

AI-21910

6.D.

Claim of Alma Solis

CC REGULAR

Date: 07/13/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Alma Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2010 03:55 PM	APRV
2	Auditor's Office	Angela Garcia	07/09/2010 05:13 PM	APRV

Form Started By: Aida Alvarez
Started On: 07/02/2010 03:32 PM
Final Approval Date: 07/09/2010

AI-21968

6.E.

Cause #M-09-CV-304

CC REGULAR

Date: 07/13/2010

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Closed Session

Information

CAPTION

Cause No. M-09-CV-304; Francisco Madrigal v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2010 03:39 PM	APRV
2	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 07/08/2010 03:02 PM

Final Approval Date: 07/09/2010

AI-21911

7.D.

**Claim of Alma Solis
CC REGULAR**

Date: 07/13/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Alma Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/02/2010 03:55 PM	APRV
2	Auditor's Office		07/09/2010 05:13 PM	NEW
Form Started By: Aida Alvarez			Started On: 07/02/2010 03:34 PM	
Final Approval Date: 07/09/2010				

AI-21969

7.E.

Cause No. M-09-CV-304

CC REGULAR

Date: 07/13/2010

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Open Session

Information

CAPTION

Cause No. M-09-CV-304; Francisco Madrigal v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2010 03:39 PM	APRV
2	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 07/08/2010 03:03 PM

Final Approval Date: 07/09/2010

AI-21958

10.B.

**Tax Resales
CC REGULAR**

Date: 07/13/2010
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: [REQUEST](#)

Link: [ORDER](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/08/2010 10:11 AM	APRV
2	Perla Lopez	Perla Lopez	07/09/2010 08:34 AM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Monica Badillo
Started On: 07/08/2010 10:01 AM
Final Approval Date: 07/09/2010

TAX RESALE BIDS

Hidalgo County

Perdue, Brandon, Fielder, Collins & Mott, LLP

Attorneys At Law

In Association With The

Law Office of John David Franz

HIDALGO COUNTY

TAX RESALE

No.	Suit Number	Legal Description	Account Number	Opening Bid	Amount of Bid	Amount for County	School District
1	T-455-07-E	LOT 44, BEAMSLEY SUBD.	B2035-00-000-0044-00	\$35,760.00	\$16,200.00	\$2,871.64	PSJA ISD
2	T-377-06-H	LOT 11, HAVANA LOMAS SUBDIVISION, UNIT 2, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 133, MAP RECORDS OF HIDALGO COUNTY, TEXAS.	H1650-02-000-0011-00	\$34,961.19	\$25,000.00	\$5,973.73	La Joya ISD
3							

Property No. 1

T-455-07-E

Perdue, Brandon, Fielder, Collins & Mott, LLP

Attorneys At Law

In Association With The

Law Office of John David Franz

ANALYSIS OF THE BID RECEIVED

FOR TAX RESALE PROPERTY

Cause No.: T-455-07-E; Pharr-San Juan-Alamo Independent School District, City of Pharr and South Texas College vs. Matilde Degollado (Dec'd)

Account No: B2035-00-000-0044-00

Legal Description: LOT 44, BEAMSLEY SUBD.

Property Location: 1401 Eisenhower St.

Date of Judgment: January 15, 2009

Date of Tax Sale: May 5, 2009

Date of Sheriff's Deed Recorded: July 1, 2009

Date Private Bid Received: June 8, 2010

Judgment Amount: \$27,114.17

Tax Sale Costs: \$2,287.00

Bid Amount: \$16,200.00

Current Appraised Value: \$48,443.00

Judgment Value: \$48,443.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Hidalgo County & Hidalgo County Drainage District #1	\$5,596.91	21%	\$2,871.64
City Of Pharr	\$3,542.40	13%	\$1,817.04
Pharr-San Juan-Alamo ISD	\$16,729.40	62%	\$8,584.32
South Texas ISD	\$389.81	1%	\$200.35
South Texas College	\$855.65	3%	\$439.65

Comments: Subject to 2010 taxes prorated. Any unpaid taxes for 2009 and prior years need to be written off.

Prospective Buyer: Consuelo C. Lozano, 801 E. Daffodil, Pharr, TX 78577

Carsonmap.com

Property Information And Detailed Maps Since 1955

Hidalgo County, Tx.

[New Search](#) | [Log Out](#)

Property Details	
Account Number	B2035-00-000-0044-00
Property ID	R583811
Owner Name and Address	DEGALLADO, MATILDE 611 W HAWK ST PHARR, TX 78577-3763
Property Address	1401 EISENHOWER ST
Lot / Block	44 /
Legal Description	BEAMSLEY LOT 44
Tax Jurisdictions	CAD CPR DR1 GHD JCC R12 SPA SST
Exemptions (Exemp. Codes)	

Property Values	
Land Value	\$48,443.00
Improvement Value	\$0.00
Agriculture Value	\$0.00
Assessed Value	\$48,443.00
Market Value	\$48,443.00
Homestead Cap	\$0.00
Appraised Value	\$48,443.00

Estimated Taxes

Tax Jurisdictions		Tax Rate	Amount
CPR	City of Pharr	0.00638120	\$309.12
DR1	Drainage Dist. No. 1	0.00049200	\$23.83
GHD	Hidalgo County	0.00590000	\$285.81
JCC	South Texas Community College	0.00154000	\$74.60
R12	Road District No. 12	0.00000000	\$0.00
SPA	Pharr-San Juan-Alamo	0.01211300	\$586.79
SST	South Texas ISD	0.00049200	\$23.83
Total Taxes Without Exemptions			\$1,304.00

Improvement Details (Improvement Code Legend)

Segment Type	Built	Sq Ft	Foundation	Ext Wall	Roof Style	Fireplace	Bedrooms	Baths
No data available!								

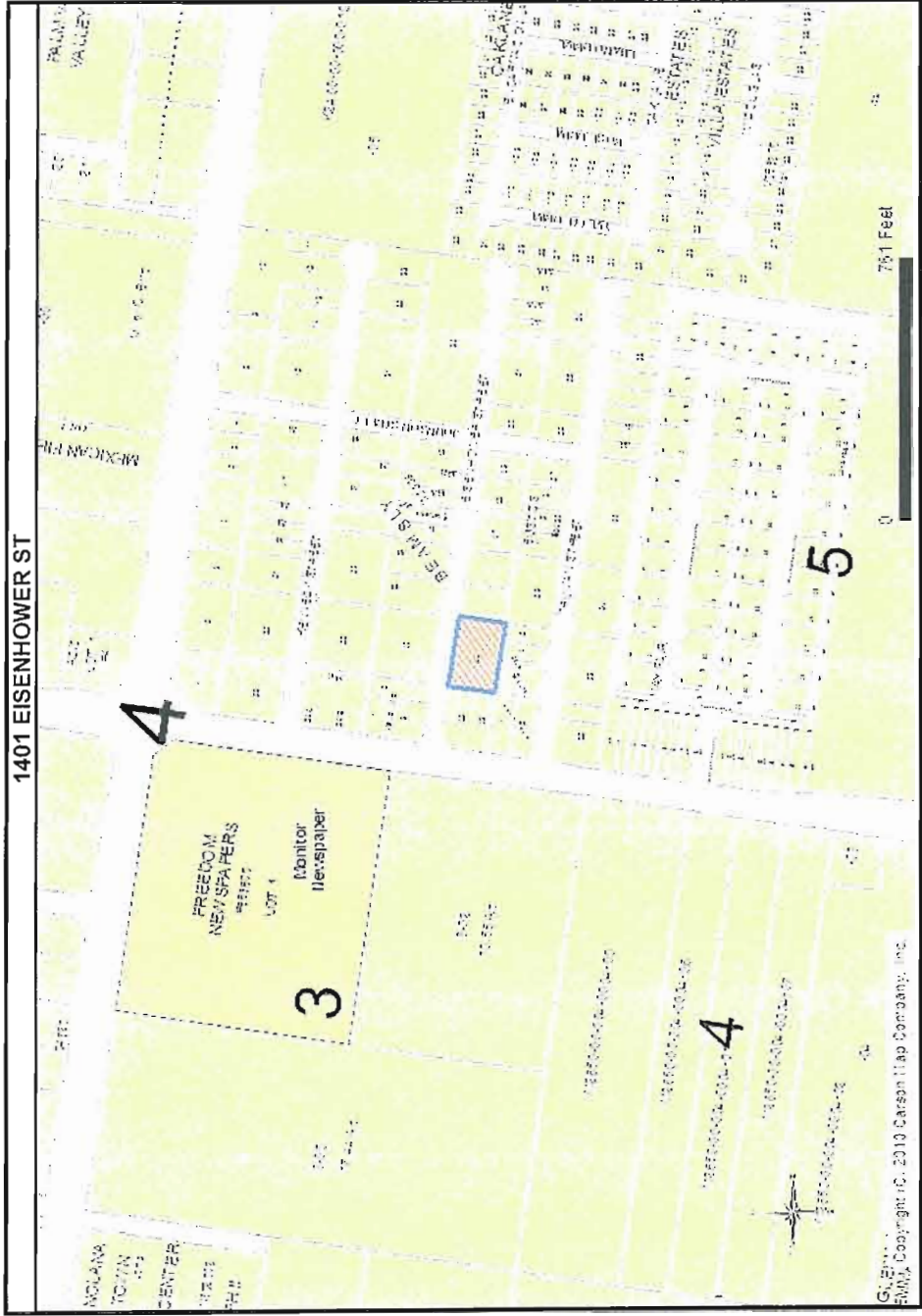
Land Details						
Land Type	Land Sq Ft	Homesite	Land Value	Acres	Frontage	Depth
C1	28496		\$48,443.00		208	137

Sale Information			
Date	Vol	Page	Price
			\$0.00

Map Download
Found 3 map pages.
Map # 3637
Map # 3637 Beamsley
Map # 7711 Beamsley Lot 62 Replat

Carson Map Company GIS Map	
GIS Map	Map It!

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T455-07-E



Property No. 2

T-377-06-H

Perdue, Brandon, Fielder, Collins & Mott, LLP

Attorneys At Law

In Association With The

Law Office of John David Franz

ANALYSIS OF THE BID RECEIVED

FOR TAX RESALE PROPERTY

Cause No.: T-377-06-H; La Joya Independent School District, South Texas College and Hidalgo County vs. Leonel Diaz a/k/a Leonel Flores Diaz a/k/a Leonel F. Diaz, et al.

Account No: H1650-02-000-0011-00

Legal Description: LOT 11, HAVANA LOMAS SUBDIVISION, UNIT 2, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 21, PAGE 133, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Property Location: SW Expressway 83, Near Havana, Texas

Date of Judgment: August 14, 2007

Date of Tax Sale: August 4, 2009

Date of Sheriff's Deed Recorded: June 15, 2010

Date Private Bid Received: June 11, 2010

Judgment Amount: \$29,289.65

Tax Sale Costs: \$1,546.00

Bid Amount: \$25,000.00

Current Appraised Value: \$54,170.00

Judgment Value: \$76,934.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Hidalgo County & Hidalgo County Drainage District #1	\$7,461.37	25%	\$5,973.73
La Joya ISD	\$19,470.80	66%	\$15,592.22
South Texas ISD	\$551.70	2%	\$440.94
South Texas College	\$1,085.78	6%	\$1,447.11

Comments: Subject to 2010 taxes prorated. Any unpaid taxes for 2009 and prior years need to be written off.

Prospective Buyer: Juan J. Chavez, d/b/a Zuma Ventures, Inc., 4301 Canadian Lane, Mission, TX 78572

Carsonmap.com

Property Information And Detailed Maps Since 1955

Hidalgo County, Tx.

