC

MARGARET J RICKER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/9/2012

Margaret J. Ricker
PRINTED NAME

12/9/2012
MY COMMISSION EXPIRES

COMPANY NAME: Motorola Inc
ADDRESS, CITY, STATE & ZIP CODE: 7237 Church Ranch Blvd Ste 406 Westminster Co 80021
PHONE: 303-527-4068 NUMBER:
CONTACT NAME AND TITLE: Tracy Duncan / Contract Specialist
WEB ADDRESS: EMAIL: Tracy.Duncan@Motorola.com
FEDERAL TAX ID NUMBER: 36-111580 TEXAS SALES TAX NUMBER:

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: June 8, 2010

RE: "Sole Source Declaration" – Premier MDC Silver With Motorola For Support and Maintenance Agreement

---

Hidalgo County Sheriff's Office requires the purchase of GPS Vehicle Tracking System and also requiring a turnkey solution providing not only equipment, but also accessories and installation.

Hidalgo County has entered into an agreement with Sprint/Nextel for GPS Vehicle Tracking Services. Nextel handsets are mounted on the vehicles, thus, making Bluewater Wireless the sole source due to patent rights on the lock boxes.

Therefore, Hidalgo County IT Department requires the purchase of these proprietary components (equipment/accessories) of the GPS Vehicle Tracking System.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-21494 **23.A.8.**

Invoice for County-Wide Shop Overhead Door Replacement

CC REGULAR

Date: 06/08/2010
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of Request for Payment for Invoice No. 1001 in the amount of $20,382.45 submitted by Herrera & Hunt, Inc., (awarded JOC vendor through Hidalgo County's membership/participation with Harris County Department of Education's Job Order Contracting Program) for Hidalgo County "Replacement of existing Overhead Doors & related materials to County Wide Shop" through Purchase Order No. 632060- Project No. 2009-091-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-40-220-027-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds in PO #632060 is $20,382.45

Attachments

Link: H&H Inv 1001 -Overhead Doors at Co Wide Shop

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2010 05:00 PM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 08:08 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2010 10:49 AM	APRV
4	Olga Garza	Olga Garza	06/04/2010 04:07 PM	APRV
5	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Oscar Garza Started On: 06/02/2010 04:33 PM

Final Approval Date: 06/04/2010

Herrera & Hunt Inc.
1837 Cisco Drive
Los Fresnos Texas 78566
Phone 956-459-1696 Fax 956-233-5836

INVOICE

1001
DATE: MARCH 28, 2010

To
County of Hidalgo
Facilities Management Department
3100 S. Business Hwy 281
Edinburg Texas 78539

PCT#2
Overhead Door Replacement

P.O. # 632060
Dated 11-18 -2009

DESCRIPTION	AMOUNT
Replacement of Overhead Door and related items for PCT#2 All work is complete at this time	$20,382.45
TOTAL	$20,382.45

GOOD SERVICES RECEIVED BY:
Pct #2 ON _____
INVOICE RECEIVED BY:
[signature] ON 4/30/10

Thank you for your Business!

0-1336-4540-220-02-0-431
20,382.45
PO# 632060

Make all checks payable to: Herrera & Hunt Inc.
If you have any questions concerning this invoice, contact Keith Hunt @ 956-459-1696

Purchase Order

COUNTY OF HIDALGO

PO#: 632060

DATE: 11/18/09

Needed 10-07-09

VENDOR: 347868 REQ:00163814
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
1837 CISCO DRIVE
LOS FRESNOS TX 78566
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No:

Special Instructions:
REQ 1208

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER HARRIS COUNTY DEPARTMENT OF EDUCATION (HCDE) JOC CONTRACT # 07/007JC		
1		REPLACEMENT OF EXISITNG OVERHEAD DOORS & RELATED MATERIALS FOR PCT #2	.00	.00
1	EACH	FIELD PERSONNEL,GENERAL PURPOSE LABORER,AVERAGE (1WEEK)	1,250.00	1,250.00
1	EACH	FIELD PERSONNEL, SUPERINTENDENT,AVERAGE (1WEEK)	1,775.00	1,775.00
1	EACH	PATCHING CONCRETE, FLOORS, SMALL AREA,EPOXY GROUT 1/4 THICK	317.12	317.12
1	EACH	CRACK REPAIR, LATEX INJECTION 1/4 WIDE, 12' DEEP, INCLUDES CHIPPING, SAND BLASTING AND CLEANING	386.72	386.72
1	EACH	ANGEL FRAMING, STRUCTURAL STEEL 1-1/4X1-1/4X3/16', FIELD FABRICATED,INC CUTTING &WELDING	382.40	382.40
1	EACH	CAHNNEL FRAMING,STRUCTURAL STEEL, FIELD FABRICATED C2X1.78. INCLUDES CUTTING & WELDING	488.80	488.80
1	EACH	SELECTIVE DEMOLITION, THERMAL & MOISTURE PROTECTION, GUTTERS, BUILT IN	101.20	101.20
1	EACH	ALUMINUM DOWNSPOUTS, ENAMELED 3X4'.024 THICK	105.00	105.00
1	EACH	DOOR DEMOLITION, SPECIAL DOORS OVERHEAD, COMMERCIAL 20X16 HIGH, REMOVE,INCLUDES FRAME	426.00	426.00
1	EACH	DOOR DEMOLITION, MINIMUM LABOR/EQUIPMENT CHARGE	160.00	160.00
1	EACH	DOORS,ROLLING SERVICE, STEEL, MANUAL FOR 18 GAUGE DOORS, ADD	812.80	812.80
1	EACH	DOORS, ROLLING SERVICE, STEEL, MANUAL FOR ENAMEL FINISH, ADD	972.80	972.80
1	EACH	DOOR ROLLING SERVICE, STEEL, MANUAL FOR WEATHERSTRIPPING, EXTRUDED RUBBER JAMBS,ADD	1,433.60	1,433.60
1	EACH	DOORS, ROLLING SERVICE, STEEL, MANUAL FOR	288.00	288.00

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 632060

DATE: 11/18/09

Needed 10-07-09

VENDOR: 347868 REQ:00163814
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
1837 CISCO DRIVE
LOS FRESNOS TX 78566
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No:

Special Instructions:
REQ 1208

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		WEATHERSTRIPPING, HOOD, EXTRUDED RUBBER, ADD		
1	EACH	DOORS, OVERHEAD, COMMERCIAL, STOCK, SECTIONAL, HEAVY DUTY,WOOD,CHAIN HOIST 1-3/4 THICK X 20 X16 HIGH, EXCL.FRAMES	13,870.00	13,870.00
1	EACH	PAINTS AND PROTECTIVE COATINGS, INORGANIC ZINC, RICH PRIMER,SELF CURE, SPRAYED	588.80	588.80
1	EACH	HIGH PRESSURE SODIUM FIXTURE, EXPLOSIONPROOF, 150W. ELECTRICAL DEMOLITION, REMOVE	46.50	46.50
1	EACH	HIGH INTENSITY DISCHARGE LAMP, UP TO 1000W. ELECTRICAL DEMOLITION,REMOVE	8.35	8.35
1	EACH	FIXTURE WHIPS 3/8' GREENFIELD, 2' CONNECTORS, TFFN WIRE, THREE #18	20.10	20.10
1	EACH	EQIUPMENT MARKUP 10%	12.55	12.55
1	EACH	LABOR MARK UP %57	4,025.68	4,025.68
1	EACH	MATERIAL MARK UP 10%	1,624.59	1,624.59
1	EACH	CITY COSTS INDEX APPLIED AGAINST RS MEANS (COST ADJUSTED BY CCI @0.732 (DISCOUNT: 7,797.73)	.00	-7,797.73
1	EACH	COMPETITIVE BID COEFFICIENT (COST ADJUSTED BY BID COEFFICIENT @0.870) (DISCOUNT: 2,768.78)	.00	-2,768.78
1	EACH	DELIVERY ORDER SIZE FACTOR $3 TO $50,000 (@1.10)	1,852.95	1,852.95
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		20,382.45
		********** For Hidalgo County use only		
		9-1336-419-40-220-027-0-431 20,382.45		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 632060

DATE: 11/18/09

Needed 10-07-09

VENDOR: 347868 REQ:00163814
FAX (956)233-5836 Email:
Phone:(956)459-1696
HERRERA & HUNT, INC
1837 CISCO DRIVE
LOS FRESNOS TX 78566
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No:

Special Instructions:
REQ 1208

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Approved ----------		

Authorized by: Martha L. Salazar

AI-21458 **23.B.1.**

Mile 6 W between SH107 & Mile 17 N & Mile 17 N between FM 1015 & Mile 5 W Project

CC REGULAR

Date:	06/08/2010
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/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 engineering services required for Precinct #1's Mile 6 W between SH107 & Mile 17 N and Mile 17 N between FM 1015 & Mile 5 W 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 #1's projects detailed herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be determined once WA's are submitted by project engineer after contract(s) get(s) executed.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/04/2010 10:06 AM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 10:31 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/04/2010 02:38 PM	APRV

4	Auditor's Office	Linda Fong	06/04/2010 05:14 PM	APRV
Form Started By: Nielda Cavazos			Started On: 06/02/2010 12:57 PM	
Final Approval Date: 06/04/2010				

HIDALGO COUNTY PRECINCT NO 1

General Engineering Services

For Mile 6 W between 107 & Mile 17 North and Mile 17 North between FM 1015 & Mile 5 West

Scoring & Evaluation GRID

Engineering Services

Total Scores	JE Seanz & Associates	R.E. Garcia & Associates	Javier Hinojosa Engineering
Scores	100	95	95
	98	95	95
RANKING	99	95	95

*SCORING & EVALUATION COMPLETED BY PCT NO 1

There is a tie for second

AI-21460 **23.B.2.**

Approval of a Professional Engineering Services Agreement w/J E Saenz & Associates, Inc.

CC REGULAR

Date:	06/08/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting approval of a professional services agreement with J.E. Saenz & Associates, Inc. for the provision engineering services for"Hidalgo County Precinct No.1's Office Complex Unpaved Parking Lot Project"and;

b. Requesting approval of Work Authorization #1-$26,313.43 from J.E. Saenz & Associates, Inc. for Professional Engineering Services: "Hidalgo County Precinct No.1's Office Complex Unpaved Parking Lot Project, through Contract #C-10-085-06-08.

BACKGROUND

Refer to AI #21509 CC 6-8-10 for funding of WA #1 for JE Saenz & Assoc.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-121-021-0-739

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

BUDGETARY IMPACT:

Funding for WA #1 is pending approval of AI #21509, CC 6-8-10 under consent agenda.

Attachments

Link: Memo From Pct. 1

Link: Estimate Cost Letter

Link: Contract Documentation

Link: WA #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2010 01:13 PM	APRV
2	Budget & Management	Erika Zamora	06/03/2010 01:51 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/04/2010 02:53 PM	APRV
4	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Vangie Garcia Started On: 06/02/2010 01:09 PM

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

MAY 27 2010

To: Marty Salazar, Purchasing Agent

From: AC Cuellar, Jr. Pct. 1 Commissioner

Date: May 26, 2010

Re: Professional Services Agreements

Please proceed with the professional services agreements for the two projects listed below. These two projects were previously placed on hold.

Project #1 – Pct. 1 Parking Lot – J.E. Saenz & Associates
Project #2 – Pct. 1 Constable New Office – Ed Alcoser & Associates

As per Valde Guerra, funding for these projects will be available.

cc: Letty Saenz
Vangie Ibarra

County Parking Precinct #1
Lot Improvements

June 2010

Eng 10.008

J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984

J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No. 1273

June 1, 2010

Commissioner A.C. Cuellar Jr.
County of Hidalgo, Precinct #1
1902 Joe Stephens Ave.
Weslaco, Tx 78596

Re: Engineering Proposal
Hidalgo County Precinct #1 Parking Lot Improvements

Commissioner Cuellar,

It is our pleasure to submit to Hidalgo County Precinct #1 this proposal for Professional Engineering services in relation to the Precinct #1 Parking Lot improvement project. We have attached our proposed scope of services and a Statement of Probable Cost. Our basic fee for engineering services is $26,313.43. We are prepared to move forward and expedite design of the proposed improvements as soon as Hidalgo County Precinct #1 authorizes us to begin.

This is our best and final offer. We are available to answer any questions that you may have regarding either the estimate of probable cost, or the proposed scope of services. Please call us at (956) 383 - 2984 if we can be of any service to you regarding this matter.

Respectfully Submitted,

Jose E. "Eddie" Saenz, P.E.
President

JES/fq
Cc: File Eng 10.008

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-085-06-08

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **J. E. Saenz & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for "Unpaved Parking Lot" for **Hidalgo County Precinct Number 1** hereinafter referred to as the **(Project)**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, Owner has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the

development of the **Project** with the following:

2.1 **Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 **Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 **Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**" in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement exchange for such services.