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Property Details	
Account Number	H1650-02-000-0011-00
Property ID	R187544
Owner Name and Address	DIAZ, LEONEL & MARIBEL S 115 S CUMMINGS AVE MISSION, TX 78572-5203
Property Address	SW EXPRESSWAY 83
Lot / Block	11 /
Legal Description	HAVANA LOMAS #2 LT 11
Tax Jurisdictions	CAD DR2 GHD JCC R01 SLJ SST
Exemptions (Exemp. Codes)	

Property Values	
Land Value	\$23,151.00
Improvement Value	\$31,019.00
Agriculture Value	\$0.00
Assessed Value	\$54,170.00
Market Value	\$54,170.00
Homestead Cap	\$0.00
Appraised Value	\$54,170.00

Estimated Taxes

Tax Jurisdictions		Tax Rate	Amount
DR2	Drainage Dist. No. 2	0.00000000	\$0.00
GHD	Hidalgo County	0.00590000	\$319.60
JCC	South Texas Community College	0.00154000	\$83.42
R01	Road District No. 1	0.00000000	\$0.00
SLJ	La Joya ISD	0.01252000	\$678.21
SST	South Texas ISD	0.00049200	\$26.65
Total Taxes Without Exemptions			\$1,107.88

Improvement Details (Improvement Code Legend)								
Segment Type	Built	Sq Ft	Foundation	Ext Wall	Roof Style	Fireplace	Bedrooms	Baths

No data available!

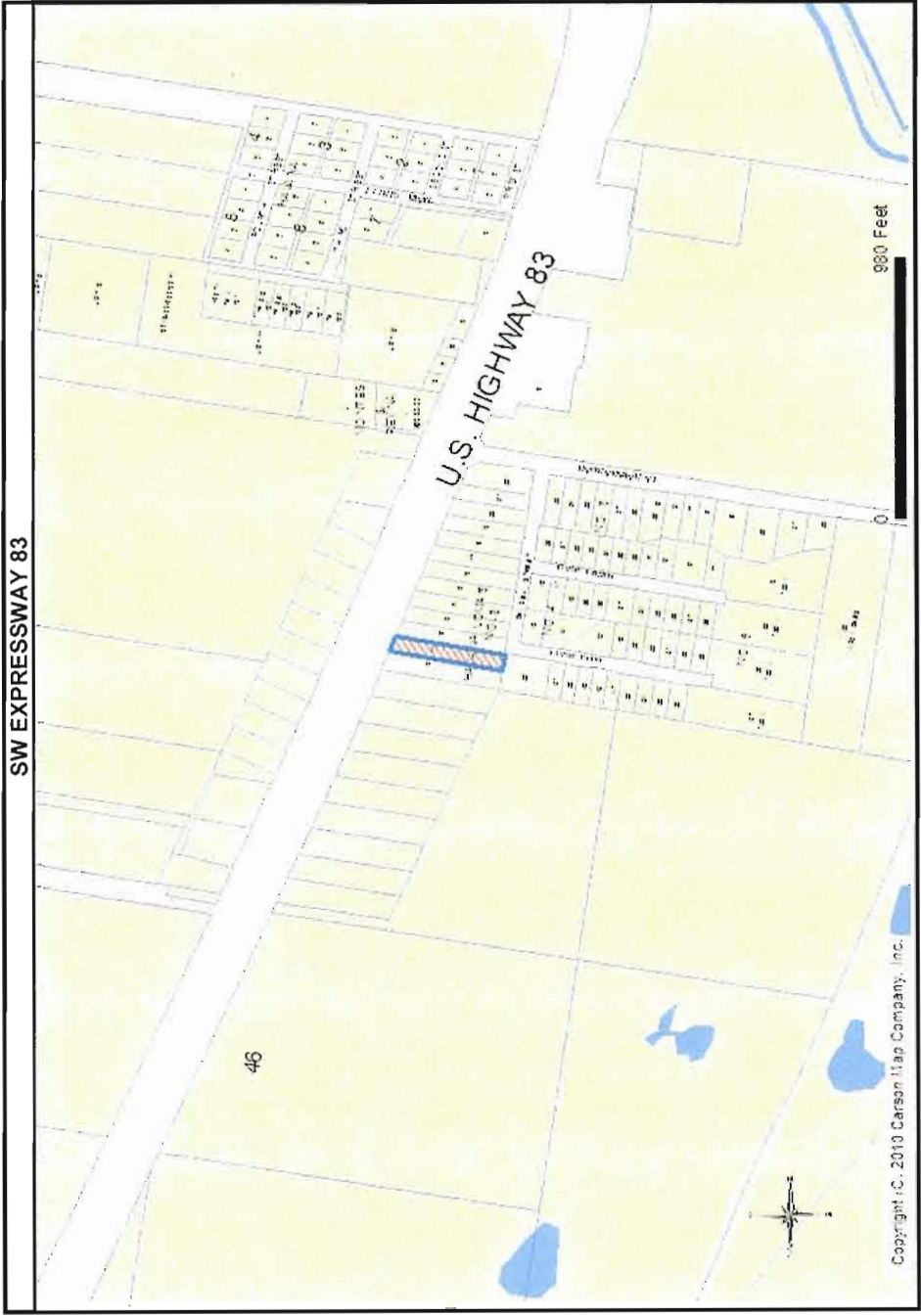
Land Details						
Land Type	Land Sq Ft	Homesite	Land Value	Acres	Frontage	Depth
F1	25723		\$23,151.00		61.1	421

Sale Information			
Date	Vol	Page	Price
01/20/1989	2704	669	\$0.00
			\$0.00
	2241	501	\$0.00

Map Download
Found 2 map pages.
Map # 1408
Map # 1408 Havana Lomas 2

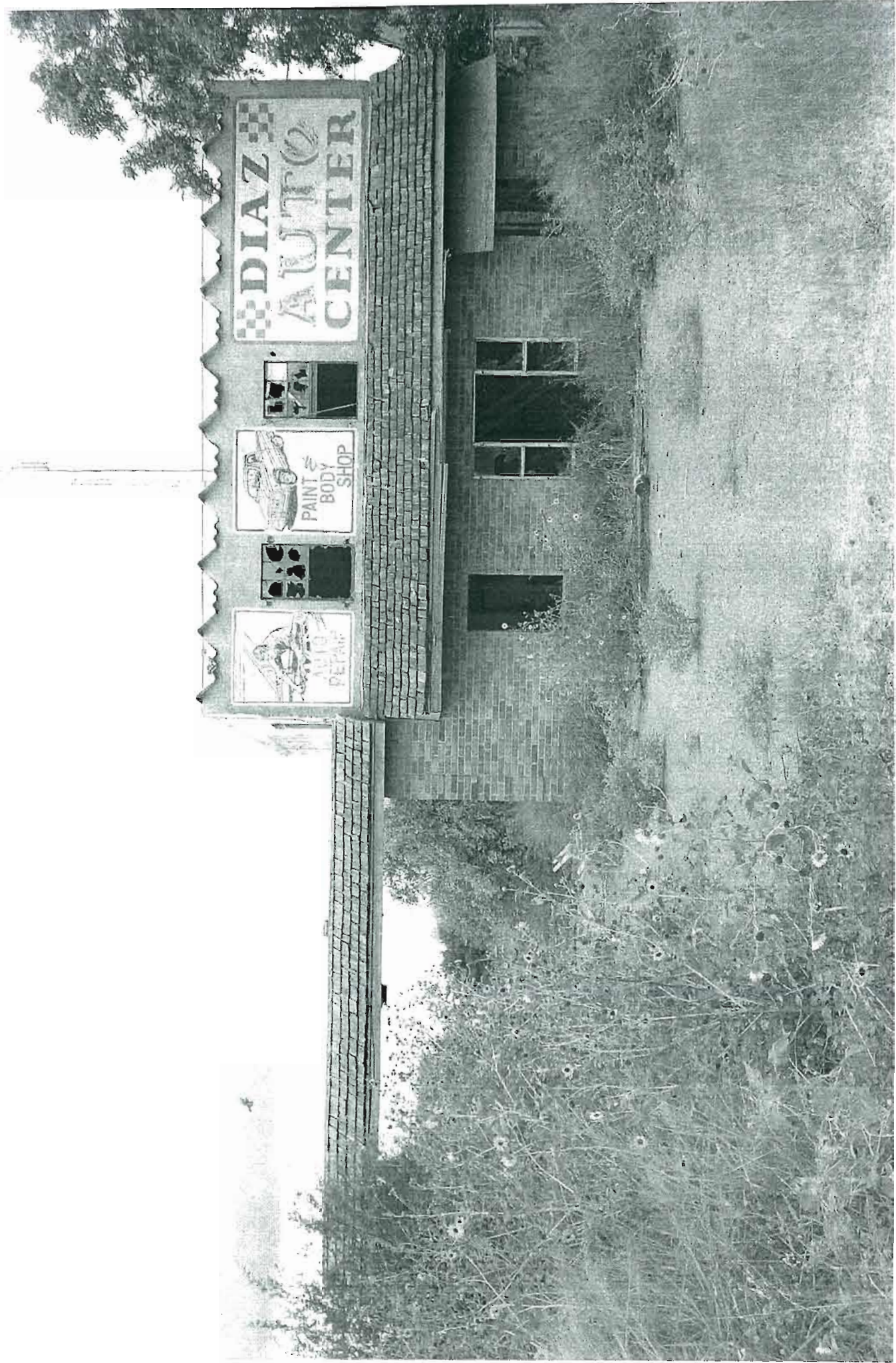
Carson Map Company GIS Map	
GIS Map	Map It!

[New Search](#) | [Log Out](#)





T-377-06-H



ORDER OF THE COMMISSIONERS' COURT OF
HIDALGO COUNTY, TEXAS

On the 13th day of July, 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 Presiding Commissioner 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 13th day of July, 2010.

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

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Exhibit “A”

(Tax Resale Properties)

AI-21955

10.C.

**SOP for Disposal of American Flag
CC REGULAR**

Date: 07/13/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Emilio de los Santos
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of Standard Operating Procedure (SOP) for Proper Disposal of American Flag

BACKGROUND

Fiscal Impact

Attachments

Link: [sop](#)

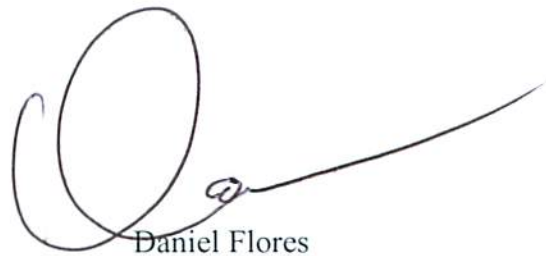
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2010 04:50 PM	APRV
2	Auditor's Office		07/09/2010 05:13 PM	NEW
Form Started By: Monica Badillo			Started On: 07/07/2010 04:40 PM	
Final Approval Date: 07/09/2010				

To: Valde Guerra, Executive Officer, Hidalgo County Commissioner Court
From: Daniel Flores, Building Maintenance Manager, Facilities Management
Date: June 30, 2010
Re: Recommendation, Standard Operating Procedures (SOP) for Proper Disposal of American Flag

The Hidalgo County Veterans Services suggests the following procedures be adapted by Hidalgo County for proper disposal of American Flag. (see attached)

Hidalgo County Facilities Management concurs with recommendation from the Veterans Services.



Daniel Flores

RECEIVED

OFFICE OF EXECUTIVE OFFICER
ON: 6/30/10 BY: 



VETERANS SERVICES County Of Hidalgo

County Judge

Hidalgo County Veterans Services suggests the following procedures for proper disposal of American Flags.

Standard Operating Procedure (SOP) for Proper Disposal of American Flag

According the U.S. Flag Code, "The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.

The county of Hidalgo will perform the above mentioned in the following procedure:

- I. The designated day for proper disposal of the flags is set for Flag Day, June 14th.
- II. Flags that are in worn out condition, such as tattered, faded, or torn, will be delivered to the Hidalgo County Facilities Management for storage until Flag Day.
- III. Approximately one week prior to Flag Day, flags will be delivered to the Hidalgo County Veterans Services Office
- IV. The Hidalgo County Veterans Services Office will contact a Veterans Service Organization (VSO) such as the American Legion, Veterans of Foreign Wars, or Boy & Girl Scouts of America, to conduct the proper disposal of the flags through ceremony.

Sincerely,

Emilio De Los Santos, Director
Hidalgo County Veterans Services

AI-21943

10.D.

Sale and Delivery of CO'S 2010A

CC REGULAR

Date: 07/13/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Consider and approve order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Series 2010A; payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and a limited pledge (never to exceed \$1000) from the surplus net revenues from the operation of the County's parks as authorized pursuant to Chapter 320, local government code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sale of the certificates; and making other provisions regarding such certificates and matters incident thereto.

BACKGROUND

Order to be provided by Bond Counsel at Commissioners' Court meeting.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/08/2010 10:10 AM	APRV
2	Perla Lopez	Perla Lopez	07/08/2010 11:03 AM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 07/07/2010 02:37 PM
Final Approval Date: 07/09/2010

AI-21972

10.E.

**State Farm Insurance Settlement Agreement
CC REGULAR**

Date: 07/13/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Comm. Court Executive Office

Information

CAPTION

1. Approval to accept settlement agreement with State Farm Insurance for \$11,131.94 to settle auto accident with County vehicle. (Facilities Management Dept.)
2. Approval to authorize Judge Rene A. Ramirez to sign Power of Attorney form for title purposes to State Farm Insurance.

BACKGROUND

Acct. 0-1100-360-00-000-005-0-000
DOL 6/8/10

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2010 04:26 PM	APRV
2	Erika Zamora	Erika Zamora	07/09/2010 04:07 PM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Aida Alvarez
Started On: 07/08/2010 04:15 PM
Final Approval Date: 07/09/2010

AI-21942

10.F.

**Sale & Delivery of CO'S 2010B
CC REGULAR**

Date: 07/13/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Consider and approve order authorizing issuance, sale and delivery of Hidalgo County, Texas Certificates of Obligation, Taxable Series 2010B (Build America Bonds - Direct Payment); payable from the levy of a direct and continuing annual ad valorem tax within the limits prescribed by law and limited pledge (never to exceed \$1000) from the surplus net revenues from the operation of the County's parks as authorized pursuant to Chapter 320, local government code; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; authorizing the use of an official statement to be used in connection with the sales of the certificates; and making other provisions regarding such certificates and matters incident thereto.

BACKGROUND

Order to be provided by Bond Counsel at Commissioners' Court meeting.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/08/2010 10:10 AM	APRV
2	Perla Lopez	Perla Lopez	07/08/2010 11:00 AM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 07/07/2010 02:36 PM
Final Approval Date: 07/09/2010

AI-21957

11.A.

**South Texas Vo-Tech Affiliation Agreement
CC REGULAR**

Date: 07/13/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Constables

Information

CAPTION

Constable Pct. #4:
Approval of Affiliation Agreement between South Texas Vo-Tech and Hidalgo County
regarding educational program (internship)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
NO BUDGETARTY IMPACT TO COUNTY.

Attachments

Link: [agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	07/08/2010 10:06 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/08/2010 01:29 PM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Monica Badillo
Started On: 07/08/2010 09:45 AM
Final Approval Date: 07/09/2010



AFFILIATION AGREEMENT

This Affiliation Agreement ("agreement") is made and entered into this 5 day of May, 2010 (the "effective date") by and between South Texas Vo-Tech (the "school" or "college"), a proprietary for-profit educational organization and Hidalgo, Texas a Texas governmental entity.

RECITALS

WHEREAS, the school offers an educational program in the field of Paralegal Assistant.

WHEREAS, Hidalgo County Constable operates a facility or business capable of providing a practical learning experience for students enrolled in the Paralegal Assistant program at the school and desires to utilize the school's students at the facility or business.

WHEREAS, the parties have agreed that the school will make students available to Hidalgo County Constable and Hidalgo County Constable will accept enrolled students of the school and make the facility or business available to the school for the purpose of providing a practical learning experience for select students in the Paralegal Assistant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES OF SCHOOL

The school shall be responsible for providing students for and implementing the program at the facilities or business (the "training program") which shall be approved in advance by Hidalgo County Constable. Such responsibilities shall include, but not be limited to, the following:

- (a) Provide Hidalgo County Constable with copies of the program curriculum, course objectives, and syllabi, if requested;
- (b) Provide adequate classroom theory of 96 Hours and practical instruction to enrolled students to successfully and effectively perform prior to their practical training assignment at Hidalgo County Constable;
- (c) Provide an orientation to students instructing each student to adhere to applicable policies of Hidalgo County Constable and the school while participating in this practical or clinical experience; and
- (d) Track student performance and grade program participants in coordination with staff of Hidalgo County Constable.



AFFILIATION AGREEMENT

2. RESPONSIBILITIES OF Hidalgo County Constable.

- (a) Hidalgo County Constable shall accept the students assigned to the Training Program of 96 Hours and provide opportunities for such students to exercise classroom theory learned at the school. Hidalgo County Constable shall make its best efforts to provide each student with hands-on clinical/practical learning experience and observational opportunities of education value;
- (b) Provide an orientation for program participants to the facilities or business including but not limited to its standard operation procedures, emergency and evacuation procedures;
- (c) Direct supervision and control of program participants at the facilities or business in compliance with all applicable laws, rules, and regulations. Supervision shall be by an experienced and qualified employee in the field; and
- (d) Upon the request of the school, Hidalgo County Constable shall assist the school in the evaluation of each program participant's performance in the program by completing the School's final evaluation form.

3. WITHDRAWAL OF PROGRAM PARTICIPANTS

- (a) Hidalgo County Constable may immediately remove or direct removal of any student from the premises of Constable Precinct 4 who, in the sole opinion of Hidalgo County Constable Precinct 4, poses an immediate threat or danger to personnel or the quality of the services or for unprofessional behavior.
- (b) Hidalgo County Constable may request school to withdraw or dismiss a student or other program participant from the program at the facility/business when his or her performance is unsatisfactory to Hidalgo County Constable. Subject to the provisions of paragraph 3(a) above, it is understood that only the school can dismiss the program participant from the program at the facility.
- (c) The school shall, upon direction of Hidalgo County Constable Precinct 4, discontinue the assignment of any program participant at any time during the period of this agreement.



AFFILIATION AGREEMENT

4. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors, and neither the school nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hidalgo County Constable Precinct 4. In no event shall this agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

5. INDEMNIFICATION

The school hereby agrees to indemnify and hold harmless Hidalgo County Constable against any and all claims, liabilities, damages and expenses, including reasonable attorney's fees, incurred by Hidalgo County in defending actions brought against Hidalgo County, its elected officials, employees, or agents, arising out of or related to the negligent and willful acts or omissions of school in school's performance of its duties under this agreement.

The indemnification obligations pursuant to this section shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this agreement prior to its expiration or termination.

6. INSURANCE

At all times while this agreement is in effect, the school shall maintain for itself and for the program participants including but not limited to students of school, appropriate general liability insurance coverage which shall include minimum annual liability coverage limits of no less than a per occurrence limit of two million dollars; auto liability with a per occurrence limit of two million dollars; excess liability insurance with a per occurrence limit of three million dollars; Workers' compensation as required in all United States jurisdictions; errors and omissions coverage with a limit of liability of two million dollars.

7. NON-DISCRIMINATION

Hidalgo County Constable - Chief Deputy Joel Rivera shall not discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, sexual orientation or handicap.

8. CONFIDENTIALITY

The school shall ensure that its program participants are aware of the confidential nature of client information and the obligation to keep the client and facility/business information confidential.



AFFILIATION AGREEMENT

9. TERM & TERMINATION

(a) The term of this agreement shall commence on the effective date and shall remain in effect for one (1) year, unless terminated sooner as provided herein.

(b) Either party may terminate this agreement at any time without cause upon giving at least thirty (30) days written notice to the other of its intention to terminate the agreement.

10. NOTICES

All notices hereunder by either party to the other shall be in writing and deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service, transmitted by electronic facsimile or deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address set forth:

Notice to School:

South Texas Vo-Tech
2400 Daffodil Ave.
McAllen, TX 78501
956-467-1616
F 956-630-1650

Notice to Hidalgo County Constable Precinct 4

ATTN: Hidalgo County Judge
100 E. Cano Second Floor
Edinburg, TX 78539
956-318-2600
F 956-318-2699

With a copy to:
Hidalgo County Constable Precinct 4
2814 S. business highway 281
Edinburg, Texas 78539
956-383-8560
F 956-383-8565

11. AMENDMENTS

This instrument contains the entire agreement between the parties and shall be binding on all successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this agreement except in writing signed by all parties.



AFFILIATION AGREEMENT

12. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this agreement shall exclusively rest with the state and federal courts in the county in which Hidalgo County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative on the day and year first written above.

Stacy L. Design
School

5/27/10
Date

Contractor

Date

AI-21977

12.A.

Deletion of position

CC REGULAR

Date: 07/13/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: County Judge's Office
Department: BUDGET & MANAGEMENT
Agenda Category: County Judge's Office

Information

CAPTION

1. Approval to delete one (1) vacant regular full time Administrative Aide I position, slot no. 025, budgeted salary \$26,960.00.
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: [job description](#)

Link: [par](#)

Link: [FISCAL NOTE](#)

Link: [revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	07/09/2010 04:53 PM	APRV
2	Budget & Management		07/09/2010 05:13 PM	NEW

Form Started By: Rosie Cantu
Started On: 07/09/2010 01:12 PM

Final Approval Date: 07/09/2010

HIDALGO COUNTY COUNTY JUDGE'S OFFICE

Job Title: Administrative Aide I

FLSA Status: Non-Exempt

Department: 110

Civil Service Status: Non-Exempt

SUMMARY

Performs multiple tasks for the staff of the County Judge's office. This position reports to an elected official and department head. Must be capable of assisting the agenda coordinator in preparing the agenda and any related tasks for the weekly commissioner's court meeting. Must be capable of completing detailed paperwork and handling numerous projects at the same time. Shall perform all other duties as directed by the County Judge or by the Assistant Chief Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- May prepare agendas, materials, related thereto and see that all legal requirements are met.
- Responsible for establishing and maintaining official documents and records in appropriate files.
- May receive visits or calls regarding complaints which may be resolved or referred to proper person for resolution.
- Should maintain a professional appearance and business attire.
- Should maintain confidentiality with private matters of the County Judge's office
- Assists office staff as requested or assigned.
- Regular attendance is a must.
- Ability to work well with others.
- Other duties as assigned.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High school diploma or GED is preferred.
- Bilingual in English and Spanish is essential. This is not preference but a must due to current demographics of our population in Hidalgo County.

OTHER SKILLS AND ABILITIES

- Ability to complete reports and answer routing correspondence.
- Ability to apply common sense understanding and direct staff in written, oral, or diagram form.
- Ability to supervise and communicate effectively with staff and the public.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County Judge.
- Must have knowledge of computers and spreadsheets.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must have a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the county's insurance carrier.
- Must have liability insurance.