2.4 **Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 **Termination Date.** Agreement shall terminate at the close of business upon completion of this project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 **Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 **Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer.** The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner**

pursuant to the provisions of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer=s** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner=s** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give

consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. **Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic

review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"**-***Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services.* Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - *Contract Rates*, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of the project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 **Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before

noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 **Final Payment.** After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (a**Final Payment**@) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 **Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. **Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in EXHIBIT "E"- ***Work***

Authorization Form, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in EXHIBIT "B", attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in EXHIBIT "D", attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall

serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. **Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. **Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that

such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 **Preliminary Work.** The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 **Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner,** which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 **Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 **Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. **Ownership and Release of Documents.**

11.1 **Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise

drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer=s** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 **Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. **Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. **Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to

such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. **Sub-Contracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. **Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The

Engineer hereby grants to the Owner a non-exclusive, royalty-free license under patents now or hereafter owned by the Engineer covering any machines, apparatus, processes, articles, or products included in the Engineer's work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 **Confidential Information**. The Engineer shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the Owner, or any other confidential information given to the Engineer by any of the Owner's commissioners, elected officials, employees, or representatives or acquired by the Engineer during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the Engineer's possession prior to such disclosure to the Engineer by the Owner or which is or shall lawfully be published or become part of general knowledge from sources other than the Engineer or which otherwise shall lawfully become available to the Engineer from a source other than the Owner, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the Engineer in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the Owner if necessary to perform the work hereunder. The Engineer shall, however, inform each of its employees who receive such information of these restrictions and the Engineer shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the Owner, effectuating the purposes of this Article.

16.2 **Inventions**. The Engineer shall communicate to the Owner at once, and require

the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer=s** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be

made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 **Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable

governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be

suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any PS&E developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such PS&E.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work

required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 **Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner,** the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively ALiabilities@) of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer,** its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or

omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. **Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. **Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars ($250,000) each person for bodily

injury, five hundred thousand dollars ($500,000) each occurrence for bodily injury, and one hundred thousand dollars ($100,000) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker=s compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid

or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. **Gratuities**. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. **Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. **Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. **Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	ENGINEER:
Hidalgo County	J. E. Saenz & Associates, Inc.
100 E. Cano, 2nd, Floor	211 East Wisconsin Road
Edinburg, Texas 78539	Edinburg, Texas 78539

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete

authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2010.

ENGINEER:
J. E. SAENZ & ASSOCIATES, INC.

BY:_____
Jose E. "Eddie" Saenz, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on June 8, 2010.

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

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer=s Rates
EXHIBIT D-1	-Fee Breakdown
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications(RFQ)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional E ngineering Services"
RFQ NO: 2010-011-01-13-MSS

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of __8__ pages.
   (Page 8 must be submitted with response)
3. Exhibit "A", Requireme nts, consisting of __11__ pages.
4. Exhibit "B", Evaluation Criteria, consisting of __3__ pages.
   (Must be submitted with response)
5. Exhibit "C", Insurance Requirements, consisting of __4__ pages.
   (Must be submitted with response)
6. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of __1__ page.
   (Must be submitted with response)
7. Exhibit "E", Proposer's Affidavit, consisting of __1__ page.
   (Must be submitted with response)
8. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of __2__ pages.
   (Must be submitted with response)
9. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of __4__ pages.
   (Must be submitted with response)
10. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of __1__ page.
    (Must be submitted with response)
11. Attachment "A" Documentation Requi red on Building & Road & Bridge Construction Project, consisting of __1__ pages.
12. Attachment "B" Professional Services Procurement Form, consisting of __1__ p age.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent — 12/21/09 Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2010-011-01-13-MSS	BUYER II: MOISES SALAZAR	TEL: 956-292-7000-EXT. 4863

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY

(Including all Funding Sources, Programs and Entities)

JANUARY 13, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2010-011-01-13-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services -Hidalgo County", (Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2010-011-01-13-MSS-PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 13, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2010-011-01-13-MSS—PROFESSIONAL ENGINEERING SERVICES -HIDALGO COUNTY.

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Monday, January 4, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Professional Engineering Services -Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 13, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 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.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Professional Engineering Services -Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2010-011-01-13-MSS

JANUARY 13, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting February 09, 2010 and ending on February 09, 2011. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES-Hidalgo County** (including all funding sources, Programs, and Entities)**-Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 13, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2010-011-01-13-MSS

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 RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	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 Monday, January 4, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, January 6, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products

or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period starting February 9, 2010 and ending on February 9, 2011, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.
What does your firm specialize in?
Minimum experience:
Years?
Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal

2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services

* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs 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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 13, 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.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

2010-011-01-13-MSS

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2010-011-01-13-MSS

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. **STAFFING OF PROJECT TEAM** (20)		
a) Information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract.	10	_____
b) Professional team members experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ).	5	_____
c) Similar experience gained through other clients substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.	5	_____

Comments/Rationale For Points: _____

2. **EXPERIENCE OF PROJECT TEAM / ABILITY TO COMMIT RESOURCES** (25)		
a) The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County.	10	_____
b) The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.	5	_____
c) Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.	10	_____

Comments/Rationale For Points: _____

3. **METHODOLOGY** (15)		
a) The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project	15	_____

Comments/Rationale For Points: _____

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS** (30)		
a) Demonstrate an understanding of the scope of services	10	_____
b) Address appropriate Federal/State/Local regulations and policies	15	_____
c) Identify information to be gathered or obtained	5	_____

Comments/Rationale For Points: _____

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATION** (10)		
a) The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).	10	_____

Comments/Rationale For Points: _____

Total _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL 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					

SAMPLE

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	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

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

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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. January 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.

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.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:			
	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:

Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

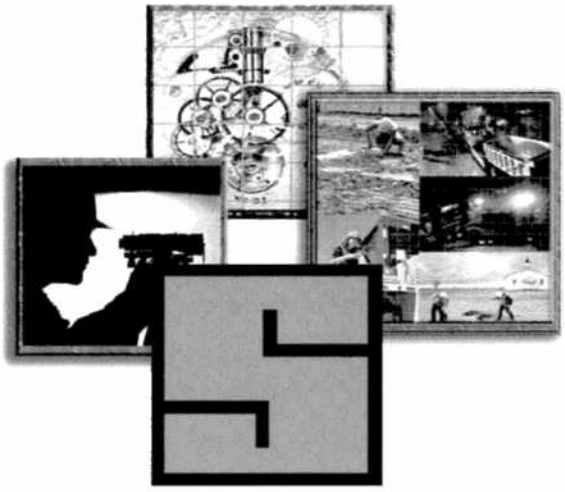

EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT #1

Parking Lot Improvements

Scope of Services

This project consists of obtaining all necessary documentations and survey information for Hidalgo County Precinct #1 as well as construction plans for the parking lot.

The following is the work to be done for this project:

Paving Improvements

a. Conduct a topographic survey for the project area.
b. Generate plans and profiles for the proposed project.
c. Provide Specifications for project
d. Provide monthly site visits to monitor construction progress.
e. Review pay request and make recommendations.
f. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
g. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #1.

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"

Engineers Agreement Rates

J.E. Saenz & Associates, Inc.
Hourly Rates (2009)

Principal	$175.00
Registered Professional Land Surveyor	$150.00
Professional Engineer III	$145.00
Professional Engineer II	$135.00
Professional Engineer I	$125.00
Certified Planner AICP	$100.00
Assistant Planner	$ 75.00
Engineer Assistant III	$ 95.00
Engineer Assistant II	$ 85.00
Engineer Assistant I	$ 75.00
GIS Analyst III	$ 75.00
GIS Analyst II	$ 65.00
GIS Analyst I	$ 55.00
Construction Superintendent	$ 85.00
Right-of-Way Agent	$ 80.00
Technician III	$ 65.00
Technician II	$ 60.00
Technician I	$ 55.00
Survey Coordinator	$ 70.00
Resident Project Representative	$ 70.00
Secretary/Clerical/Support Staff	$ 45.00
Runner Services (including mileage within metro area)	$ 25.00
GPS Crew	$125.00
4-Man Survey Crew	$ 95.00
3-Man Survey Crew	$ 85.00
2-Man Survey Crew	$ 75.00

EXPENSES

Direct Expenses	Actual Cost x 1.10
Large Format Copies/Printer	
Scan to File	$0.25/Sq. Ft.
Bond Paper	$0.50/Sq. Ft.
Mylar 24"x 36"	$2.25/Sq. Ft.
Plotter 750	
Mylar 24"x 36"	$2.50/Sq. Ft.
Roll Stock	$0.25/Sq. Ft.
Fax	$1.00/Page
Photocopies	$0.10/Page
Mileage	$0.40/Mile

EXHIBIT D-1

-Fee Breakdown

J.E. Saenz & Associates, Inc.

5/26/2010

Project Name: Parking Lot **STATEMENT OF PROBABLE COST**

Project Number: ENG 10.008

PARKING LOT OPTION II

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	5,577	S.Y.	$9.00	$50,193.00
2	8" FL BS COMPACT 95% DENSITY	5,760	S.Y.	$7.50	$43,200.00
3	6" COMP LIME TREAT. SUB. 98% DENS.	5,760	S.Y.	$6.00	$34,560.00
4	PRIME COAT (MC-30)	1,115	GAL.	$5.00	$5,577.00
5	18" CONC. CURB & GUTTER	1,528	L.F.	$8.00	$12,224.00
6	3' CONC. VALLEY GUTTER	284	L.F.	$15.00	$4,260.00
7	6' CONC. VALLEY GUTTER	164	L.F.	$21.00	$3,444.00
8	CONCRETE SIDEWALK (4")	600	S.Y.	$33.00	$19,800.00
9	ADA HANDICAP ACCESS RAMP	6	EA.	$900.00	$5,400.00
10	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	2,000	L.F.	$5.00	$10,000.00
11	REFL PAV MRK SEALER (4")	2,000	L.F.	$3.00	$6,000.00
12	INLET (COMPL) (GRATE) (TY 1-C)	7	EA.	$2,000.00	$14,000.00
13	18" RCP STORM DRAIN, CL III,	623	L.F.	$30.00	$18,690.00
14	MOBILIZATION/DEMOLITION	1	LS	$10,000.00	$10,000.00
15	1" SINGLE WATER SERVICE (LONG) W/ 4" PVC CASING	1	EA.	$625.00	$625.00
16	SANITARY SEWER SERVICE (LONG)	1	EA.	$1,000.00	$1,000.00
17	CUT AND RESTORE PAVEMENT	12	S.Y.	$20.00	$240.00
				SUBTOTAL:	$239,213.00

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER	$239,213.00
2) 10 % CONTINGENCY	$23,921.30
3) GEOTECHNICAL	$5,000.00
TOTAL CONSTRUCTION COST:	$268,134.30

TOTAL: $268,134.30

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # _____

Work Authorization Form

WORK AUTHORIZATION NO. ___

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, _____, professional engineers of _____, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide _____

_____

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 $ _____. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: _____

AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:	THE OWNER:
(Firms Name)	HIDALGO COUNTY

By: (Name of Engineer)

By: Rene A. Ramirez, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ 2010 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2010.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

Client#: 12078 JESAENZ1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2010

PRODUCER
Willis of Texas, Inc.
1400 N McColl Rd Suite 105
P O Drawer 3785
McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
J E Saenz & Associates Inc
P O Box 3293
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Lloyds	38253
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Lexington Insurance Company	19437
INSURER D: Hartford Underwriters Ins Co	30104
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		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	65SBAPZ5144	02/23/10	02/23/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
D		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	65UECTW9306	02/23/10	02/23/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Q001102416	05/27/10	05/27/11	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C		OTHER Professional Liability	084196665	06/15/09	06/15/10	$1,000,000 Each Claim $2,000,000 Aggregate $50,000 Ded Each Claim	

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
New Administration Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-085-06-08

Work Authorization Form

WORK AUTHORIZATION NO. 1

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, J.E. Saenz & Associates, Inc., professional engineers of Edinburg, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Hidalgo County Precinct #1 Parking Lot Improvements on Joe Stephens Drive.

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 $26,313.43. 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 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 20-1336-419-00-121-021-739
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct #1, Commissioner as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: AC Cuellar Jr
AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:	THE OWNER:
(Firms Name)	HIDALGO COUNTY
By: (Name of Engineer)	By: Rene A. Ramirez, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

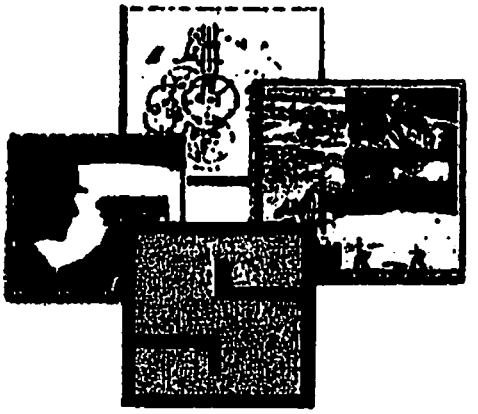

EXHIBIT "A"

Scope of Services
Provided by Owner

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No. 1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 1

Parking Lot Improvements

Scope of Services

1. The following provides an outline of the services to be provided by the OWNER in the development of Project.

2. The OWNER will provide to the ENGINEER the following:

3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.

4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.

5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.

6. Provide any available relevant data the OWNER may have on file concerning the project.

7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.