PHYSICAL DEMANDS

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

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

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

WORK ENVIRONMENT

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical 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
- Handling financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Judge's Office (110)

DATE: 07/09/10

CURRENT POSITION TITLE: Administrative Aide I

CURRENT SLOT. #: 0025

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: \$ \$26,960.00 Current Budgeted Salary \$ -0- Proposed Budgeted Salary \$ (26,960.00) Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____
Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ \$ _____
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:		FLSA:		
Exempt	☐	Exempt	☐	
Non-Exempt	☐	Non-Exempt	☐	
N/A	☐			

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

Savings to County. Other employee handling work previously assigned to this position.

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

No new position

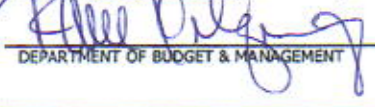
POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.		07/09/10			☒ YES ☐ NO
	DEPARTMENT HEAD	DATE		FUNDING AVAILABLE IN DEPT. BUDGET	
2.					☐ YES ☐ NO
	HUMAN RESOURCES DIRECTOR	DATE		PERSONNEL PROCEDURES COMPLETED	
3.		7/09/2010			☒ YES ☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE		BUDGET PROCEDURES COMPLETED	
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: 21977

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 13, 2010

Summary of request/proposal:

COUNTY JUDGES (1100):

Approval toApproval to delete one (1) vacant regular full time Administrative Aide I position, slot no. 025, budgeted salary \$26,960.00.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Administrative Aide I	0011	113	-	-	26,960.00	0.00	(26,960.00)
TOTAL:						26,960.00	0.00	(26,960.00)

NOTE: POSITION RECLASSIFICATION REQUEST

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-413-00-110-006-0- 113	CO. JUDGE - REG F/T EMPLOYEES	(\$12,395.40)
0-1100-413-00-110-006-0- 211	CO. JUDGE - HEALTH INSURANCE	(\$1,244.58)
0-1100-413-00-110-006-0- 212	CO. JUDGE - LIFE INSURANCE	(\$12.41)
0-1100-413-00-110-006-0- 220	CO. JUDGE - FICA	(\$948.25)
0-1100-413-00-110-006-0- 230	CO. JUDGE - RETIREMENT	(\$1,180.04)
0-1100-413-00-110-006-0- 250	CO. JUDGE - UNEMPLOYMENT COMP	(\$61.98)
0-1100-413-00-110-006-0- 260	CO. JUDGE - WORKER'S COMP	\$0.00
2010 Budgetary Impact		(\$15,842.66)

2011 Budgetary Impact: (\$31,845.84)

Possible Funding Sources:

COST SAVINGS

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-413-00-110-006-0

AI - 21977

CO. JUDGE

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY JUDGE	114,660.00	0.00	0.00	0	0.00	0.00	114,660.00	114,660.00	0.00	0.00	0.00	8,000.00	0.00	122,660.00
0002	113	CHIEF ADMIN	81,440.10	0.00	0.00	0	0.00	0.00	81,440.00	81,440.00	0.00	0.00	0.00	5,400.00	0.00	86,840.00
0003	113	ASSISTANT CHIEF ADMINISTRATOR	76,331.00	0.00	0.00	0	0.00	0.00	76,331.00	76,331.00	1,260.00	0.00	0.00	0.00	0.00	77,591.00
0006	113	ADMINISTRATIVE ASSISTANT	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	54,600.00	360.00	0.00	0.00	0.00	0.00	54,960.00
0007	113	ADMINISTRATIVE AIDE II	35,000.00	0.00	0.00	0	0.00	0.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
0011	113	EXECUTIVE ASST	48,657.00	0.00	0.00	0	0.00	0.00	48,657.00	48,657.00	480.00	0.00	0.00	0.00	0.00	49,137.00
0012	113	ADMINISTRATIVE ASSISTANT	46,956.00	0.00	0.00	0	0.00	0.00	46,956.00	46,956.00	0.00	0.00	0.00	0.00	0.00	46,956.00
0018	113	ADMINISTRATIVE AIDE II	45,046.00	0.00	0.00	0	0.00	0.00	45,046.00	45,046.00	0.00	0.00	0.00	0.00	0.00	45,046.00
0020	113	ADMIN AIDE II	35,000.00	0.00	0.00	0	0.00	0.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
0024	113	ADMINISTRATIVE ASSISTANT	52,416.00	0.00	0.00	0	0.00	0.00	52,416.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
		DELETE														
		↓														
0025	113	ADMINISTRATIVE AIDE I	26,960.00	0.00	0.00	0	0.00	0.00	26,960.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0027	113	ECONOMIC DEVELOPMENT PLANNER II	58,800.00	0.00	0.00	0	0.00	0.00	58,800.00	53,000.00	0.00	0.00	0.00	0.00	0.00	53,000.00
			362,031.10	0.00	0.00		0.00	0.00	362,031.00	362,031.00	1,620.00	0.00	0.00	13,400.00	21,977.00	377,051.00

Approval to delete one (1) vacant regular full time Administrative Aide I position, slot no. 025, budgeted salary \$26,960.00.

AI-21947

13.B.

**Interlocal Agreement with local school districts
CC REGULAR**

Date: 07/13/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Requesting authorization to accept the interlocal cooperation agreement between the County of Hidalgo and the following independent school districts: Donna ISD, Edcouch Elsa ISD, Edinburg ISD, Hidalgo ISD, La Joya ISD, La Villa ISD, McAllen ISD, Mercedes ISD, Mission ISD, PSJA ISD, Sharyland ISD, Valley View ISD, and Weslaco ISD.

BACKGROUND

Agreement approved by legal counsel.
Agreements are CONFIDENTIAL. Will be sent to Monica.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		07/09/2010 05:13 PM	PEND
2	Manuel Chapa	Manuel Chapa	07/09/2010 03:51 PM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Josie Escalante
Started On: 07/07/2010 03:40 PM
Final Approval Date: 07/09/2010

AI-21973

13.C.

**Health Dept. - Create new Public Health Technician III position, slot no. 0045, grade level 13
CC REGULAR**

Date: 07/13/2010

Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.

Submitted For: Eddie Olivarez

Department: HEALTH & HUMAN SERVICES DEPT.

Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Approval to create one (1) regular full-time position, slot no. 0045, Public Health Technician III, pay grade 13.
2. Approval in interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Hidalgo County Health & Human Services is actively seeking new funding streams to supplement its current programming, this position would also assist in developing and writing grant proposals in the area of obesity and diabetes.

Classification Compensation Pay Plan:

Step 0 salary = \$44,410 (probationary period)

Step 1 salary = \$46,747

This position is needed to implement and evaluate Health Education initiatives targeting at-risk populations.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefit expenditures provided from Co. Wide Adm., pending interdepartmental transfer. Refer to AI-21984.

Attachments

Link: [PARs](#)

Link: [Job Description](#)

Link: [Fiscal Note](#)

Link: [Revised salary schedule](#)

Link: [Interdept. transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2010 08:33 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/09/2010 09:46 AM	APRV
3	Sylvia Solis	Sylvia Solis	07/09/2010 03:49 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	07/09/2010 04:59 PM	APRV
5	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Josie Escalante

Started On: 07/08/2010 04:51
PM

Final Approval Date: 07/09/2010



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health Dept. (340-001)

DATE: 07/09/10

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: 0045

REQUESTED POSITION TITLE: Public Health Technician III

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1) NO. OF POSITIONS N/A CURRENT GRADE & STEP G13, S1 PROPOSED GRADE & STEP \$ 46,747.00 NET CHANGE

Position to be funded from one of the following:

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

☒ Other Countywide Contingency

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

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

This position is needed to implement and evaluate Health Education initiatives targeting at-risk populations. The position will also assist in development of new programming in the area of obesity and diabetes.

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

See attached Job Description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. 
DEPARTMENT HEAD

DATE

7/9/2010

FUNDING AVAILABLE IN DEPT. BUDGET

☒ YES ☐ NO

2. 
HUMAN RESOURCES DIRECTOR

DATE

7/09/2010

PERSONNEL PROCEDURES COMPLETED

☐ YES ☐ NO

3. 
DEPARTMENT OF BUDGET & MANAGEMENT

DATE

BUDGET PROCEDURES COMPLETED

☒ YES ☐ NO

4. COMMISSIONERS COURT APPROVAL

DATE

PUBLIC HEALTH TECHNICIAN III

GRADE: 13

GENERAL DESCRIPTION

Performs advanced (senior-level) public health work. Work involves preparing goals and objectives for health education programs, evaluating the effectiveness of educational programs, and recommending courses of action for the correction of public health law or regulation violations. May assign and/or supervise the work of others. Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares goals and objectives for health education programs.

Monitors procedures for efficiency, and analyzes data for planning and coordinating public health education programs.

Coordinates the non-medical portions of public health programs.

Formulates definitions, standards, and policies for the effective and efficient rendering of public health services and the enforcement of public health laws and regulations.

Recommends courses of action for the correction of public health law and regulation violations, and initiates and pursues legal action when necessary.

Evaluates the effectiveness of educational programs.

Participates in the preparation of training materials for use in public health training courses.

May conduct public hearings and group discussions related to public health programs, regulations, or proposals.

May assign and/or supervise the work of others.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

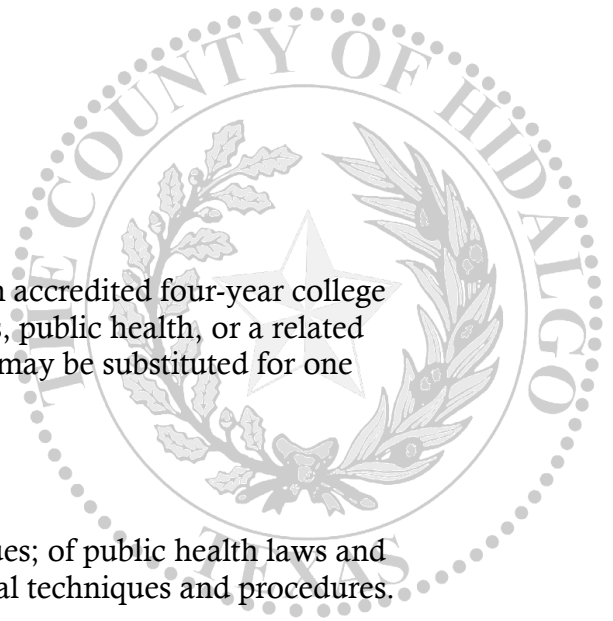
Experience and Education

Experience in public health work. Graduation from an accredited four-year college or university with major course work in social services, public health, or a related field is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of social, economic, and public health issues; of public health laws and regulations; of medical terminology; and of educational techniques and procedures.

Ability to interpret public health laws and regulations; to communicate effectively; to analyze and evaluate public health needs; and to assign and/or supervise the work of others.