9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

   Public Meetings
   a. Approve agenda and all exhibits prior to public meeting.
   b. Approve date and location of the meeting.
   c. Review/approve Public Meeting Report

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

12. Review and approve the Project design criteria.

13. Review and approve change orders as required and prepared by the ENGINEER.

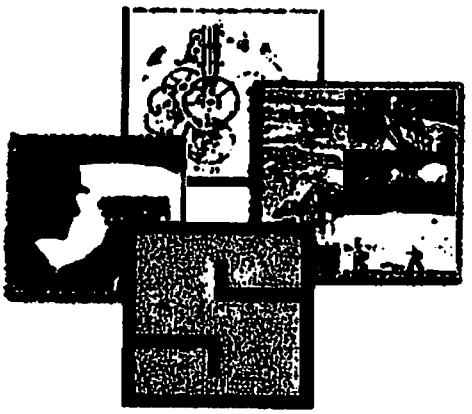

EXHIBIT "B"

Scope of Services
Provided by Engineer

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No. 1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT #1

Parking Lot Improvements

Scope of Services

This project consists of obtaining all necessary documentations and survey information for Hidalgo County Precinct #1 as well as construction plans for the parking lot.

The following is the work to be done for this project:

Paving Improvements

a. Conduct a topographic survey for the project area.
b. Generate plans and profiles for the proposed project.
c. Provide Specifications for project
d. Provide monthly site visits to monitor construction progress.
e. Review pay request and make recommendations.
f. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
g. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Prescient #1.

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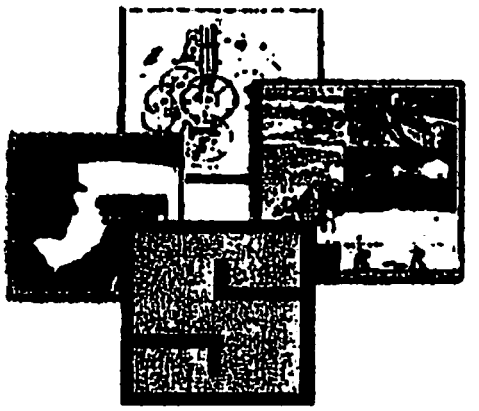


EXHIBIT "C"

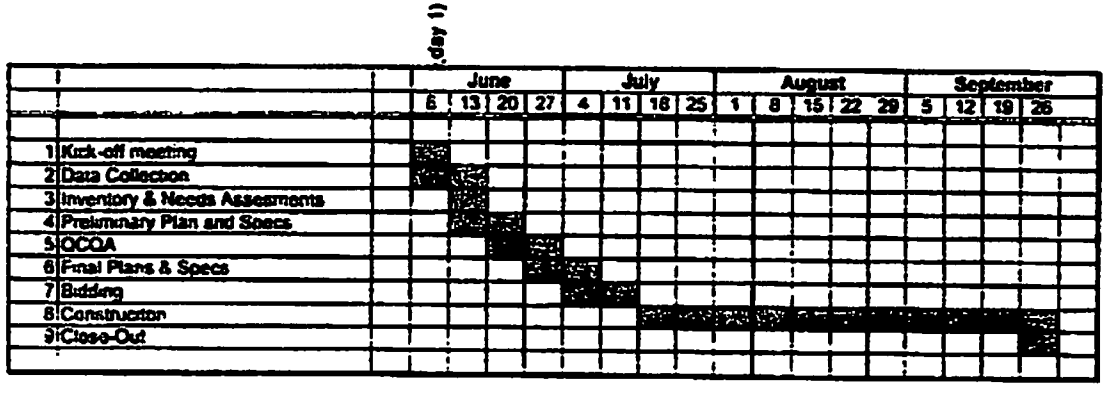
Work Schedule

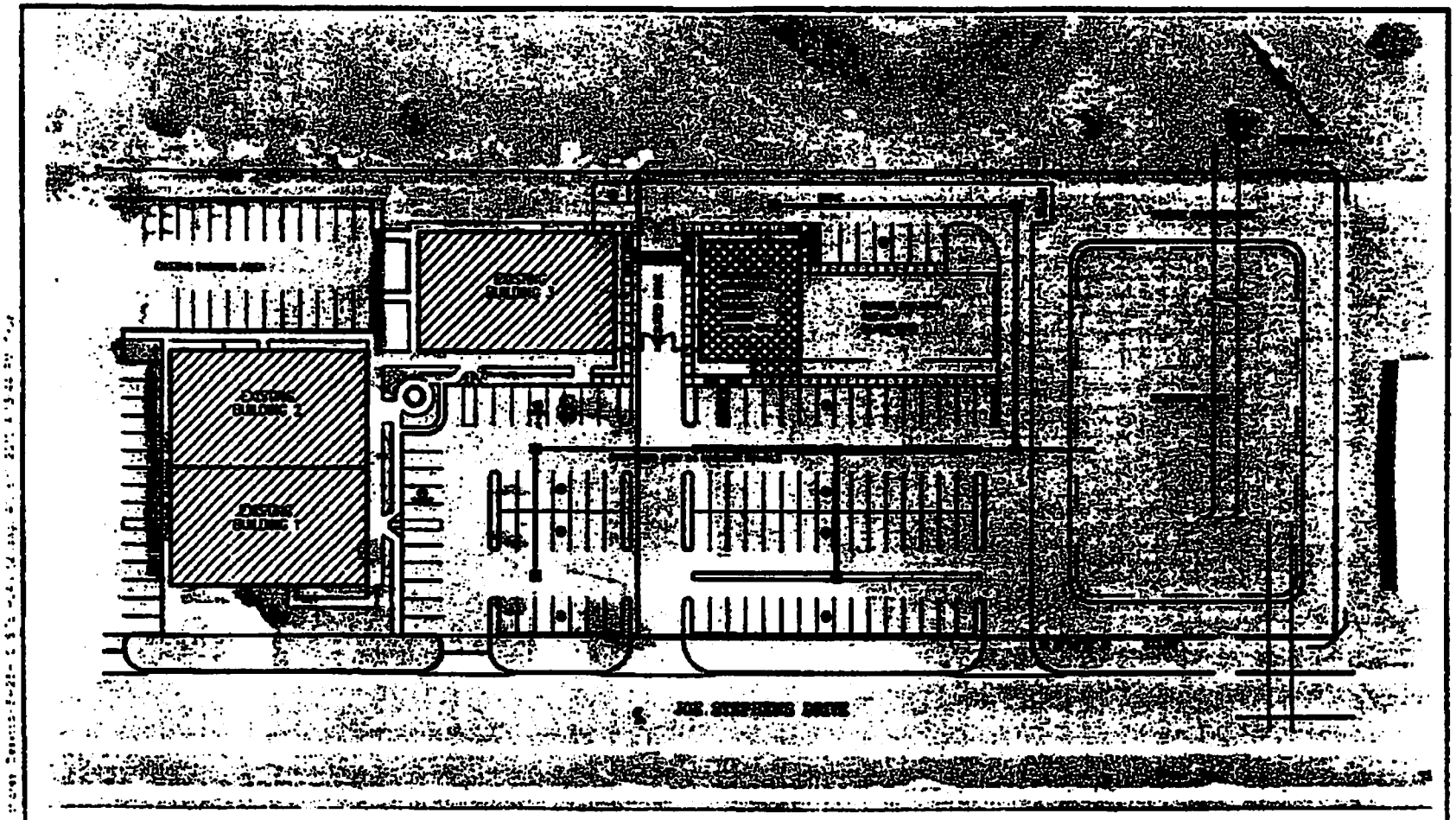
EXHIBIT "C"
PRELIMINARY WORK SCHEDULE

J.E. SAENZ & ASSOCIATES, INC.
P.O. BOX 3293 EDINBURG, TEXAS 78540
TEL: 383-2984 FAX: 383-3736

DATE: June 1, 2010

PROJECT: Hidlago County Precinct #1 Hidalgo County Parking Improvements





PARKING LOT EXHIBIT

J.E. SAENZ & ASSOCIATES, INC.

ENC 10 008

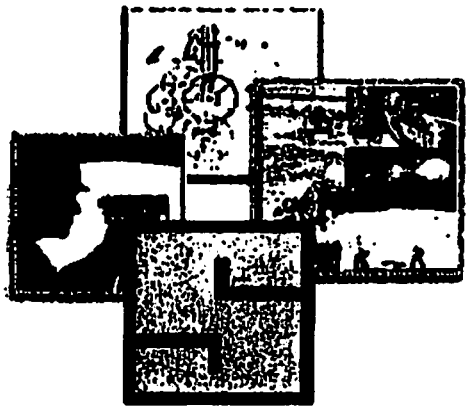


EXHIBIT "D"

Estimated Cost Proposal

J.E. Saenz & Associates, Inc. 5/28/2010

Project Name: Parking Lot **STATEMENT OF PROBABLE COST**

Project Number: ENG 10.008

PARKING LOT OPTION II					
ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	5,577	S.Y.	$9.00	$50,193.00
2	6" FL BS COMPACT 95% DENSITY	5,760	S.Y.	$7.50	$43,200.00
3	6" COMP LIME TREAT. SUB. 98% DENS.	5,760	S.Y.	$6.00	$34,560.00
4	PRIME COAT (MC-30)	1,115	GAL.	$5.00	$5,577.00
5	18" CONC. CURB & GUTTER	1,528	L.F.	$8.00	$12,224.00
6	3' CONC. VALLEY GUTTER	284	L.F.	$15.00	$4,260.00
7	6' CONC. VALLEY GUTTER	164	L.F.	$21.00	$3,444.00
8	CONCRETE SIDEWALK (4")	600	S.Y.	$33.00	$19,800.00
9	ADA HANDICAP ACCESS RAMP	6	EA.	$900.00	$5,400.00
10	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	2,000	L.F.	$5.00	$10,000.00
11	REFL PAV MRK SEALER (4")	2,000	L.F.	$3.00	$6,000.00
12	INLET (COMPL) (GRATE) (TY 1-C)	7	EA.	$2,000.00	$14,000.00
13	18" RCP STORM DRAIN, CL III,	623	L.F.	$30.00	$18,690.00
14	MOBILIZATION/DEMOLITION	1	LS	$10,000.00	$10,000.00
15	1" SINGLE WATER SERVICE (LONG) W/ 4" PVC CASING	1	EA.	$625.00	$625.00
16	SANITARY SEWER SERVICE (LONG)	1	EA.	$1,000.00	$1,000.00
17	CUT AND RESTORE PAVEMENT	12	S.Y.	$20.00	$240.00
				SUBTOTAL:	$239,213.00

I. TOTAL ESTIMATED COST TO THE DEVELOPER

1) CONSTRUCTION BY DEVELOPER	$239,213.00
2) 10 % CONTINGENCY	$23,921.30
3) GEOTECHNICAL	$5,000.00
TOTAL CONSTRUCTION COST:	$268,134.30

TOTAL: $268,134.30

AI-21496 **23.C.1.**

Pct. 3 -Purchase and Installatino of Fence on 3 county locations -Bid award and approval of contract

CC REGULAR

Date:	06/08/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Recommending award of bid and approval of contract to the lowest bidder meeting all specifications/requirements, terms and conditions as stated in RFB Project #2010-157-04-28-MSS- "Purchase and Installation of Fence at three (3) County Sites located in Precinct No. 3".

BACKGROUND

Cental Fence and Supply LTD submitted the lowest bid in the following amount per site: Site 1 = $15,180.00, Site 2 = $20,798.00, Site 3 = $2,056.00.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-073-0-739

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

BUDGETARY IMPACT:

Available funds as of 6/4/10 is $35,978.00 for Project Site 1 ($15,180.00) and Project Site 2 ($20,798.00).

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-074-0-739

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

BUDGETARY IMPACT:

Available funds as of 6/4/10 is $2,056.00 for Project Site 3 ($2,056.00).

Attachments

Link: Participating Vendors List

Link: Tab Sheet

Link: Contract Central Fence & Supply

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2010 05:06 PM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 08:13 AM	APRV

3	Perla Lopez	Perla Lopez	06/04/2010 03:16 PM	APRV
4	Auditor's Office	Linda Fong	06/04/2010 05:12 PM	APRV

Form Started By: Moises Salazar Started On: 06/02/2010 05:06 PM

Final Approval Date: 06/04/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: April 28, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY PRECINCT NO. 3-Purchase and Installation of Fence in 3 County Locations"

BID NO.: 2010-157-04-28-MSS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
The Fierro Group Ruben Flores	e-mail	rflores@thefierrogroup.com	03/05/09	713-692-2781 t 713-692-4964 f
D & C Fence Co. Arturo Garcia and Codi	e-mail	agarcia@dcfence.com schushert@dcfence.com	03/02/09	361-289-2819 t 361-289-2764 f
Millennium Engineering Raul Palma	e-mail	rpalma@megengineers.com	03/06/09	956-383-8522 t 956-383-0295 f
Art Gonzalez	e-mail	agonzalezdiw@sbcglobal.net	03/02/09	
Central Fence and Supply, LTD Attn Ernie	e-mail	ernie@centralfenceltd.com	4-13-10	956-783-7959 Tel 956-227-3472 Cel
Lowes Attn: Jesus Trejo	e-mail	chuygrouch@yahoo.com	4-13-10	956-867-6867 Cell 956-289-4230 Ext 222
Perez Fence Inc Attn: Ms. Perez	e-mail	bnlperez@aol.com	4-13-10	956-585-7254 tel
Excellent Fence Attn:Rosie	e-mail	excellentfence@sbcglobal.net	4-13-10	956-581-5356 tel
American Fence Co	e-mail	ajohnson@a1americanfenceco.com	4-13-10	Telephone (409) 883-8986 Facsimile (409) 883-7832
Pecos Fence Inc. Mr. Burley	e-mail	dburley@pecosfence.com	4-14-10	210-655-5656 210-490-3159 fx

Artex Industrial Products Attn: Edgar	e-mail	epena@artexip.com	4-16-10	(956) 776-3858 Tel
Resolved Unlimited Construction Attn: Marco Campos	e-mail	marco@alvaradolegal.com		(956) 313-9101

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 3

BID OPENING DATE: April 28, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:
"Purchase and Installation of Fence in 3 County Locations"

BID No: 2010-157-04-28-MSS	**BUYER: Moises Salazar**

	NAME OF COMPANY	TOTAL PRICE	BID BOND NOT REQUIRED
1	**Central Fence & Supply** **Pharr, TX**	**SITE 1: $15,180.00** **SITE 2: $20,798.00** **SITE 3: $2,056.00** **TOTAL: $38,034.00**	**NO**
2	**Pecos Fence, Co.** **San Antonio, TX**	**SITE 1: $22,197.00** **SITE 2: $30,992.00** **SITE 3: $3,610.00** **TOTAL: $56,799.00**	**YES**
3	**Artex Industrial Products, LLC** **Pharr, TX**	**SITE 1: $26,871.66** **SITE 2: $37,340.52** **SITE 3: $2,737.82** **TOTAL: $66,950.00**	**Security Check**
4	**Excellent Fence** **Mission, TX**	**SITE 1: $20,279.00** **SITE 2: $26,925.60** **SITE 3: $2,251.47** **TOTAL: $49,456.07**	**NO**
5	**Perez Fence, Inc.** **Mission, TX**	**SITE 1: $16,770.91** **SITE 2: $22,123.49** **SITE 3: $2,269.00** **TOTAL: $41,163.40**	**NO**

REQUIREMENTS AGREEMENT
C-10-157-06-01

THIS AGREEMENT (the "Agreement") is entered into effective as of the 8th day of **June, 2010** by and between **Central Fence and Supply, LTD** a Texas Limited Liability Company ("Company") and **Hidalgo County Precinct No. 3** in Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements/specifications of **"Purchase and Installation of Fence in 3 County Locations"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for project to be completed within thirty (30) consecutive calendar days from notice to proceed; and

WHEREAS, Seller has submitted a bid to supply Buyer's requirements/specifications; and

WHEREAS, Buyer has determined, that Seller has submitted the lowest and best bid to meet Buyer's requirements/specifications 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" bid page, which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County Precinct No. 3 for a period of upon completion and acceptance of project. This Contract shall be for a period commencing **upon issuance of notice to proceed** and terminating **upon completion and acceptance of project within thirty (30) consecutive calendar days from notice to proceed** and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:	Hidalgo County Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Seller:	Central Fence and Supply, LTD Attn: Amador Sandoval 504 E. Ferguson St. Pharr, TX 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 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 A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
Central Fence and Supply, LTD

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
By: Stephen L. Crain

EXHIBIT “A”

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 23, 2010

RE: ADDENDUM NO. 2
FOR RFB No.: 2010-157-04-28-MSS
"Hidalgo County Precinct No. 3 –Purchase and Installation of Fence in 3 County Locations".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **Hidalgo County Precinct No. 3"** -request for bids for –**"Purchase and Installation of Fence in 3 County Locations".**

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us and/or eric.trevino@co.hidalgo.tx.us .

If you do not receive all 2 pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"Hidalgo County Precinct No. 3 –Purchase and Installation of Fence in 3 County Locations".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 2

April 23, 2010

Hidalgo County Precinct No. 3
"Purchase and Installation of Fence in 3 County Locations"
RFB NO.: 2010-157-04-28-MSS

PLEASE NOTE THE FOLLOWING CHANGES:

I. FURTHER CLARIFICATIONS TO TERMINAL AND GATE POSTS:
On Addendum No.1 item I. c it was clarified that terminal posts must include 11 ft posts for gates.

CHANGE:
The number and size of terminal and gate posts should be as follow:

	Site 1 -Prairie View Phase #1 North Retaining Pond.	**Site 2** -Prairie View Phase #1 South Retaining Pond.	**Site 3** -Prairie View Phase #2 Retaining Pond.
	Quantity:	Quantity:	Quantity:
Terminal post 2 3/8" X 11ft.	**6**	**4**	**2**
Gate post 3" X 11ft.	**4**	**2**	**2**

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, April 23. 2010, for RFB – **"Hidalgo County Precinct No. 3 –Purchase and Installation of Fence in 3 County Locations".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

PURCHASING DEPARTMENT
County Of Hidalgo

April 22, 2010

RE: ADDENDUM NO.1
FOR RFB No.: 2010-157-04-28-MSS
"Hidalgo County Precinct No. 3 –Purchase and Installation of Fence in 3 County Locations".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **Hidalgo County Precinct No. 3"** -request for bids for –**"Purchase and Installation of Fence in 3 County Locations".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us and/or eric.trevino@co.hidalgo.tx.us .

If you do not receive all 2 pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Hidalgo County Precinct No. 3 –Purchase and Installation of Fence in 3 County Locations".**

Thank you for your prompt attention to this matter.

BY: _____

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

April 22, 2010
Hidalgo County Precinct No. 3
"Purchase and Installation of Fence in 3 County Locations"
RFB NO.: 2010-157-04-28-MSS

PLEASE NOTE THE FOLLOWING CHANGES:

I. CLARIFICATIONS TO SPECIFICATIONS for all job sites:

a. Chain Link must be GAW.
b. Barb Wire should be 4 point Class 3.
c. Posts must include 11 ft posts for gates.

II. QUESTIONS AND ANSWERS:

Q1. Is there a wage scale applicable to this project?
A1. No

Q2. I see that a 5% bid bond is required. Is there a special bid bond form?
A2. As per Legal Notice page 4 paragraph 18, there is no special form.

Q3. I see that the project must be completed within twenty-one (21) days. Are there liquidated damages on this project and , if so, what is the daily amount?
A3. The number of days and liquidated damages for the construction have changed to the following:
The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$150.00** for each consecutive calendar day thereafter.

Q4. Is there a budgetary estimate or advertised magnitude for this project?
A4. No.

Q5. What is the size of the fence post footings?
A5. 2ft deep and 8" diameter

Q6. Exhibit "A" calls for labor and material to be installed at site #1. The other two sites call for labor only to install the fencing. Does Hidalgo County have the material for sites 2 and 3 and where is it located?
A6. Yes, Labor and Material pricing should be included in all job sites.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, April 22. 2010, for RFB – **"Hidalgo County Precinct No. 3 –Purchase and Installation of Fence in 3 County Locations".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

PURCHASING DEPARTMENT
County Of Hidalgo

April 12, 2010

_____

_____

_____

_____

Re: Request For Bids-
Hidalgo County Precinct No. 3-"Purchase and Installation of Fence in 3 County Locations"
RFB No: 2010-157-04-28-MSS

Dear Respondents:

Enclosed please find a Request for Bids (RFB) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 3
"PURCHASE AND INSTALLATION OF FENCE IN 3 COUNTY LOCATIONS"
Bid No: 2010-157-04-28-MSS

1. **Request for Bid Letter, consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications, consisting of __4__pages.**

4. **Exhibit "B" Bid Form, consisting of__1__page.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ pages.**
   (Copy of receipt and this form must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of __6__ pages.**
   (Must be submitted with bid)
8. **Certification Regarding Debarment, consisting of __1__ pages.**
   (Must be submitted with bid)
9. **Draft Service Contract, consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

April 12, 2010
Date

Bid No: 2010-157-04-28-MSS	Buyer: Moises Salazar	Tel. No: (956) 318-2626 Ext. 4863

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3
"Purchase and Installation of Fence in 3 County Locations"

BID OPENING DATE:
April 28, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3–" Purchase and Installation of Fence in 3 County Locations"** 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-2010-157-04-28-MSS-HIDALGO COUNTY PRECINCT NO. 3 –"Purchase and Installation of Fence in 3 County Locations"** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, APRIL 28, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB No. 2010-157-04-28-MSS- HIDALGO COUNTY PRECINCT NO. 3 – "Purchase and Installation of Fence in 3 County Locations"

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in

its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 PRECINCT NO. 3 –"Purchase and Installation of Fence in 3 County Locations"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78572
(956) 585-4509
Attn: Norma Ceballos

17. Schedule of Events

Pre-Bid Conference 9:30 AM	**April 20, 2010**
Bid Opening, 9:30 AM	**April 28, 2010**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

for

HIDALGO COUNTY PRECINCT NO. 3

"Purchase and Installation of Fence in 3 County Locations"

BID NO.: 2010-157-04-28-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business 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: _____

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF FENCE IN 3 COUNTY LOCATIONS"

Bid No. 2010-157-04-28-MSS

EXHIBIT "A"

Scope of the Project
The County of Hidalgo Precinct No. 3 is accepting bids for **"Purchase and Installation of fence in 3 County Locations"**

SPECIFICATIONS

Bidder will provide all necessary materials and installation to meet minimum specifications as set forward:

Job Site No. 1: Prairie View Phase #1 North Retaining Pond.

Labor and Material to install 2276' x 7' 11 gauge with barbwire and two double drive-gate 24' opening.

QTY 2,228 – L.F. 7'0" Chain Link Fabric 11 gauge
QTY 106 – Top Rail 1 5/8" x 21'0" .047
QTY 221 – Line Post 2" x 9'0" .065
QTY 221 – Base and Arm 2" x 1 5/8" (45)
QTY 10 – Terminal Post 2 3/8" x 10'0" SS20
QTY 16 – Tension Bar ¾" x 7'0"
QTY 60 – Tension Band(s) 2 3/8"
QTY 64 – Brace Band(s) 2 3/8"
QTY 16 – Rail End 1 5/8" Steel
QTY 10 – Acorn Cap 2 3/8" – Aluminum
QTY 23 – Tie Wire 8 ¼" 9 gauge – Aluminum
QTY 2 – 7'0" Double Drive Gate 11 gauge 24' opening
QTY 2 – Double Drive Gate Hardware Industrial Hinges
QTY 2,228 – L.F. Tension Wire 12 gauge
QTY 7 – lbs Pig Rings 12 gauge
QTY 7 – Roll Barbwire

Job Site No. 2: Prairie View Phase #1 South Retaining Pond.

Labor to installed 3120' x 7'11 gauge with barbwire and one double drive gate 24' opening.

QTY 3,096 – L.F. 7'0" Chain Link Fabric 11 gauge
QTY 148 – Top Rail 1 5/8" x 21'0" .047
QTY 310 – Line Post 2" x 9'0" .065
QTY 310 – Base and Arm 2" x 1 5/8" (45)
QTY 6 – Terminal Post 2 3/8" x 10'0" SS20
QTY 10 – Tension Bar ¾" x 7'0"
QTY 60 – Tension Band(s) 2 3/8"
QTY 40 – Brace Band(s) 2 3/8"
QTY 10 – Rail End 1 5/8" Steel
QTY 6 – Acorn Cap 2 3/8" – Aluminum
QTY 32 – Tie Wire 8 1/4" 9 gauge – Aluminum
QTY 1 – 7'0" Double Drive Gate 11 gauge 24' opening
QTY 1 – Double Drive Gate Hardware Industrial Hinges
QTY 3,096 – L.F. Tension Wire 12 gauge
QTY 8 – lbs Pig Rings 12 gauge
QTY 7 – Roll Barbwire

Job Site No. 3: Prairie View Phase #2 Retaining Pond.

Labor to installed 251' x 7' 11 gauge with barbwire and one double drive gate 24' opening.

QTY 227 – L.F. 7'0" Chain Link Fabric 11 gauge
QTY 11 – Top Rail 1 5/8" x 21'0" .047
QTY 22 – Line Post 2" x 9'0" .065
QTY 22 – Base & Arm 2" x 1 5/8" (45)
QTY 4 – Terminal Post 2 3/8" x 10'0" SS20
QTY 4 – Tension Bar ¾" x 7'0"
QTY 24 – Tension Band(s) 2 3/8"
QTY 16 – Brace Band(s) 2 3/8"
QTY 4 – Rail End 1 5/8" steel
QTY 4 – Acorn Cap 2 3/8" – aluminum
QTY 3 – Tie Wire 8 ¼" 9 gauge – aluminum
QTY 1 – 7'0" Double Drive Gate 11 gauge 24' opening
QTY 1 – Double Drive Gate Hardware Industrial Hinges
QTY 227 – L.F. Tension Wire 12 gauge
QTY 1 – lbs pig rings 12 gauge
QTY 1 – Roll Barbwire

Clearing and preparation of job site should be included in the cost of the project.