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: 21973

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 13, 2010

Summary of request/proposal:

Health Adminstration:

Approval to create a new position, slot no. 0045, Public Health Technician III, pay grade 13 (step 1 salary - \$46,747). This position is needed to implement and evaluate Health Education initiatives targeting at-risk populations.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Public Health Technician III	0045	113	13	1	0.00	46,747.00	46,747.00
TOTAL:						0.00	46,747.00	46,747.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-441-00-340-001-0- 113	HEALTH ADMINISTRATION - REG F/T EMPLOYEE	\$20,418.23
0-1100-441-00-340-001-0- 211	HEALTH ADMINISTRATION - HEALTH INSURANCE	\$1,182.35
0-1100-441-00-340-001-0- 212	HEALTH ADMINISTRATION - LIFE INSURANCE	\$11.79
0-1100-441-00-340-001-0- 220	HEALTH ADMINISTRATION - FICA	\$1,561.99
0-1100-441-00-340-001-0- 230	HEALTH ADMINISTRATION - RETIREMENT	\$1,943.82
0-1100-441-00-340-001-0- 250	HEALTH ADMINISTRATION - UNEMPLOYMENT CO	\$102.09
0-1100-441-00-340-001-0- 260	HEALTH ADMINISTRATION - WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$25,220.27

2011 Budgetary Impact: \$57,963.23

Possible Funding Sources: Co. Wide Contingency

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-441-00-340-001-0

AI - 21973

HEALTH ADM

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	CHIEF ADMIN OFFCR				108,355.00	108,355.00	420.00	0.00	0.00	0.00	0.00	108,775.00
0002	113	ACCOUNTANT III	12	5	49,344.00	49,344.00	49,344.00	420.00	0.00	0.00	0.00	0.00	49,764.00
0004	113	EXECUTIVE ASSISTANT I	11	4	44,287.00	44,287.00	44,287.00	420.00	0.00	0.00	0.00	0.00	44,707.00
0005	113	CHIEF HEALTH INSPECTOR	12	1	43,284.00	43,284.00	43,798.00	1,080.00	0.00	0.00	5,000.00	0.00	49,878.00
0006	113	HEALTH INSPECTOR II	9	1	34,360.00	34,360.00	34,934.00	300.00	0.00	0.00	5,000.00	0.00	40,234.00
0008	113	HEALTH INSPECTOR I	7	4	32,551.00	32,551.00	32,551.00	660.00	0.00	0.00	5,000.00	0.00	38,211.00
0009	113	HEALTH INSPECTOR I	7	3	31,520.00	31,520.00	31,801.00	540.00	0.00	0.00	5,000.00	0.00	37,341.00
0010	113	ANIMAL CONTROL SPECIALIST II	6	3	29,186.00	29,186.00	29,186.00	780.00	0.00	0.00	0.00	0.00	29,966.00
0011	113	HEALTH INSPECTOR I	7	2	30,489.00	30,489.00	30,829.00	420.00	0.00	0.00	5,000.00	0.00	36,249.00
0012	113	SEPTIC TANK INSPECTOR	7	2	30,489.00	30,489.00	30,829.00	540.00	0.00	0.00	5,000.00	0.00	36,369.00
0013	113	ANIMAL CONTROL SPECIALIST II	6	5	31,096.00	31,096.00	31,096.00	0.00	0.00	0.00	5,000.00	0.00	36,096.00
0014	113	HEALTH INSPECTOR I	7	2	30,489.00	30,489.00	30,829.00	300.00	0.00	0.00	5,000.00	0.00	36,129.00
0015	113	SEPTIC TANK INSPECTOR	7	2	30,489.00	30,489.00	30,829.00	360.00	0.00	0.00	0.00	0.00	31,189.00
0016	113	ANIMAL CONTROL SPECIALIST II	6	2	28,231.00	28,231.00	28,288.00	0.00	0.00	0.00	0.00	0.00	28,288.00
0017	113	ANIMAL CONTROL SPECIALIST II	6	2	28,231.00	28,231.00	28,288.00	600.00	0.00	0.00	0.00	0.00	28,888.00
0018	113	ANIMAL CONTROL SPECIALIST II	6	2	28,231.00	28,231.00	28,231.00	0.00	0.00	0.00	0.00	0.00	28,231.00
0019	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	27,420.00	27,422.00	1,140.00	0.00	0.00	0.00	0.00	28,562.00
0021	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	660.00	0.00	0.00	0.00	0.00	26,499.00
0022	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	0.00	0.00	0.00	0.00	0.00	25,839.00
0023	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	420.00	0.00	0.00	0.00	0.00	26,259.00
0024	113	ANIMAL CONTROL SPECIALIST I	4	4	25,839.00	25,839.00	25,839.00	0.00	0.00	0.00	0.00	0.00	25,839.00
0025	113	MATERIALS CLERK	5	1	25,256.00	25,256.00	25,442.00	720.00	0.00	0.00	0.00	0.00	26,162.00
0026	113	PERMIT CLERK	4	6	27,475.00	27,475.00	27,542.00	480.00	0.00	0.00	0.00	0.00	28,022.00
0027	113	FAMILY PLANNING AIDE	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0028	113	PERMIT CLERK	4	5	26,657.00	26,657.00	26,657.00	660.00	0.00	0.00	0.00	0.00	27,317.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-441-00-340-001-0

AI - 21973

HEALTH ADM

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	
0029	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0030	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0031	113	PERMIT CLERK	4	4	25,839.00	25,839.00	25,839.00	360.00	0.00	0.00	0.00	0.00	26,199.00
0032	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0033	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0034	113	MAINTENANCE II	3	4	23,927.00	23,927.00	24,000.00	960.00	0.00	0.00	0.00	0.00	24,960.00
0035	113	OUTREACH SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	720.00	0.00	0.00	0.00	0.00	24,923.00
0036	113	OUTREACH SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	420.00	0.00	0.00	0.00	0.00	24,623.00
0037	113	OUTREACH SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	360.00	0.00	0.00	0.00	0.00	24,563.00
0038	113	OUTREACH SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	480.00	0.00	0.00	0.00	0.00	24,683.00
0040	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	900.00	0.00	0.00	0.00	0.00	24,900.00
0041	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
0042	113	PERMIT CLERK	4	2	24,203.00	24,203.00	24,445.00	0.00	0.00	0.00	0.00	0.00	24,445.00
0043	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0044	113	CLERK III	5	0	23,993.20	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
		CREATE THE FOLLOWING: ↓											
0045	113	PUBLIC HEALTH TECHNICIAN III	13	1	46,747.00	46,747.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					1,156,582.20	1,257,200.00	1,213,939.00	15,120.00	0.00	0.00	40,000.00	0.00	1,269,059.00

Approval to create a new position, slot no. 0045, Public Health Technician III, pay grade 13 (step 1 salary - \$46,747). This position is needed to implement and evaluate Health Education initiatives targeting at-risk populations. Personnel action pending CC approval.

DATE: July 9, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Health Dept.

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	(25,220.27)
TO				
0-1100-441-00-340-001-0-	113	HEALTH ADMINISTRATION -	REG F/T EMPLOYEES	20,418.23
0-1100-441-00-340-001-0-	211	HEALTH ADMINISTRATION -	HEALTH INSURANCE	1,182.35
0-1100-441-00-340-001-0-	212	HEALTH ADMINISTRATION -	LIFE INSURANCE	11.79
0-1100-441-00-340-001-0-	220	HEALTH ADMINISTRATION -	FICA	1,561.99
0-1100-441-00-340-001-0-	230	HEALTH ADMINISTRATION -	RETIREMENT	1,943.82
0-1100-441-00-340-001-0-	250	HEALTH ADMINISTRATION -	UNEMPLOYMENT COMP	102.09
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:

Interdepartmental transfer to fund salary and related fringe benefit expenditures for one (1) regular full-time Public Health Technician III position, slot no. 0045, grade level 13.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-21964

14.A.

**Request for two (2) new Truancy Case Manager II Positions
CC REGULAR**

Date: 07/13/2010

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: JP 4/2

Department: BUDGET & MANAGEMENT

Information

CAPTION

JP 4/2- Truancy (1282):

1. Approval to create two (2) regular full-time Truancy Case Manager II positions, slot no.'s G006 & G007, budgeted salary \$37,000.00, accordingly.
2. Approval of intradepartmental transfer
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1282-412-00-068-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

See Intradepartmental transfer.

Attachments

Link: [PARs](#)

Link: [job description](#)

Link: [Fiscal Note](#)

Link: [revised salary schedule](#)

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	07/09/2010 09:46 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2010 10:10 AM	APRV
3	Sylvia Solis	Sylvia Solis	07/09/2010 04:39 PM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Rosie Cantu
Started On: 07/08/2010 02:14 PM

Final Approval Date: 07/09/2010



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: JP 4/2- TRUANCY

DATE: 07/08/2010

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: G006, G007

REQUESTED POSITION TITLE: TRUANCY CASE MANAGER II
(For new positions or reclassifications)**REQUEST FOR:**
☒ New Position
 ☐ Temporary Position
 ☐ Position Reclassification*
 ☐ Other _____

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

POSITION SALARY REQUEST:
 Salary Amount: \$ -0- Current Budgeted Salary
 \$ 37,000.00 Proposed Budgeted Salary
 \$ 37,000.00 X 2 = 74,000.00 Net Change

Position to be funded from one of the following:

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

☒ Other 1282-412-00-068-002-0- JP 4/2 TRUANCY- 2008 GRANT
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:				
Exempt	☐	FLSA:	☐	
Non-Exempt	☒	Exempt	☐	
N/A	☐	Non-Exempt	☒	

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

The Office of Justice of the Peace Mary Alice Palacios Pct. 4 Pl. 2 Truancy Program is in need of additional Case Managers due to the high volume of cases being filed in the Justice of the Peace Court.

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

See Attachment

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Judge Mary Alice Palacios	07/08/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
	DEPARTMENT HEAD	DATE			
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			

Job Description: Truancy Case Manager

Job Code: Truancy Case Manager II
Civil Service Status
EEO Category:

Salary
FLSA Status

Section 1-Job Description

Summary: The overall purpose and general responsibilities of the job.

Provides moderately complex case management work. Work involves developing and maintaining long term contact with offenders, offenders' families, and service providers for medical, social, educational, and related services needs. Analyzes United States Code to become familiar with laws relating to specific complaints of constituents. Researches procedures and systems of governmental agencies and contacts representatives of federal agencies to obtain information on policies. Determines actions to facilitate resolution of constituent problems.

ESSENTIAL FUNCTIONS: The fundamental duties and tasks which define the job.

- Interviews offenders to gather information and assess service needs: develops and implements service plans to meet the offender needs: and serves as liaison between offenders, offenders' families, and service providers.
- Assist in coordinating committee meetings: identifies problem area, service gaps, and barriers of services for offenders. Maintains records to include offender unit file, offender travel card, and computerized records.
- Provides case management services to include reviewing housing and work assignments, changes impacting medical restrictions, security needs, and custody levels. Documents case records, interprets rules, regulation, policies and procedures; and responds to routine enquires.
- Conducts unit orientation for newly assigned offenders regarding facility rules and regulations and available services and programs.

Section II-Job Dimensions

Contacts: Nature of contacts, external relationships and internal relationships

Researches procedure and systems of governmental agencies and contacts representatives of federal agencies to obtain information on policies. Utilizes tact and diplomacy when assisting the Justice Judge. Investigates problems that affect offenders and recommends or implements corrective measures. Compiles and analyzes data to provide appropriate management performance and prepares activity reports.

External Contacts: Constant contact with other government agencies, outside organizations, and the general public. Communication is primarily fact to face, via telephone and through written correspondence.

Job Description: Truancy Case Manager

Internal Contacts: Constant contact with co-workers, other County employees, Department Heads and Elected/Appointed Officials.

Responsibility: Accountability, safety, Budgeting and confidentiality. Judgment, initiative and decision making, Expert judgment is required to use broad discretion to achieve work goals. Initiative is constantly required to achieve work goals. Conflicting or incomplete data is constantly encountered in decision making. Decisions are made regarding long range goals and priorities, policy development, policy interpretation, project planning, group working scheduling and individual work priorities.

Working Conditions: Working environment and other conditions of employment

- May be required to work more than 40 hours during the workweek.
- Working conditions are primarily inside an office environment with occasional exposure to hostile or violent individuals.

Section III-Job Requirements

Education and Experience: Minimum requirements for formal education and job related experience

Education: Sixty hours an accredited college or university proffered. Major course work in a Behavioral Science, Criminal Justice, or a related field preferred.

Experience: Two years full-time; wage-earning criminal justice experience to include correctional custody, law enforcement, offender case management, or correctional unit operations.

KNOWLEDGE, SKILLS, AND ABILITIES: Utilized in the performance of the Essential Functions

- Knowledge of applicable state and federal laws, rules and regulations, and statutes.
- Knowledge of case management principles, objectives, standards, and needs.
- Knowledge of agency and departmental organization structure, policies, procedures, rules, and regulations preferred.
- Knowledge of community resources preferred. Skills to communicate ideas and instructions clearly and concisely.
- Skills to coordinate with other staff, departments, official agencies, organizations and the public.
- Skills to interpret new rules, regulations, policies, and procedures.
- Skills in problem solving techniques
- Basic fundamental knowledge of computers in a (Windows) environment and local area network environment
- Skills to prepare and maintain complex records and files in an automated system.
- Skills in the electronic transmissions of communications.
- Skills to assess offenders needs
- Skills to coordinate offenders services
- Bilingual Preferred

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 13, 2010

Agenda Item: 21964

Summary of request/proposal:

JP 4/2- Truancy (1282):

Approval to create two (2) regular full-time Truancy Case Manager II positions, slot no.'s G006 & G007, budgeted salary \$37,000.00, accordingly.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1282	N/A	TRUANCY CASE MGR. II	0006	113	\$0.00	\$37,000.00	\$37,000.00
1282	N/A	TRUANCY CASE MGR. II	0007	113	\$0.00	\$37,000.00	\$37,000.00
TOTAL:							\$74,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1282-412-00-068-002-0- 113	JP 4/2 TRUANCY- REG F/T EMPLOYEES	\$34,022.99
0-1282-412-00-068-002-0- 211	JP 4/2 TRUANCY- HEALTH INSURANCE	\$1,244.60
0-1282-412-00-068-002-0- 212	JP 4/2 TRUANCY- LIFE INSURANCE	\$12.41
0-1282-412-00-068-002-0- 220	JP 4/2 TRUANCY- FICA	\$2,602.76
0-1282-412-00-068-002-0- 230	JP 4/2 TRUANCY- RETIREMENT	\$3,238.99
0-1282-412-00-068-002-0- 250	JP 4/2 TRUANCY- UNEMPLOYMENT COMP	\$170.11
0-1282-412-00-068-002-0- 260	JP 4/2 TRUANCY- WORKER'S COMP	-
2010 Budgetary Impact		\$41,291.86

2011 Budgetary Impact: \$53,293.61

POSITIONS WILL EXPIRE ON ESTIMATED DATE OF 07/31/2011 (PURSUANT TO FUNDING)

Possible Funding Sources:

DEPT BUDGET

Budget Office Recommendation: FUNDING FROM 07/19/2010 TO 11/09/2010 IN THE TOTAL AMOUNT OF \$28,949.31 TO BE COVERED FROM 2008 GRANT (0-1282-412-00-068-002-0-XXX). FUNDING FROM 11/10/2010 TO 12/31/2010 IN THE TOTAL AMOUNT OF \$13,473.80 TO BE COVERED FROM 2009 GRANT (0-1282-412-00-068-002-1-XXX). POSITIONS TO BE PHASED IN TO 2009 GRANT.

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1282-412-00-068-002-0

AI - 21964

JP 4/2 TRUANCY

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	
G001	113	TRUANCY SUPERVISOR	40,000.00	0.00	0.00	0	0.00	0.00	40,000.00	40,000.00	660.00	0.00	0.00	0.00	0.00	40,660.00
G002	113	TRUANCY CASE MANAGER II	37,000.00	0.00	0.00	0	0.00	0.00	37,000.00	37,000.00	0.00	0.00	0.00	0.00	0.00	37,000.00
G003	113	CASE MANAGER II	37,000.00	0.00	0.00	0	0.00	0.00	37,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G004	113	TRUANCY CLERK	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
G005	113	TRUANCY CLERK	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
		PROPOSED POSITIONS: ↓														
G006	113	TRUANCY CASE MANAGER II	0.00	37,000.00	37,000.00	0	0.00	0.00	37,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G007	113	TRUANCY CASE MANAGER II	0.00	37,000.00	37,000.00	0	0.00	0.00	37,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL			170,000.00	74,000.00	74,000.00		0.00	0.00	244,000.00	133,000.00	660.00	0.00	0.00	0.00	0.00	133,660.00

Approval to create two (2) regular full-time Truancy Case Manager II positions, slot no.'s G006 & G007, budgeted salary \$37,000.00, accordingly. Personnel requests pending CC approval.

AI-21915

15.A.

Information Technology - Deletion & Creation of position(s)
CC REGULAR

Date: 07/13/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Renan Ramirez
Department: BUDGET & MANAGEMENT
Agenda Category: IT Department

Information

CAPTION

Information Technology (1100):

1. Approval to delete one (1) vacant regular full-time GIS Operator Assistant position, slot no. 0026, grade level 07.
2. Approval to create one (1) regular full-time Technician II position, slot no. 0030, grade level 06.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefit expenditures available from the deletion of GIS Operator Assistant position.

Attachments

Link: [PARs](#)

Link: [Job Descriptions](#)

Link: [Fiscal Note](#)

Link: [Revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/08/2010 10:00 AM	APRV
2	Budget & Management	Ivan Cantu	07/08/2010 10:04 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/09/2010 05:02 PM	APRV
4	Auditor's Office		07/09/2010 05:02 PM	NEW
5	Purchasing Department		07/09/2010 05:02 PM	

Form Started By: Sylvia Solis Started On: 07/06/2010 09:10 AM

Final Approval Date: 07/09/2010



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Information Technology (200-001)

DATE: 06/29/10

CURRENT POSITION TITLE: GIS Operator Assistant

CURRENT SLOT. #: 0026

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1) G7 S1 N/A \$ (29,458.00)
NO. OF POSITIONS CURRENT GRADE & STEP PROPOSED GRADE & STEP NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

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

Full Time Temporary ☐ Part Time Temporary ☐ \$ _____
Object 121 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)

With the current workflow we are not in need of a second GIS position. This position is needed for technical needs.

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

- see attached job description for tech II -

This individual will no longer require GIS skills.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

		07/06/2010		
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	7/6/2010 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Information Technology (200-001)

DATE: 06/29/10

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: 0030

REQUESTED POSITION TITLE: Technician II

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1)	N/A	G6 S1	\$	27,276.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP		NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

Full Time Employee ☒ Object 113 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:				
Exempt ☐	FLSA: ☐	Exempt ☐		
Non-Exempt ☒	Non-Exempt ☒	Non-Exempt ☒		
N/A ☐				

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

The Department requires more technicians on staff. The day to day needs have increased, additionally the increase work load from assuming the technology work from the HCSO has also affected the department's abilities to attend other departments.

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)

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

		07/06/2010			
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 7/6/2010	BUDGET PROCEDURES COMPLETED	☒ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

GIS OPERATOR ASSISTANT

GRADE: 07

GENERAL DESCRIPTION

Under general supervision, performs varied data entry and manipulation to create, maintain, display and update a comprehensive geographic information system including production of accurate maps and other representations of the data; Assists GIS Operator to coordinate the development, operation and maintenance of Department's geographical information system (GIS) inventory and geo-database.

EXAMPLES OF WORK PERFORMED

Enters and manipulates information in the geographic information system

Researches source records and documents

Creates and modifies data files by entering electronically converted data into appropriate database system

Researches and interprets source documentation, including correspondence, legal documents, construction plans and other specific discipline related technical writing

Ensures compliance with all applicable standards, statutes and ordinances

Makes manual and/or visual checks of preliminary data and final product to ensure quality control of all data entering the system

Produces maps, plots, graphic simulation and manuscript data as requested

Produces special graphic layouts, combining various data form various sources to produce complex plots using GIS applications

Maintains accurate records and documentation of work performed

Operates and maintains electrostatic and design jet plotters

Makes simple adjustments for maintenance or repair of equipment

Attends training and applies new techniques as they are implemented

Performs or participates with others to perform technical repair services of computers, printers, terminals and networking devices

Required to travel to various points around Hidalgo County to pick up and deliver or field service equipment

Assists or provides cable-pulling and termination services as required

Good troubleshooting and repair techniques

Reads electronic schematics and makes necessary repairs with minimum supervision

Assist GIS Operator in the determination of IT and GIS standards for Department, and any required modifications

Assist GIS Operator in collecting and/or incorporate field data using GPS

Research and/or obtain land data records, analyze and incorporate as a data source for GIS-related data files

Assist GIS Operator to manipulate and integrate raw data (coverage's, shape files, CAD files, satellite imagery) into GIS

Create and enhance GIS-based tools

Generate map compositions and respond to special IT and GIS requests

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years experience related to the job; Graduation from a high school or equivalent; 40 hours of college coursework in the area of computer field preferred; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of terminology related to geographic information systems including legal descriptions, cartography, engineering, construction plans, and aerial and orthophotography

Skill in establishing and maintaining effective working relationships with those contacted during the course of work

Ability to read and interpret surveys, legal descriptions, cartography, engineering documents, construction plans, and aerial and orthophotography

Ability to read and explain applicable laws and regulations

Ability to read and interpret land development related records and documents

Ability to produce maps and other representations of spatial data

Ability to understand oral and written directions

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY INFORMATION TECHNOLOGY DEPARTMENT

Job Title:	Technician II	FLSA Status:	Non-Exempt
Dept No:	200-002	Service Status:	Non-Exempt

SUMMARY:

This job supports the computers, printers, software applications, cabling infrastructure, server environments, terminals and peripheral devices necessary to operate all hardware and software environments of the County of Hidalgo. Will maintain computer setups, software installations and county equipment to ensure that the county is operating effectively.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Performs or participates with others to perform technical repair services of servers, computers, printers, terminals and networking devices;
- Required to travel to various points around Hidalgo County to pick up and deliver or field service equipment;
- Assists or provides cable-pulling and termination services as required;
- Good troubleshooting and repair techniques;
- Neat and orderly maintenance of the computer shop area is a must;
- Knowledge of and or exercise of proper safety procedures are required;
- Some evening and weekend work may be required;
- Ability to work well with others;
- Performs such other duties as may be assigned;
- Regular attendance is a must;

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE

- High School Diploma or GED; and at least 10 hours of college coursework in a computer related field. CompTia A+ or other certifications are preferred.
- Must have at least three (3) years experience in computer repairs;
- Knowledge of industry standard hardware and software preferred;

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things;
- Requires the ability to read a variety of reports, correspondence, technical manuals, forms, logs, charges, etc.;
- Requires the ability to prepare a variety of reports using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style;
- Requires the ability to speak to people with poise, voice control and confidence;
- Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts and draw valid conclusions; to interpret and extensive variety of technical instructions in mathematical or diagrammatically form; and to deal with several abstract and concrete variables;
- Requires the ability to deal with people beyond giving and receiving instructions;
- Must be adaptable to performing under minimal level of stress when confronted with persons acting under stress;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations;

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: 21915

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 13, 2010

Summary of request/proposal:

Information Technology (1100):

1. Approval to delete one (1) vacant regular full-time GIS Operator Assistant position, slot no. 0026, grade level 07.
2. Approval to create one (1) regular full-time Technician II position, slot no. 0030, grade level 06.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	GIS Operator Assistant	0026	113	7	1	29,458.00	0.00	(29,458.00)
1100	Technician II	0030	113	6	1	0.00	27,276.00	27,276.00
TOTAL:						29,458.00	27,276.00	(2,182.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-00-200-001-0- 113	INFORMATION TECHNOLOGY - REG F/T EMPLOYEES	(\$1,036.66)
0-1100-415-00-200-001-0- 211	INFORMATION TECHNOLOGY - HEALTH INSURANCE	
0-1100-415-00-200-001-0- 212	INFORMATION TECHNOLOGY - LIFE INSURANCE	
0-1100-415-00-200-001-0- 220	INFORMATION TECHNOLOGY - FICA	(\$79.30)
0-1100-415-00-200-001-0- 230	INFORMATION TECHNOLOGY - RETIREMENT	(\$98.69)
0-1100-415-00-200-001-0- 250	INFORMATION TECHNOLOGY - UNEMPLOYMENT COMP	(\$5.18)
0-1100-415-00-200-001-0- 260	INFORMATION TECHNOLOGY - WORKER'S COMP	
2010 Budgetary Impact		(\$1,219.83)

2011 Budgetary Impact: (\$2,577.44)

Possible Funding Sources: FUNDS AVAILABLE FROM DELETION OF POSITION

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-415-00-200-001-0

AI - 21915

INFORMATION TECHNOLOGY

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	
0027	113	TECHNICIAN II	6	1	27,276.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	27,276.00
0029	113	TECHNICIAN III	8	5	36,271.00	36,271.00	36,271.00	0.00	0.00	0.00	0.00	0.00	36,271.00
		CREATE THE FOLLOWING: ↓											
0030	113	TECHNICIAN II	6	1	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					983,627.00	983,627.00	991,399.00	4,980.00	0.00	0.00	14,400.00	0.00	1,010,779.00

1. Approval to delete one (1) vacant regular full-time GIS Operator Assistant position, slot no. 0026, grade level 07.
 2. Approval to create one (1) regular full-time Technician II position, slot no. 0030, grade level 06.
- All personnel actions pending CC approval.