Bid Award: Award of bid shall be made to the most responsible, responsive bidder, whose offer is determined to meet all specifications and to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

Job completion for all job sites should be within three weeks from issuance of notice to proceed.

Bidder must comply with all permits, local, state, and federal regulations, if applicable.

Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department approval prior to any services being performed by the awarded bidder.

The bidder(s) awarded contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

The County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, and to hold the bid for a period of ninety (90) days without taking action thereon.

Any contract awarded 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 days written notice prior to cancellation

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

ADDITIONAL INFORMATION

A project pre bid walk thru has been scheduled to be held at 9:30 a.m. on Tuesday, April 20, 2010 to start at County Precinct No. 3 Offices located at 724 North Breyfogle, Mission, TX 78572.
Bidders are encouraged to attend this meeting.

Further information required for this project can be addressed to the Hidalgo County Purchasing Department through Moises Salazar, Buyer II. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed in writing to Martha L. Salazar, CPPB/ Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile to (956) 292-7612 and e-mail to moises.salaar@co.hidalgo.tx.us by no later than, Wednesday, April 21, 2010 at 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, April 23, 2010.

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF FENCE IN 3 COUNTY LOCATIONS"
Bid No. 2010-157-04-28-MSS

EXHIBIT "B"

BID PAGE

JOB SITE NO. 1:

TOTAL COST FOR PURCHASE AND INSTALLATION FOR PRAIRIE VIEW PHASE #1 NORTH RETAINING POND
(INCLUDES ALL MATERIALS/LABOR) _____

JOB SITE NO. 2:

TOTAL COST FOR PURCHASE AND INSTALLATION FOR PRAIRIE VIEW PHASE #1 SOUTH RETAINING POND
(INCLUDES ALL MATERIALS/LABOR) _____

JOB SITE NO. 3:

TOTAL COST FOR PURCHASE AND INSTALLATION FOR PRAIRIE VIEW PHASE #2 RETAINING POND
(INCLUDES ALL MATERIALS/LABOR) _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CONTACT PERSON: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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 naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL 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	ADDITIONAL INSURED	INSURER LETTER	CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

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 Commissioners' 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 Commissioners' 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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 ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ❒ Yes ❒ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ 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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-157-00-00

THIS CONTRACT is made and entered into this____day of_____, **2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____ a Texas Limited Liability Company. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hidalgo County Precinct No. 3 -Purchase and Installation of Fence in 3 County Locations** (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 agrees that this Contract is entered into in order to provide the Services to locations at **Precinct No. 3 -** _____. 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 **Department Head, or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall expire upon completion of the project and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provision herein, whichever comes 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 with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____
Printed Name:_____
Title:_____

Commissioners' Court approved: _____2010

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

By:_____

EXHIBIT “B”

REQUEST FOR BID

BID PAGE

OPENED
9:39 am

APR 2 8 2010
Witnessed

Hidalgo County Precinct No. 3
"PURCHASE AND INSTALLATION OF FENCE IN 3 COUNTY LOCATIONS"
Bid No. 2010-157-04-28-MSS

EXHIBIT "B"

BID PAGE

JOB SITE NO. 1:
TOTAL COST FOR PURCHASE AND INSTALLATION FOR PRAIRIE VIEW PHASE #1 NORTH RETAINING POND
(INCLUDES ALL MATERIALS/LABOR) $15,180.00

JOB SITE NO. 2:
TOTAL COST FOR PURCHASE AND INSTALLATION FOR PRAIRIE VIEW PHASE #1 SOUTH RETAINING POND
(INCLUDES ALL MATERIALS/LABOR) $20,798.00

JOB SITE NO. 3:
TOTAL COST FOR PURCHASE AND INSTALLATION FOR PRAIRIE VIEW PHASE #2 RETAINING POND
(INCLUDES ALL MATERIALS/LABOR) $2,056.00

COMPANY NAME: Central Fence & Supply, Ltd.
ADDRESS: 504 E. Ferguson
CITY/STATE/ZIP: Pharr, Texas 78577
PHONE NUMBER: 956-783-7959
FAX NUMBER: 956-787-4311
CONTACT PERSON: Celia Sandoval
AUTHORIZED SIGNATURE:
TITLE: Partner / Manager
DATE: April 26, 2010

EXHIBIT “C”

CERTIFICATE OF INSURANCE

ACORD TM. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **05/28/2010**

PRODUCER Phone: 956-383-0117 Fax: 956-383-0195
MARBURGER-HOLT INSURANCE AGENCY
1305 SOUTH CLOSNER
P O BOX 1198
EDINBURG TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: **TEXAS MUTUAL INSURANCE**	
INSURER B: **BURLINGTON INSURANCE CO.**	
INSURER C: **SAFECO INS. CO. OF AMERICA**	
INSURER D:	
INSURER E:	

INSURED
CENTRAL FENCE & SUPPLY LTD
C/O AMADOR SANDOVAL
504 EAST FERGUSON
PHARR TX 78577

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	YES	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	**226BW16153**	**03/03/10**	**03/03/11**	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	$ **1,000,000** $ **100,000** $ **5,000** $ **1,000,000** $ **2,000,000** $ **2,000,000**
C	YES	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	**24CC260683-2**	**03/03/10**	**03/03/11**	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ **1,000,000** $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** **ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?** **If yes, describe under SPECIAL PROVISIONS below**	**TSF0001124731**	**11/30/09**	**11/30/10**	X WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ **1,000,000** $ **1,000,000** $ **1,000,000**
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Business 281
Edinburg, TX 78539

Attention: Purchasing Dept.

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, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jack Holt

© ACORD CORPORATION 1988

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #5543

DATE
MAY 28 10

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Amador and Elizabeth Sandoval are excluded underthe worker's compensation coverage.
Blanket Additional insured in favor of the certificate holder pertaining to the general liability and commercial automobile.
Blanket Waiver of Subrogation in favor of the certificate holder pertaining to the general liability and commercial automobile
Blanket Waiver of Subrogation in favor of the certificate holder pertaining to the worker's compensation.
Blanket Primary & Non-Contributory pertaining to the general liability.
Blanket "Per Project" Aggregate

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-21440 **23.D.1.**

BCAP Application for Payment No.1 (Final) - High Point Subdivision Precinct No.1

CC REGULAR

Date:	06/08/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Approval of Application for Payment No. 1 (Final) in the amount of $65,758.50 from Total Commitment, LLC contracted vendor for High Point Subdivision as submitted by TEDSI Infrastructure Group, project engineer-(C-CAP-09-382-12-15).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-319-0-731

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

BUDGETARY IMPACT:

P.O.# 636617-Amount available as of 6-4-10 $73,065.00 for Total Commitment LLC.

Contract amount of $73,065.00*10% Retainage=7,306.50

$73,065.00-7,306.50=$65,758.50

Attachments

Link: Application for Payment No. 1 Final High Point Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/03/2010 02:41 PM	APRV
2	Purchasing Department	Marty Salazar	06/03/2010 02:54 PM	APRV
3	Budget & Management	Erika Zamora	06/03/2010 02:58 PM	APRV
4	Ivan Cantu	Ivan Cantu	06/04/2010 01:45 PM	APRV
5	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Marcie Jackson Started On: 06/02/2010 08:32 AM

Final Approval Date: 06/04/2010

APPLICATION FOR PAYMENT NO. 1 - FINAL

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: C-CAP-09-382-12-15
Project: ROAD & DRAINAGE CONSTRUCTION FOR HIGH POINT SUBDIVISION
Owner's Contract No. C-CAP-09-382-12-15 Engineer's Project No.
For Work accomplished through the date of: 4/28/2010

1. Original Contract Price:	$58,460.50
2. Net change by Change Order and Written Agreements(+or-):	$14,604.50
3. Current Contract Price (1 plus 2):	$73,065.00
4. Total completed and stored to date:	$73,065.00
5. Retainage (per Agreement):	
10% of completed Work: $7,306.50	
of stored material	
Total Retainage: $7,306.50	
6. Total completed and stored to date less retainage (4 minus 5)	$65,758.50
7. Less previous Application for Payments:	$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$65,758.50

Accompanying Documentation:

- APPLICATION FOR PAYMENT NO 1
- ESTIMATE QUANTITY
- SCHEDULE OF VALUES
- LIST OF SUPPLIERS
- LIENS
- PAYROLL
- CONTRACT TIME STATEMENT
- TESTING REQUIREMENTS
- TESTING REPORTS

REQ# 171247 P.O.# 636617
0-1312-431-00-121-319-0-731→$73,065.00
<-7,306.50>=$65,758.50

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1-Final through 1-Final inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 4.28.10

TOTAL COMMITMENT, LLC
CONTRACTOR
By:
Pedro A. Gutierrez Jr.

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 28th day of April, 2010

Notary Public
My Commission expires: 7.6.13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 05/26/2010

TEDSI INFRASTRUCTURE GROUP
ENGINEER
By:
Jose A. Sanchez

INVOICE RECEIVED BY: [illegible] ON 6/1/10
GOODS/SERVICES RECEIVED BY: [illegible] ON 6/1/10

Exhibit E-C

Total Commitment, LLC	Contractor Name
03/04/2010	Starting Date
05/02/2010	Project Ending Date
10%	Retainage Percent

Application No: **1-Final**
Application Date: **05/25/2010**
Period To: **04/28/2010**
Engineer Firm: **TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-180-319	High Point	$58,460.50	$73,065.00	$73,065.00	$73,065.00	$0.00	$7,306.50	$65,758.50	$0.00	$65,758.50

Estimate Quantity Update Worksheet

Date: May 26, 2010

Colonia: High Point Subdivision
Roadway: North Ln / South Ln
Control: 3C-1080-319
Project No: C-CAP-09-382-12-15
County: Hidalgo
Est. No: 1-Final

Work Type: Paving & Drainage
Limits: North Ln - 645' / South Ln - 645'
From: Mile 6.5 W Rd
To: 645' West of Mile 6.5 W Rd

Contractor: Total Commitment, LLC
Contract Price: $73,065.00
Work Done this Mo.: $73,065.00
% Complete: 100.0%

Date Began: March 4, 2010
Contract Time (calendar days): 60
Time Charged: 39
% Time Used: 65.0%

ITEM NO	DESCRIPTION	UNIT	Original Plan Qty	Change Order #1 Qty	Original Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of CO#1	Revised Contract Cost after CO#1	03-04-2010 THRU 04-28-2010		
										MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE											
	(902) PRELIMINARY ENGINEERING											
	(903) CONSTRUCTION ENGINEERING											
	(904) RIGHT-OF-WAY											
	(905) ROADWAY											
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	4743		$9.00		$42,687.00	$0.00	$42,687.00	4743	4743	$42,687.00
0500	MOBILIZATION	LS	1		$1,200.00		$1,200.00	$0.00	$1,200.00	1	1	$1,200.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1		$900.00		$900.00	$0.00	$900.00	1	1	$900.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	30		$7.00		$210.00	$0.00	$210.00	30	30	$210.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	240		$0.90		$216.00	$0.00	$216.00	240	240	$216.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	320		$0.90		$288.00	$0.00	$288.00	320	320	$288.00
	CHANGE ORDER 1											
0354	PLANE ASPH CONC PAV (1")	SY	1169	0	$5.00	$0.00	$5,845.00	-$5,845.00	$0.00	0	0	$0.00
3035	BLADE LEVEL-UP (HOT MIX ASPHALT)	SY	4743	0	$1.50	$0.00	$7,114.50	-$7,114.50	$0.00	0	0	$0.00
251	REWORK BS MTL (TY D)(6")(DENS CONT)	SY		4743		$3.00	$0.00	$14,229.00	$14,229.00	4743	4743	$14,229.00
260	LIME (HYD, COM OR QK)(SLRY) OR QK (DRY)	TON		26.7		$150.00	$0.00	$4,005.00	$4,005.00	26.7	26.7	$4,005.00
260	LIME TRT (EXST MATL)(6")	SY		4743		$1.00	$0.00	$4,743.00	$4,743.00	4743	4743	$4,743.00
310	PRIME COAT (MC-30)	GAL		949		$3.00	$0.00	$2,847.00	$2,847.00	949	949	$2,847.00
529	CONC CURB & GUTTER(TY A)(VALLEY GUTTER)	LF		58	$30.00	$30.00	$0.00	$1,740.00	$1,740.00	58	58	$1,740.00
							$58,460.50	$14,604.50	$73,065.00		SUBTOTAL	$73,065.00
	(906) DRAINAGE											
					$0.00			$0.00			0	$0.00
					$0.00			$0.00			0	$0.00
					$0.00			$0.00			0	$0.00
					$0.00			$0.00			0	$0.00
					$0.00			$0.00			0	$0.00
					$0.00			$0.00			0	$0.00
					$0.00			$0.00			0	$0.00
											SUBTOTAL	$0.00

Monthly Totals:	**$73,065.00**
Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	**$73,065.00**
Drainage (906)	**$0.00**

Total to Date
Roadway (905) $73,065.00
Drainage (906) $0.00
Total $73,065.00

Prepared and Checked By:

Signature: _____
Printed Name: Jose A. Sanchez

Date: May 26, 2010

AI-21413 **23.E.1.**

BCAP-Pct 2-Round III-Road & Drainage Construction for McColl Subdivision Recommendation

CC REGULAR

Date:	06/08/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Requesting authority of the following for CAP-10-188-05-26 “Road & Drainage Construction for McColl Subdivision” a 3rd call BCAP Project with plans and specifications drafted by project engineer:

a. reject sole submitted bid received in as much as bid received was over budget;

b. requesting authority to re-advertise (with some items removed and will be done through precinct’s force account).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-122-454-0-733

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

BUDGETARY IMPACT:

Attachments

Link: ai requ 21413

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2010 05:02 PM	APRV
2	Budget & Management		06/04/2010 05:09 PM	PEND
3	Roland Garcia	Rolando Garcia	06/04/2010 02:41 PM	APRV
4	Auditor's Office	Linda Fong	06/04/2010 05:09 PM	APRV

Form Started By: Yvette Islas Started On: 05/28/2010 11:07 AM

Final Approval Date: 06/04/2010

From:	Agapito Vargas
To:	"Yvette Islas"; "Martha Salazar"
Cc:	"Valde "; "Eralio Palacios"; "Humberto Garza"; "Agapito Vargas"
Subject:	McColl Estates -
Date:	Friday, May 28, 2010 10:19:43 AM

Yvette, I discussed with Commissioner Palacios the low bid submitted Wednesday May 26th bid opening. I told Commissioner that there was one sole bid and that the bid amount exceeded that amount allocated for this project. Commissioner commented that some bid items were rather high. Commissioner directed me to reject the bid submitted and to re-advertise the project. For the re-advertisement, the precinct will probably remove some bid items that can be done by the precinct's force account.
Please let me know if you need any additional information.
Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI-21456 **23.F.1.**

BCAP Application for Payment No.2 (Final) - Hilda Subdivision No.2 Precinct No.3

CC REGULAR

Date:	06/08/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.3

Information

CAPTION

Approval of Application for Payment No. 2 (Final) in the amount of $41,400.90 from Valley Paving Inc., contracted vendor for Hilda Subdivision No. 2 as submitted by Javier Hinojosa Engineering, project engineer-(C-CAP-09-465-12-15).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-123-324-0-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #634895 as of 6/4/10 is $46,001.00.

Attachments

Link: Application for Payment No. 2 Final Hilda Subdivision No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/03/2010 02:41 PM	APRV
2	Purchasing Department	Marty Salazar	06/03/2010 02:55 PM	APRV
3	Budget & Management	Erika Zamora	06/03/2010 03:04 PM	APRV
4	Perla Lopez	Perla Lopez	06/04/2010 09:06 AM	APRV
5	Auditor's Office		06/04/2010 06:30 PM	NEW

Form Started By: Marcie Jackson Started On: 06/02/2010 11:40 AM

Final Approval Date: 06/04/2010

AI-21456 6/8/10 R

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: HIDALGO COUNTY (OWNER)
From: VALLEY PAVING, INC. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR HILDA SUBDIVISION NO. 2
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR HILDA SUBDIVISION NO. 2
Owner's Contract No. C-CAP-09-465-12-15 Engineer's Project No. 081103
For Work accomplished through the date of: May 14, 2010

1. Original Contract Price:		$100,200.10
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$100,200.10
4. Total completed and stored to date:		$100,200.10
5. Retainage (per Agreement):		
10% of completed Work:	$10,020.01	
_____ of stored material		
Total Retainage:		$10,020.01
6. Total completed and stored to date less retainage (4 minus 5)		$90,180.09
7. Less previous Application for Payments:		$48,779.19
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$41,400.90

6.1.10

Accompanying Documentation:

1. Application and Certification of Payment
2. Schedule of Values
3. Estimate Quantity Update Worksheet
4. List of Suppliers and Sub-contractors
5. Partial Waiver of Liens (Sub-contractors/suppliers
6. TxDot Form 252 Contract Time Statement
7. Payroll Report w/signed Wage Form

REQ# 169541 P.O.# 634895
0-1312-431-00-123-324-0-731→$25,716.75
<-2,571.68>=$23,145.07

REQ# 169541 P.O.# 634895
0-1312-431-00-123-324-0-733→$20,284.25
<-2,028.43>=$18,255.83

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 05/14/10

VALLEY PAVING, INC.
(CONTRACTOR)
By: _____
OSCAR CORDOVA
PRESIDENT
321 E. 2 MILE LN.
MISSION, TEXAS 78574

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 14th day of May.

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/24/10

JAVIER HINOJOSA ENGINEERING
(ENGINEER)
By: _____
Javier Hinojosa, P.E.

INVOICE RECEIVED BY: _____ ON 5/24/10
GOODS/SERVICES RECEIVED BY: _____ ON 5/24/10

Exhibit E-C

VALLEY PAVING, INC.	Contractor Name
02/24/10	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	2 (FINAL)
Application Date:	5/17/2010
Penod To:	3/25/10 - 5/14/10
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080324	Hilda Subd. No. 2	$ 100,200.10	$ -	$ 54,199.10	$ 46,001.00	$ -	$ 100,200.10	$ -	$ 10,020.01	$ 90,180.09	$ 48,779.19	$ 41,400.90
		$ 100,200.10	$ -	$ 54,199.10	$ 46,001.00	$ -	$ 100,200.10	$ -	$ 10,020.01	$ 90,180.09	$ 48,779.19	$ 41,400.90

VALLEY PAVING, INC — Contractor Name

2/24/2010 — Starting Date

Project Ending Date

ROAD & DRAINAGE - HILDA SUBD NO. 2 — Engineer's / County Project Description

Application No: 2 (FINAL)

Application Date: 5/17/2010

Period To: 3/25/10 - 5/14/10

Engineer's / County Project No: C-CAP-09-465-12-15

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																			
		HILDA SUBDIVISION NO. 2																			
1	100	Preparing ROW	STA	$ 505.00	12.82	$ 6,474.10	$ -	0.00	$ -	12.82	12.82	$ 6,474.10	0	12.82	$ -			$ -	$ 6,474.10	0.00	$ -
2	247	6" FLEX BASE (Compt in Place)	SY	$ 5.50	4160.00	$ 22,880.00	$ -	0.00	$ -	4,160.00	4160.00	$ 22,880.00	0	4,160.00	$ -			$ -	$ 22,880.00	0.00	$ -
3	251	Reworking BS Mtrl (DC)	SY	$ 2.00	4160.00	$ 8,320.00	$ -	0.00	$ -	4,160.00	4160.00	$ 8,320.00	0	4,160.00	$ -			$ -	$ 8,320.00	0.00	$ -
4	310	ASPH Matrl (MC-30)	GAL	$ 3.75	831.00	$ 3,116.25	$ -	0.00	$ -	-	0.00	$ -	831	831.00	$ 3,116.25			$ -	$ 3,116.25	0.00	$ -
5	340	ASPH Conc (TY D)(1 1/2")	SY	$ 5.75	3574.00	$ 20,550.50	$ -	0.00	$ -	-	0.00	$ -	3,574.00	3,574.00	$ 20,550.50			$ -	$ 20,550.50	0.00	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 150.00	3.00	$ 450.00	$ -	0.00	$ -	1.00	1.00	$ 150.00	2	3.00	$ 300.00			$ -	$ 450.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 12.50	60.00	$ 750.00	$ -	0.00	$ -	-	0.00	$ -	60	60.00	$ 750.00			$ -	$ 750.00	0.00	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 1.85	500.00	$ 925.00	$ -	0.00	$ -	500.00	500.00	$ 925.00	0	500.00	$ -			$ -	$ 925.00	0.00	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 0.50	500.00	$ 250.00	$ -	0.00	$ -	-	0.00	$ -	500	500.00	$ 250.00			$ -	$ 250.00	0.00	$ -
10		Relocate Mail Boxes	LS	$ 1,500.00	1.00	$ 1,500.00	$ -	0.00	$ -	0.50	0.50	$ 750.00	0.5	1.00	$ 750.00			$ -	$ 1,500.00	0.00	$ -
		Total Roadway HILDA SUBDIVISION NO. 2				$ 65,215.85			$ -			$ 39,499.10			$ 25,716.75			$ -	$ 65,215.85		$ -
		DRAINAGE																			
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 12.75	679.00	$ 8,657.25	$ -	0.00	$ -	-	0.00	$ -	679.00	679.0	$ 8,657.25			$ -	$ 8,657.25	0	$ -
12	530	Driveway (Concrete 3000 PSI)	SY	$ 42.00	166.00	$ 6,972.00	$ -	0.00	$ -	-	0.00	$ -	166.00	166.0	$ 6,972.00			$ -	$ 6,972.00	0	$ -
13	556	15" ADS Culvert Pipe	LF	$ 14.00	1050.00	$ 14,700.00	$ -	0.00	$ -	1,050.00	1050.00	$ 14,700.00	-	1,050.0	$ -			$ -	$ 14,700.00	0	$ -
14	556	18" RCP Culvert Pipe	LF	$ 18.25	140.00	$ 2,555.00	$ -	0.00	$ -	-	0.00	$ -	140	140.0	$ 2,555.00			$ -	$ 2,555.00	0	$ -
15	556	Safety End Treatment	EA	$ 525.00	4.00	$ 2,100.00	$ -	0.00	$ -	-	0.00	$ -	4.00	4.0	$ 2,100.00			$ -	$ 2,100.00	0	$ -
		Total Drainage HILDA SUBDIVISION NO. 2				$ 34,934.25			$ -			$ 14,700.00			$ 20,284.25			$ -	$ 34,984.25		$ -

Grand Total for Hilda Sub. No. 2: $ 100,200.10

APPROVED BY:

Javier Hinojosa P.E
Print Name

Signature

May 24, 2010
Date

Exhibit E-D

AI-21503 **23.G.1.**

Sole Source Declaration-PDSA Productivity Framework-District Attorney's Office

CC REGULAR

Date:	06/08/2010
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** District Attorney

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024(a)(7)"an item that can be obtained from only one source" in connection with the "PDSA .Net Productivity Framework V5.0" Hidalgo County District Attorney Office with Paul D Sheriff & Associates, Inc.;

b. Requesting approval of a "Sole Source Declaration" for " Paul D. Sheriff & Associates, Inc." including authority to purchase "PDSA .Net Productivity Framework V5.0-Haystack Code Generator License." in the amount of $10,000.00 through Requisition No. 175781.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1222-412-00-080-006-0-747

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

BUDGETARY IMPACT:

Funds available as of 06/04/10, refer to req. no 00175781.

Attachments

Link: Requisition

Link: Sole Source Letter

Link: PDSA Information

Link: Information

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/04/2010 10:48 AM	APRV
2	Budget & Management	Erika Zamora	06/04/2010 10:50 AM	APRV
3	Sylvia Solis	Sylvia Solis	06/04/2010 11:30 AM	APRV
4	Auditor's Office	Linda Fong	06/04/2010 05:08 PM	APRV

Form Started By: Darlene Betancourt Started On: 06/03/2010 01:17 PM

Final Approval Date: 06/04/2010

Requisition

Req # 00175781

PO #

Date: 05/17/10

Bill To: x
x

Vendor : 379581
PAUL D. SHERIFF & ASSOCIATES, INC.
17852 EAST 17TH ST. #205
TUSTIN CA 92780
FAX (714)734-9793

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: **ROXANA SEGOVIA**
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	PDSA .NET PRODUCTIVITY FRAMEWORK V5.0 - HAYSTACK CODE GENERATOR LICENSE	10,000.00	10,000.00
		Account No	Encumbrance	
		0-1222-412-00-080-006-0-747	10,000.00	
			Freight	.00
			Total	10,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Click to edit Hidalgo.Haystack code

Authorized By: _____

PAUL D. SHERIFF & ASSOCIATES, INC.

To: Dick Wade

From: Paul D. Sheriff

Date: April 21, 2010

Subject: Quote for PDSA Framework and Haystack Code Generator

Hello Wade

Thank you for your interest in the PDSA .NET Productivity Framework (V5.0) and the Haystack Code Generator for .NET (V7.0). Our tools are unique in the industry and can not be found from any other single source. You would need to purchase 4 other tools to get everything that is already contained within our two tools. Our tools are architected for today's fast-changing software environment and allow you to generate applications in a fraction of the time of other tools. Our Haystack Code Generator was actually built using our PDSA .NET Productivity Framework, so you know they work well together.

Below is your Request for Quote for the software, training and support. We sell these as one comprehensive package to ensure that you are successful in using our tools and getting your applications created quickly and easily.

Quote

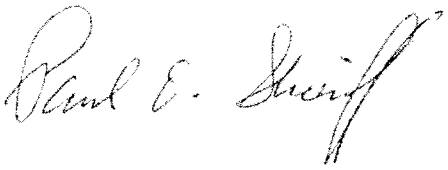
All prices are in US $ dollars.

Item	Cost
PDSA .NET Productivity Framework (V5.0)	$5,000 US (Single Developer License)
1 Day of Framework Training	FREE!
1 Haystack Code Generator license included with PDSA .NET Productivity Framework	FREE!
Paul Sheriff's Inner Circle IT Pro Membership for 8 developers.	FREE! ($999.99 value)
2 Days of .NET, WPF and Framework Training	$4,000
8 Hours of additional .NET Mentoring and Support	$1,000
Tax	None. All software is delivered over the web.
Total	**$10,000**

This quote and the associated prices will expire on **June 30th, 2010**. Prices and offers subject to change after this date.