AI-21949

16.A.

Extension - Home Loan (Edcouch Housing Dev.)

CC REGULAR

Date: 07/13/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Michelle Mendoza
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting approval for loan extension of the Hidalgo County HOME loan between Edcouch Housing Development, L.P., a Texas Limited Partnership ("Borrower") and Hidalgo County Texas, acting through its Urban County Program, a Texas governmental entity ("Lender").

BACKGROUND

The Hidalgo County Urban County Program executed a Promissory Note with the Edcouch Housing Development, L.P. on November 26, 2007 in the amount of \$150,000 to be used as a portion of construction costs for the multi-family housing development known as the Casa Mesina located in Edcouch Texas. The terms of this note express that full re-payment of this loan is "due within one year of Borrower's receipt of the last Certificate of Occupancy for the Apartment Complex". The last Certificate of Occupancy was received in March 2009 therefore final payment is due March 2010. At that time the Borrower requested an extension for re-payment to June 30, 2010 due to unforeseen issues with the conversion of their loan. The Partnership is now awaiting the final equity payment in order to be able to reimburse the UCP the funds in question. They are requesting an additional 45 days extension until August 14, 2010.

Fiscal Impact

Attachments

Link: [Home loan extension](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/07/2010 04:17 PM	APRV
2	Perla Lopez	Perla Lopez	07/08/2010 09:07 AM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Estella Webber
Started On: 07/07/2010 03:52 PM
Final Approval Date: 07/09/2010



Rufino Contreras Affordable Housing Corporation, Inc.

Post Office Box 62, Keene, CA 93531 • Telephone (661) 823-6201 • Fax (661) 823-6175

June 21, 2010

Hidalgo County
Attn: Diana R. Serna,
Compliance Division Manager
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Dear Ms. Serna:

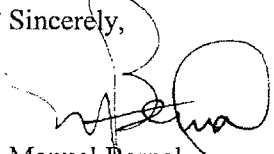
Please accept this letter as a formal request for a loan extension of the Hidalgo County HOME loan between Edcouch Housing Development, L.P., a Texas limited Partnership ("Borrower") and Hidalgo County, Texas, acting through its Urban County Program, a Texas governmental entity ("Lender") dated November 26, 2007.

We had previously received an extension through June 30, 2010, and are now requesting an additional forty-five day extension of the loan until August 14, 2010. Although we were able to convert the construction loan to a permanent loan, the 8609's for the property still have not been issued by the TDHCA. Therefore, the equity investor has not issued the last equity payment to the partnership, which is needed to pay off the Urban County Loan. The TDHCA is currently waiting for an amendment to the LURA to be processed before issuing the 8609's. I apologize that I was not aware of this requirement before when I requested the previous extension and assure you that we will pay off the loan when the equity is funded.

Please let me know if you need any additional information to process this request and if the loan extension is granted.

Thank you in advance for your understanding.

Sincerely,



Manuel Bernal
Vice President

Cc: Maribel Medina, National Farm Workers Service Center

**Addendum
Contract Extension**

RUFINO CONTRERAS AFFORDABLE HOUSING INC.

Right of Exercise

County and CHDO, hereby attach an addendum to the Hidalgo County HOME loan as follows:

The Edcouch Housing Development, L.P., a Texas Limited Partnership ("Borrower") has indicated a need for a FOURTY FIVE (45) DAY extension to the Hidalgo County HOME loan in order to complete final loan requirements.

County does hereby commit to allow for this extension. New contract expiration date is August 14, 2010.

County:
HIDALGO COUNTY

CHDO:
EDCOUCH HOUSING DEVELOPMENT, L.P.

Name

Name

URBAN COUNTY PROGRAM DIRECTOR
Title

DIRECTOR
Title

Date

Date

STATE OF TEXAS {
COUNTY OF HIDALGO {

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

Subscribed and sworn before me this _____ day of _____, 2010.

Notary – Signature

STATE OF TEXAS {
COUNTY OF HIDALGO {

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

Subscribed and sworn before me this _____ day of _____, 2010.

Notary - Signature

AI-21921

17.A.

**Ratify action to accept the dedication of Cowboy Road
CC REGULAR**

Date: 07/13/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Steve Crain
Department: BUDGET & MANAGEMENT
Agenda Category: Right of Way

Information

CAPTION

Ratify action of Commissioners' Court on 03/23/10 to accept the dedication of Cowboy Road and Guajolote Road thru roadway affidavits to be included in the Countywide Roadway System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: [Affidavits](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/06/2010 03:19 PM	APRV
2	Olga Garza	Olga Garza	07/09/2010 09:59 AM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Angela Garcia
Started On: 07/06/2010 03:08 PM
Final Approval Date: 07/09/2010

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2010 02092670

Instrument Number: 2010-2092670

Recorded On: April 13, 2010

As
Recording

Parties:

To

Billable Pages: 17

Number of Pages: 18

Comment: AFFIDAVITS

**** Examined and Charged as Follows: ****

Recording	80.00
Total Recording:	80.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-2092670

Receipt Number: 1112883

Recorded Date/Time: April 13, 2010 10:40A

Record and Return To:

HIDALGO COUNTY ROW DEPT.
2401 NORTH MOOREFIELD RD
MISSION TX 78572

User / Station: I Hidalgo - Cash Station 04



**STATE OF TEXAS
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Guajolote Road

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Apr 13, 2010 at 10:40A

As a Recording

Document Number: 2092670
Total Fees: 80.00

Receipt Number - 1112883
By,
Ismael Hidalgo, Deputy

THE STATE OF TEXAS

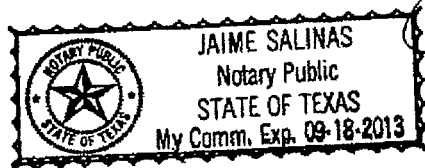
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared
Jose Ortiz, who being before me here and now duly swears upon oath and says:

My name is **Jose Ortiz**, my address is **1001 E. FM 2812**
EDINBURG, TEXAS 78542. I have been
employed by Milagros Exploration since 1997 to present. I have known **Guajolote Road**.
To be open to the public and maintained by the County since 1997.

Jose Ortiz (PRODUCTION FOREMAN)
Jose Ortiz

SUBSCRIBED AND SWORN TO, BEFORE ME, by the said
_____. This 17th day of March, 2010.



Jaime Salinas
Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Guajolote Road

THE STATE OF TEXAS

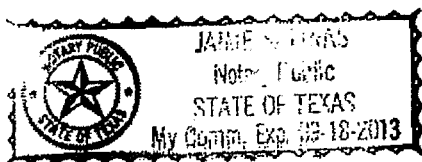
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Norberto (Beto) Salinas**, who being before me here and now duly swears upon oath and says:

My name is **Norberto (Beto) Salinas**, my address is 500 E 9th. I was employed as County Commissioner by Hidalgo County Precinct No. 3 from 1980 to 1992. I have known **Guajolote Road**, to be open to the public and maintained by the County since 1980.

Norberto (Beto) Salinas

SUBSCRIBED AND SWORN TO BEFORE ME by the said
_____, This 17th day of March, 2010.



Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

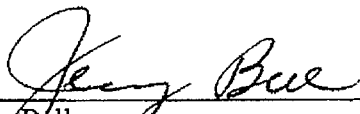
Affidavit Guajolote Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

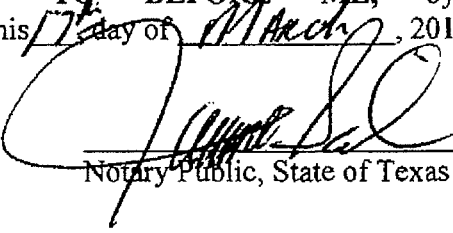
BEFORE ME, the undersigned authority, on this day personally appeared
Jerry Bell, who being before me here and now duly swears upon oath and says:

My name is **Jerry Bell**, my address is **1607 60th Mission**. I have known
Guajolote Road, to be open to the public and maintained by the County since 1967.

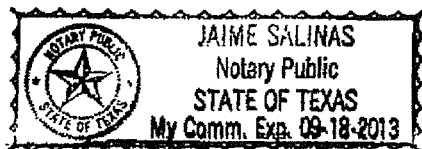


Jerry Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____. This 17th day of March, 2010.



Notary Public, State of Texas





HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

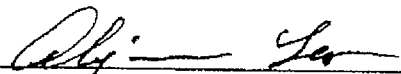
Affidavit Guajolate Road

THE STATE OF TEXAS

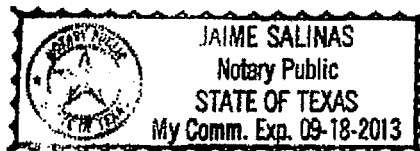
COUNTY OF HIDALGO

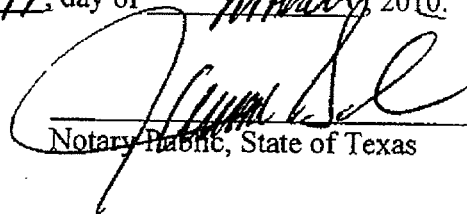
BEFORE ME, the undersigned authority, on this day personally appeared
Alejandro Leo who being before me here and now duly swears upon oath and says:

My name is Alejandro Leo. my address is 3627 Trost Road Mission. I was employed by Hidalgo County Precinct No. 3 from 1980 to 1999. I have known Guajolate Road. To be open to the public and maintained by the County since 1980.


Alejandro Leo

SUBSCRIBED AND SWORN TO BEFORE ME by the said
_____. This 17 day of March 2010.




Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Guajolate Road

THE STATE OF TEXAS

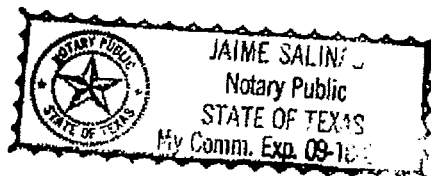
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared
Juan Rosel, who being before me here and now duly swears upon oath and says:

My name is Juan Rosel, my address is 1608 Pebble Dr Mission, TX
as County Commissioner by Hidalgo County Precinct No. 3 from 1992 to 2001. I have
known Guajolate Road, to be open to the public and maintained by the County since
1980.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____, This 11 day of March, 2010.