Let me know if I can be of any additional assistance.

Sincerely,



Paul D. Sheriff

President, PDSA, Inc.

PSheriff@pdsa.com

(714) 734-9792 x224

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: June 08, 2010

RE: "Sole Source Declaration"- PDSA.Net Productivity Framework V5.0
Haystack Code Generator License with Paul D Sheriff & Associates, Inc.

Hidalgo County District Attorney's Office is in the process of updating the technologies involved in meeting the needs for greater compatibility with .NET 3.5 and 4.0 frameworks on which all the new operating systems and Office applications are built.

The Haystack Code Generator are unique in the industry and can only be obtained from PDSA, Paul D Sheriff & Associates, Inc.

Therefore, the purchase of a PDSA.Net Productivity Framework V5.0 Haystack Code Generator License through Paul D. Sheriff and Associates, Inc. is required so as to continue efficient productivity in the Hidalgo County District Attorney's Office.

From:	Martha Salazar
To:	"Tanya.Delira"; "Darlene Betancourt"
Subject:	FW: PDSA Productivity Framework Quote and Sole Source letter
Date:	Thursday, June 03, 2010 3:22:55 PM
Attachments:	FWProposal-2010-04-21.pdf PDSAFramework500Preview.pdf Haystack-Preview.pdf Flyer-Product-05-FrameworkCompetitionGrid.pdf PDSAFrameworkFeatureList.pdf PDSAFrameworkPaper.pdf JustifyingAFramework.pdf

---

From: James R. Wade [mailto:dick.wade@da.co.hidalgo.tx.us]
Sent: Thursday, June 03, 2010 12:45 PM
To: 'Martha Salazar'
Subject: FW: PDSA Productivity Framework Quote and Sole Source letter

Martha,

Here is what I submitted to Roxana and she sent to your folks. I send directly to you and ask that you note that the FWProposal document includes a quote that expired. It is the sole source declaration by PDSA, Inc. and we did obtain a fresh quote at the request of Tanya.

CompTIA Security+ Certified
100 N. Closner, Rm 303 | Edinburg, Texas 78539
(working out of Fort Worth, Texas)
4315 Balboa Drive | Fort Worth, Texas 76133
☎ Skype: james.r.wade

From: James R. Wade [mailto:dick.wade@da.co.hidalgo.tx.us]
Sent: Wednesday, April 21, 2010 6:00 PM
To: 'roy.cazares@da.co.hidalgo.tx.us'; 'roxana.segovia@da.co.hidalgo.tx.us'
Cc: 'rene.guerra@da.co.hidalgo.tx.us'; 'Rene Guerra'
Subject: PDSA Productivity Framework Quote and Sole Source letter

Roy and Roxana,

Attached is a proposal for a development framework, training and mentoring

and support. One day of the training will be on a Saturday in my office (no charge for travel since Paul Sheriff's father lives in Gradbury close by). The other two will be via WebEx session remotely. All software is delivered via web download, but the applications will be installed and will run on my computer and will interface with Microsoft Visual Studio which I use for development. I have also attached other supporting documents about the framework and its use for your reference. I have researched the options for a development framework and found this to be not only the best but the only one with the features it has which are substantial for rapid application development and testing.

Mr. Guerra has approved this purchase at this amount after my having described the nature and purpose and benefit of the application framework and training in it to get the jobs produced faster with less errors. I have sent and requested that the Vendor Application Form and W-9 be filled out and returned. I will forward the completed forms to you upon receipt. His firm does take purchase orders from government agencies. Please take whatever steps are required to purchase the items listed in the attached quotation as soon as possible.

This, like the Visual MaxFrame Professional framework that we purchased from VisionPace in past years for Visual FoxPro developement, is an application framework and code generator developed by Paul Sheriff and sold only by his company, PDSA, Inc. They are sole source and no other framework is available for development in Windows Presentation Foundation that has the robust features for rapid development in C# or Visual Basic using Microsoft SQL Server backend database. His firm is also a Microsoft Partner and has been doing development in the latest technologies for over 15 years.

The following District Attorney's Office internal applications will be redesigned and rebuilt and tested using the latest Microsoft Windows Presentation Foundation and Microsoft SQL Server technologies for greater scalability and maintainability than we now how have with Visual Fox Pro: Asset Forfeitures, CD Tracker, Child Welfare Removals, Employees, Juvenile Cases, Mental Commitments, Old Criminal Records, Protective Orders. Improvements in application design and features will be enabled and maintenance will be much easier than our old applications with this framework and development platform. If any one of these applications were developed by an outside firm, teams would do the development and the costs for each would range between $50,000 and $150,000 with delivery taking over a year. I believe that using this framework by PDSA, Inc. I can increase my development time and productivity by such a degree that I can begin delivery for testing of the first version of the first application within three to four months considering my many other responsibilities. Otherwise, it could take me several more years.

I also have issues with Visual FoxPro (which is no longer supported by Microsoft) that have caused some compatibility problems with Vista (I worked around them) and Windows 7 (I have worked around these as well but the "writing is on the wall" as they say for the near future).

Paul D. Sheriff was one of the presenters I sat under at the last VS Live event that I attended in Dallas year before last. He has been in the business since the days of Clipper and was one of the most reliable sources of good

information in the technical publications on development with Clipper when I was using that platform for database development.

Paul is also a Microsoft Regional Director for Southern California. The **Microsoft Regional Director** (RD) program is a community of independent developers, architects, trainers, and other professionals who form a vital link between Microsoft and the developer community. These technical experts provide insight and informed perspectives about Microsoft software development tools and technologies. Regional Directors are not Microsoft employees, nor are they monetarily-compensated by Microsoft.[1] They are recognized by Microsoft for their technical expertise[2]. Many Regional Directors are also Microsoft MVPs.

As of Spring 2008, there were approximately 50 Regional Directors in the United States and 120 Regional Directors worldwide. Microsoft selects Regional Directors in geographic areas based on customer and developer density. Although "regional" appears in their title, Regional Directors are not bound by any set geographic boundaries.[3] In fact, most travel to evangelize their technologies. You will find Regional Directors speaking at conferences such as Tech Ed, PDC, VSLive!, Dev Connections, Mix, PASS, and various user groups and Code Camps throughout the world.

By the way, here is a partial list of the North America Regional Directors. The ones who I've indicated by the red arrow are ones who I have email communication with and have sat under the instruction of at conferences I've attended in the past.

Below is a list of the industries, types of projects, and partial list of customers served by PDSA, Inc.

Industries

PDSA, Inc. has consulted in a wide variety of industries since 1991.

- Advertising
- Aerospace
- Apparel
- Automotive
- Banking
- Collectibles
- Education
- Civil Engineering
- Entertainment
- Finance and Business

- Food and Agriculture
- Government
- Health Care
- Hotel
- Industry Trade Organizations
- Insurance
- Legal
- Manufacturing
- Marketing
- Medical
- Natural Resources/Mining
- Pharmaceutical
- Public Sector
- Publishing
- Real Estate
- Retail
- Transportation
- ...and many more!

Solutions

We have created a wide variety of business solutions for our clients.

- Labor Accounting
- Inventory Control
- Workflow Management
- Business Management
- Help Center Tracking
- Student Enrollment
- Distributor / Supply Chain
- Web Content Management
- Financial Reporting
- Sales Management
- ...and many more!

Click here to see what our customers had to say about the work we did for them!

Case Studies

PDSA has developed many applications over the years. Check out our case studies to read about some of our success stories.

Customers

We are proud to have engaged with some of the finest companies in the United States.

- Allergan
- UCLA Extension
- Bourns, Inc.

- CAMECO
- Kaiser Permanente
- Russ Reid Company
- Microsoft
- WonderWare
- Major Motion Picture Studios
- Boeing
- PCV / Murcor
- Kawasaki Motors
- McCann Erickson
- Molina HealthCare
- Collectors Universe
- 20th Century Fox
- Transamerica
- City of Hope
- Sir Speedy / PIP Printing
- SEMA
- Quick Test/Heakin Research, Inc.
- Access Services, Inc.
- CalOptima
- Pool Engineering
- PetCo
- Collectors Universe
- Zynx Health
- City of Menlo Park
- ...and many more!

Below is Paul Sheriff's email signature for reference:

Paul D. Sheriff
President
PDSA, Inc.
Microsoft Regional Director, Southern California
www.pdsa.com | (714) 734-9792, ext. 224

PDSA, Inc. is a Microsoft Partner in Southern California.
We specialize in Architecture Planning & Assessment, Custom Software Development, .NET and SQL Server.

» Check out Paul Sheriff's Inner Circle: www.PaulSheriffInnerCircle.com
» Need Consulting? Call us at : (714) 734-9792.
» Sign up for .NET tips and Tricks: http://www.pdsa.com/Signup
» Blog: http://weblogs.asp.net/psheriff
» Books : www.pdsa.com/ebooks
» Check out Paul's music: www.MusicEvolve.com
» Looking for a Download? www.pdsa.com/downloads

Let me know if you need anything else.

Thanks,

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4315 Balboa Drive | Fort Worth, Texas 76133
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Haystack Code Generator for .NET Version 7.0

The Haystack Code Generator for .NET (formerly known as the PDSA .NET Data Access Class Generator) allows developers to create classes to perform all CRUD (Create, Read, Update, Delete) actions against a database engine such as SQL Server or Oracle. Haystack is a template-driven code generator, meaning you can modify how code is generated by customizing pre-defined templates or by creating your own templates. Haystack has many pre-defined templates and the template language syntax is very straight-forward so you can modify them quickly and easily. Haystack is developed using the latest version and features of .NET to ensure that it is fast and easy to use.

Differences from DACGen Version 6.x

There are so many differences, that it is hard to even know where to start. This version is completely re-written using .NET 3.5/4.0. Below is a short list of the new features.

1. Provider-model driven
2. All templates stored in .TXT files instead of in an MDB file
    a. Allows for better source code control
    b. Easier customization
3. All new generation engine makes template customization much simpler
4. Completely new data model and validation model
    a. Can now separate how data is loaded from the validation
    b. The validation model can be used with any data methodology, it is not dependent on the data layer at all
5. Support for generating XML data classes.
6. Support for generating WPF, Silverlight and ASP.NET add, edit, delete forms.
7. Service Oriented Architecture (SOA) model
8. New flag supports dynamic SQL and stored procedure generation usage in the same class

Of course, there is much more in this new version as well.

Robust Data and Validation Model

Our data model and validation system, by default, generate the following classes:

1. Data transfer object (useful for WCF applications)
2. Validation class (automatic generation of validation rules picked up from your database table)
3. Business logic class (a place for you to add your own custom validation rules)
4. Data access class (CRUD (Create, Read, Update, Delete) logic)

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Our data access classes use a provider based data layer so switching from one database engine to another is quick and easy. No code required!

Haystack provides a unique, flexible approach to data access, validation and business logic. Using the templates provided with Haystack, the tool creates an "entity" class (or data transfer class) that just represents data (no methods), a set of data access classes that are used to populate that entity class, and a set of validation classes used to validate the data in the Entity class prior to submitting the data to the database. Of course, Haystack supports full generation of both C# and Visual Basic.

SOA Model

Haystack can generate classes that support an SOA model using Windows Communication Foundation (WCF).

WPF Window/User Control Generation

We have templates to support WPF Window and User Control Generation using a Model-View/View-Model architecture. We give you a complete set of data classes hooked up to a complete set of WPF user controls for an add/edit/delete window in WPF.

Silverlight User Control Generation

We have templates to support Silverlight User Control Generation using a Model-View/View-Model architecture. We give you a complete set of data classes hooked up to a WCF service that allows you to interact with the generated Silverlight User Controls.

XML File Data and Validation Model

If you do a lot of XML file processing you will appreciate Haystack's XML data access class generation. Just like data classes for database tables you have the ability to read element-based XML files and create validation and data access classes to read and write XML files. Now, creating a CRUD application for your XML files is just as easy as for your database tables.

Dynamic SQL / Stored Procedures

All data class generation support Dynamic SQL and/or Stored Procedures. You may choose one or the other, and you can even choose both. Whether using dynamic SQL or stored procedures, command parameters are used for the passing of parameters. This ensures consistency between the two methods and eliminates potential SQL injection attacks.

Settings Storage

All generation templates are stored in text files. All Haystack default settings are stored in XML files. All your schema data and property settings are stored in a SQL Server 2005/2008 or SQL

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Server Express 2005/2008 database. Access to your property settings is managed using a provider model that makes switching project storage very easy. By using text and xml files you get many benefits:

1. Versioning and management of templates using source control.
2. Ensures consistency among developers by centralizing templates and settings.
3. Saving your project settings in a database engine gives you speed and a central backup option.

Licensing

Haystack Version 7.0 is licensed for a single-user on a single machine. This model allows users to purchase additional copies of Haystack and register their copy all via the internet.

Supported Platforms

Haystack is designed to work with the following technology stack.

- Visual Studio 2008/Visual Studio 2010
- Microsoft .NET 3.5 and Microsoft .NET 4.0
- SQL Server 2005 / 2008 for storage of Haystack meta-data
- SQL Server 2000 and above can be used to generate code from.

Of course, the templates can be customized to support previous versions of .NET and Visual Studio, as well.

Future Enhancements

PDSA will provide support for Oracle 10x shortly after shipping version 7.0.

Migration of Old DACGen Projects

At this time, we are not sure of the migration path of projects from prior versions of our DACGen. Of course, there is nothing wrong with keeping your old data classes as they work quite well. In addition, the old classes use a different DLL and namespace from your newly generated classes, so you can use the old classes and new classes within the same project.

Sample Screens

Below are some examples of what the new version will look like. Of course, at this point, these are subject to change, but this should be fairly close to what it will look like.

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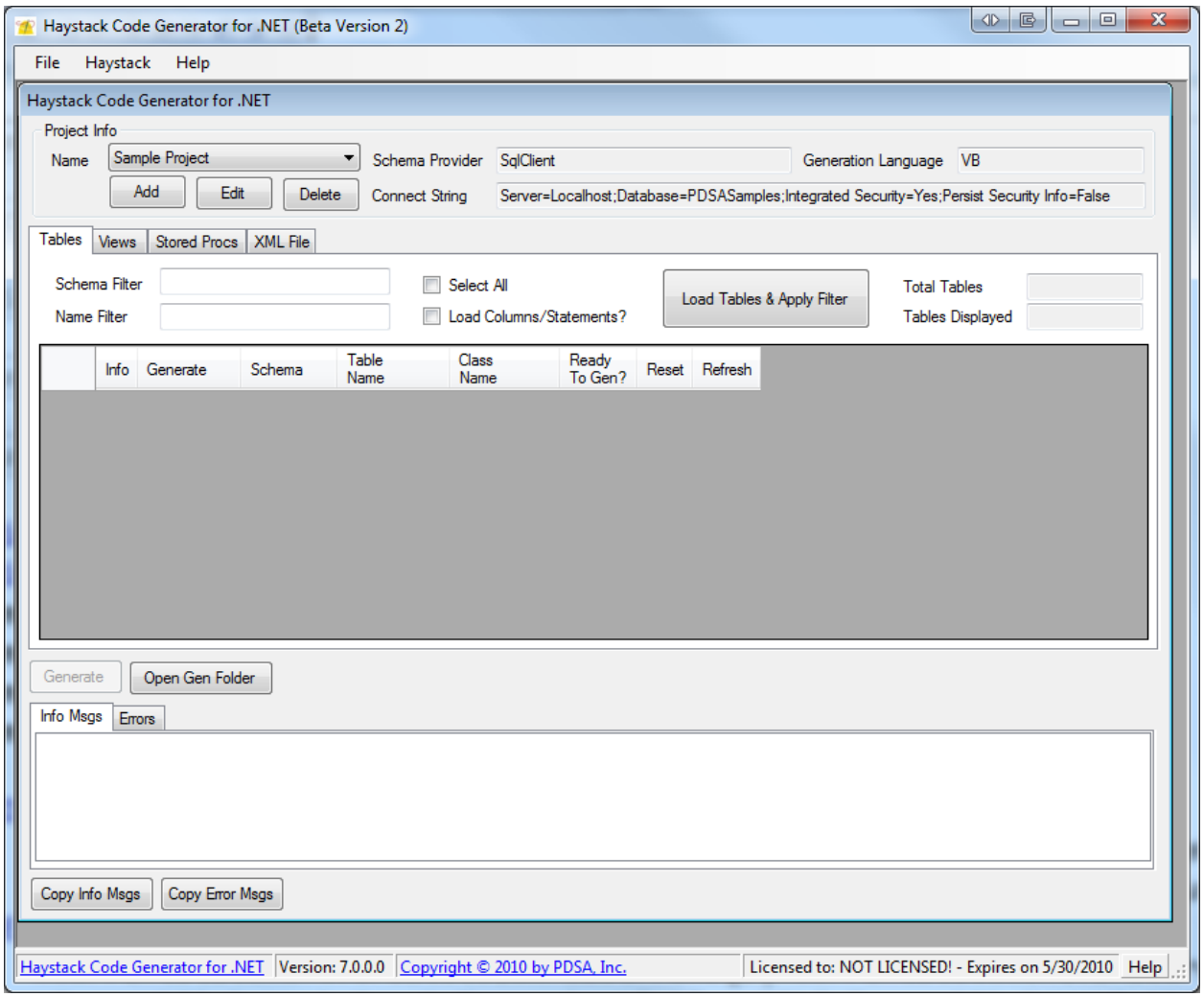
Schema Display Screens

You now have the ability to filter the tables, views and stored procedures you read in by schema or the name of the object.



Sample CRUD Generation Screens

After selecting an object, all columns, selects, where clauses, order by, insert, update, delete and row count statements are pre-generated. All these statements are generated from templates, so modifying them can be done prior to, or after this screen is displayed.

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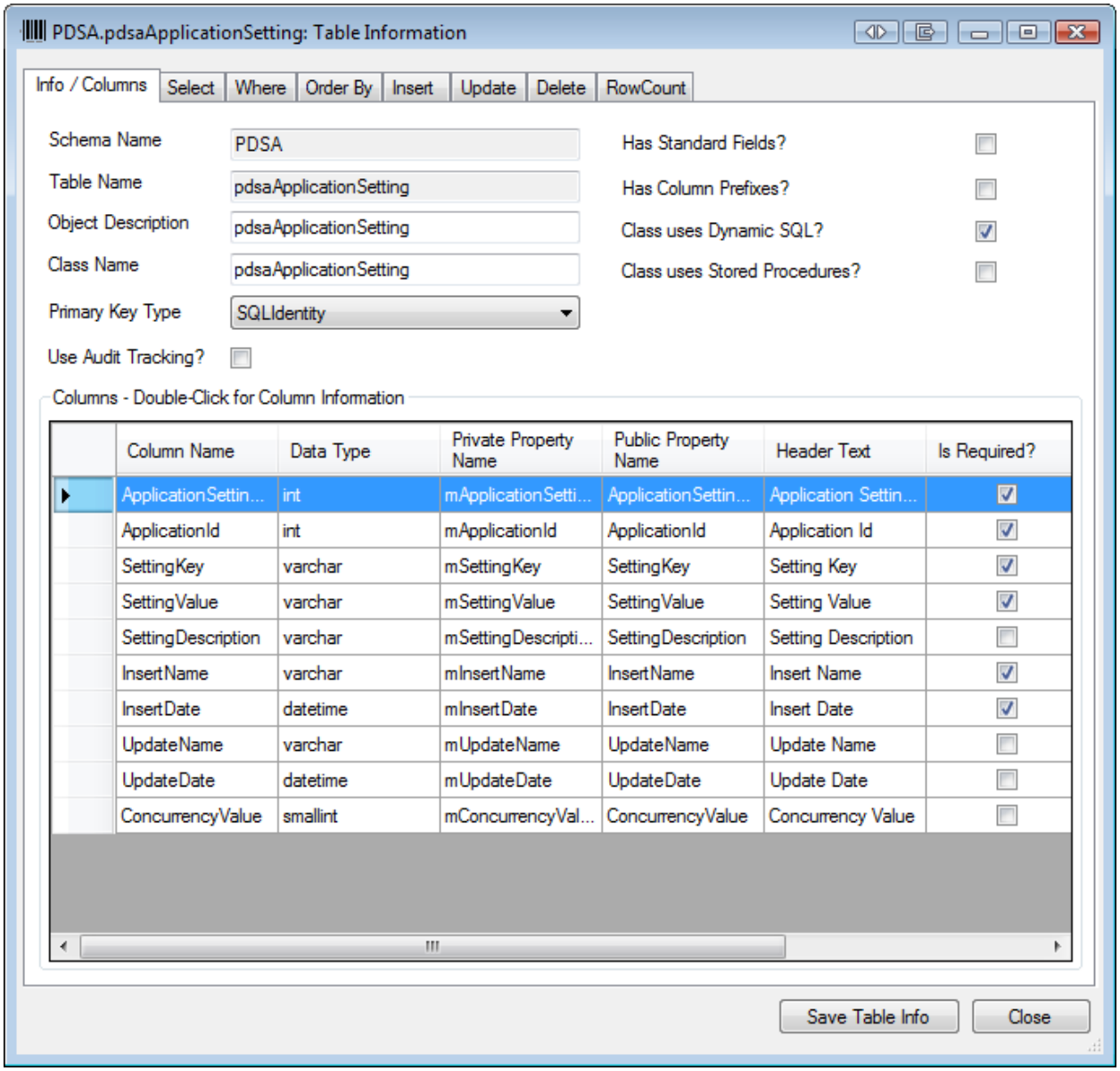

Below is an example of how the SELECT statements look in Haystack.

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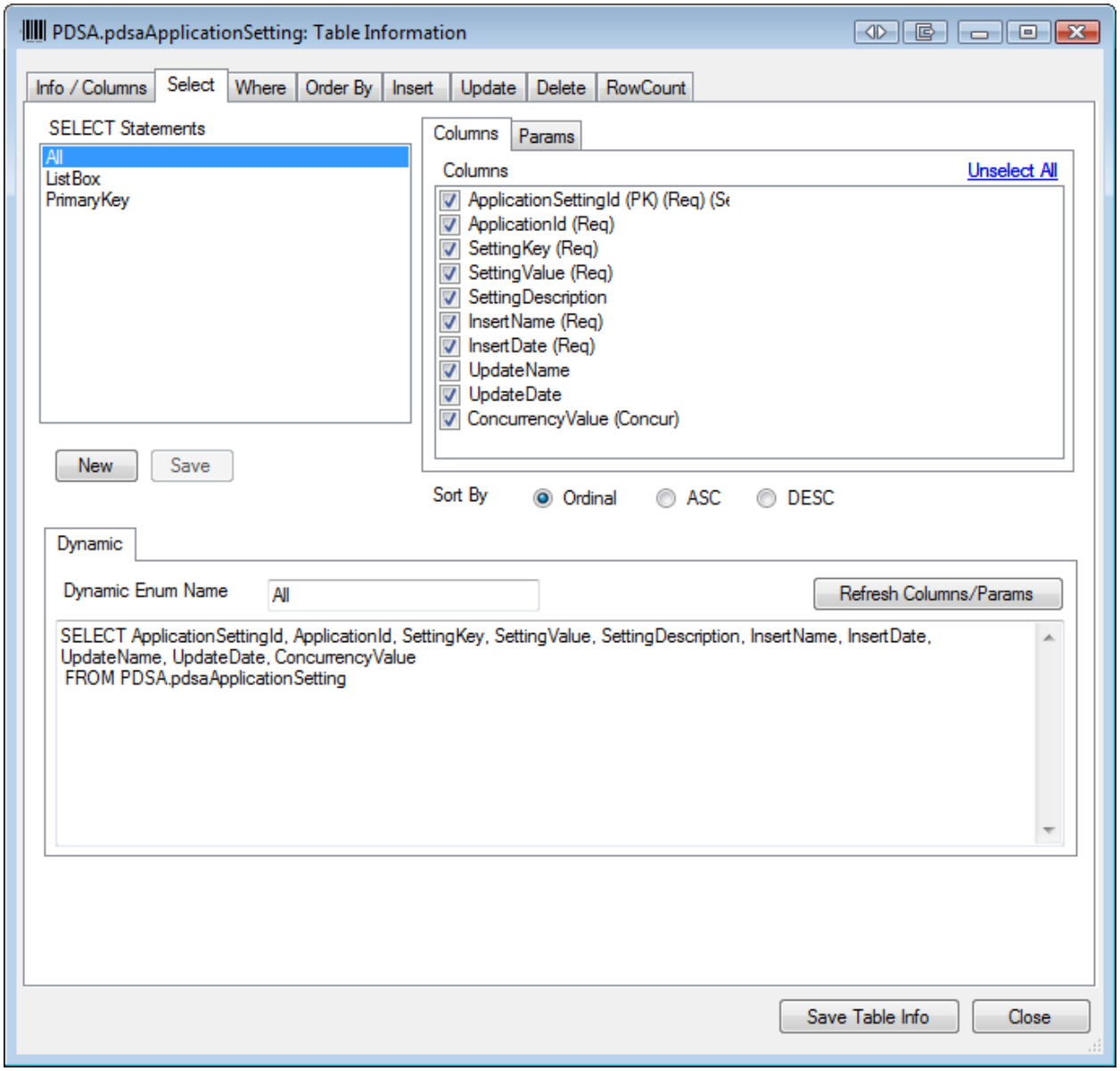

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For More Information

Got a problem? Call us for a free analysis of your requirements to see what products or services may be the best fit for you. Our business acumen coupled with our technical and practical experience enables us to help you meet your business goals on time and within budget.

PDSA provides solutions for the real world. We offer a full range of products and services:

- Custom Software Development
- Training and mentoring
- Application, security and database audits
- Specialized partnering
- Business process engineering
- Proven software development methodology
- Technical excellence in Visual Studio, SQL Server, Web/Desktop/Services
- A full range of productivity products

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