Notary Public, State of Texas





HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

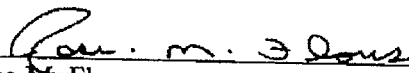
Affidavit Guajolate Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

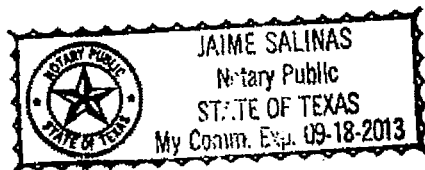
BEFORE ME, the undersigned authority, on this day personally appeared
Jose M. Flores, who being before me here and now duly swears upon oath and says:

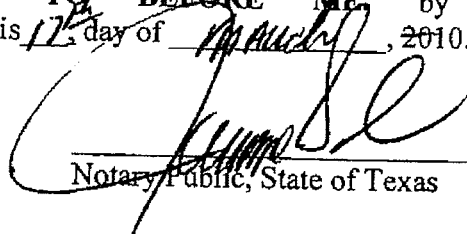
My name is Jose M. Flores . my address is 1105 Uisula, Mission Tx.. I have been employed as County Commissioner by Hidalgo County Precinct No. 3 from 2001 to present. I have known Guajolate Road, to be open to the public and maintained by the County since 2001.



Jose M. Flores

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____, This 17th day of March, 2010.





Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

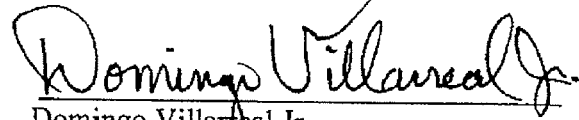
Affidavit Guajolate Road

THE STATE OF TEXAS

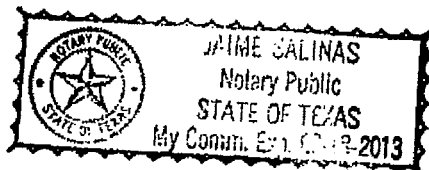
COUNTY OF HIDALGO

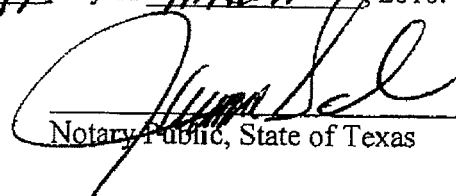
BEFORE ME, the undersigned authority, on this day personally appeared **Domingo Villarreal Jr.** who being before me here and now duly swears upon oath and says:

My name is **Domingo Villarreal Jr.** my address is **P.O. Box 675 Penitas TX**. I have been employed by Hidalgo County Precinct No. 3 since 1987 to the present. I have known **Guajolate Road** to be open to the public and maintained by the County since 1987.


Domingo Villarreal Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____, This 17th day of MARCH, 2010.




Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

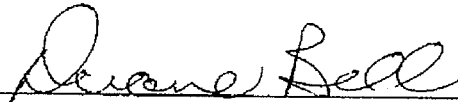
Affidavit Guajolate Road

THE STATE OF TEXAS

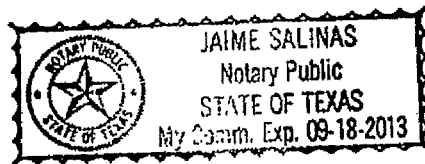
COUNTY OF HIDALGO

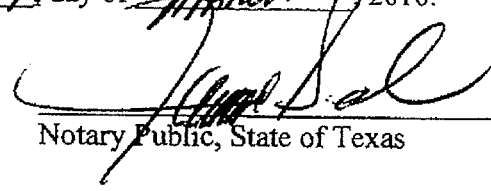
BEFORE ME, the undersigned authority, on this day personally appeared
Duane Bell, who being before me here and now duly swears upon oath and says:

My name is Duane Bell, my address is 205 W. Fern McAllen Tex. I have known
Guajolate Road, to be open to the public and maintained by the County since 1967.


Duane Bell

SUBSCRIBED AND SWORN TO, BEFORE ME, by the said
_____, This 17th day of March, 2010.




Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

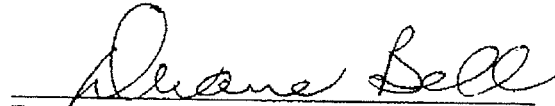
Affidavit Cowboy Road

THE STATE OF TEXAS

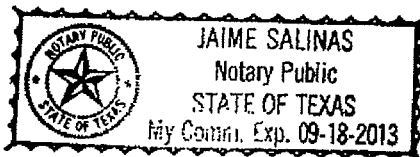
COUNTY OF HIDALGO

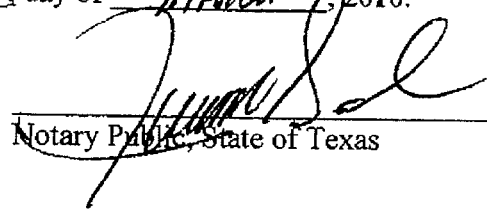
BEFORE ME, the undersigned authority, on this day personally appeared
Duane Bell, who being before me here and now duly swears upon oath and says:

My name is Duane Bell. My address is 20502 Fern McAllen Tx I have known
Cowboy Road. To be open to the public and maintained by the County since 1967.


Duane Bell

SUBSCRIBED AND SWORN TO, BEFORE ME, by the (said
_____. This 17th day of MARCH, 2010.




Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Cowboy Road

THE STATE OF TEXAS

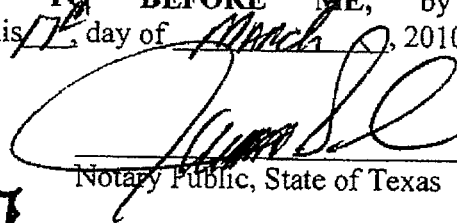
COUNTY OF HIDALGO

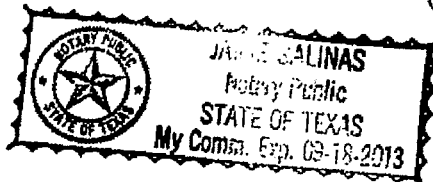
BEFORE ME, the undersigned authority, on this day personally appeared **Domingo Villarreal Jr.** who being before me here and now duly swears upon oath and says:

My name is Domingo Villarreal Jr. my address is P.O. Box 675 Penitas TX. I have been employed by Hidalgo County Precinct No. 3 since 1987 to the present. I have known Cowboy Road. To be open to the public and maintained by the County since 1987.


Domingo Villarreal Jr

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____, This 17 day of March, 2010.


Notary Public, State of Texas





HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Cowboy Road

THE STATE OF TEXAS

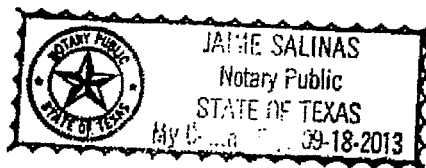
COUNTY OF HIDALGO

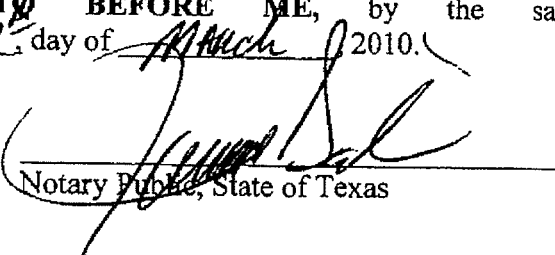
BEFORE ME, the undersigned authority, on this day personally appeared **Jose M. Flores**, who being before me here and now duly swears upon oath and says:

My name is Jose M. Flores. my address is 1105 Ursula, Mission Tx. I have been employed as County Commissioner by Hidalgo County Precinct No. 3 from 2001 to present. I have known Cowboy Road. To be open to the public and maintained by the County since 1992.


Jose M. Flores

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____, This 11th day of March, 2010.




Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

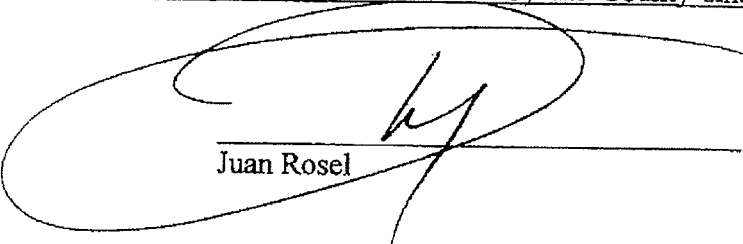
Affidavit Cowboy Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

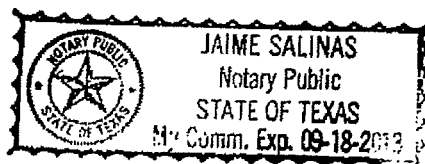
BEFORE ME, the undersigned authority, on this day personally appeared
Juan Rosel, who being before me here and now duly swears upon oath and says:

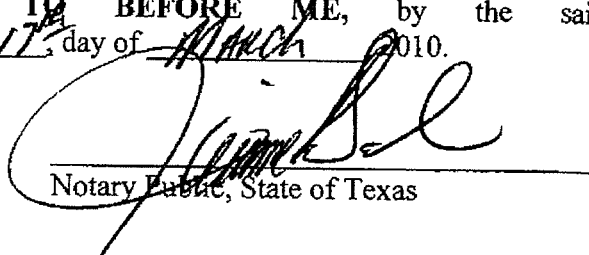
My name is **Juan Rosel**, my address is 1608 Pebble Dr Mission, TX. I was employed
as County Commissioner by Hidalgo County Precinct No. 3 from 1992 to 2001. I have
known **Cowboy Road**. To be open to the public and maintained by the County since
1992.



Juan Rosel

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____. This 17th day of MARCH, 2010.





Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Cowboy Road

THE STATE OF TEXAS

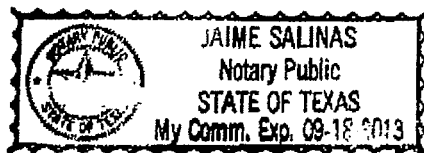
COUNTY OF HIDALGO

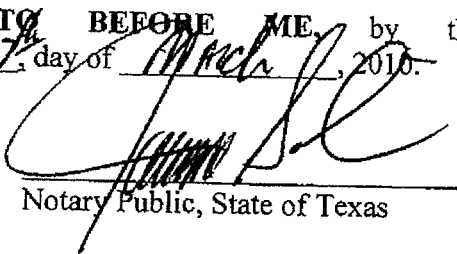
BEFORE ME, the undersigned authority, on this day personally appeared **Alejendro Leo** who being before me here and now duly swears upon oath and says:

My name is **Alejendro Leo**. my address is 3627 Traspas Road Mission. I was employed by Hidalgo County Precinct No. 3 from 1980 to 1999. I have known **Cowboy Road**. To be open to the public and maintained by the County since 1980.


Alejendro Leo

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____. This 17 day of March, 2010.




Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Cowboy Road

THE STATE OF TEXAS

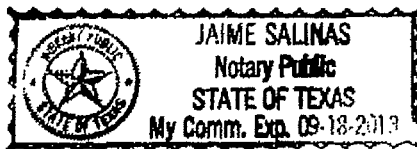
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **Jerry Bell** who being before me here and now duly swears upon oath and says:

My name is **Jerry Bell**. My address is **1607 Iowa, Mission** I have known **Cowboy Road**. To be open to the public and maintained by the County since 1967.

Jerry Bell
Jerry Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____. This 12th day of March, 2010.



Jaime Salinas
Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Cowboy Road

THE STATE OF TEXAS

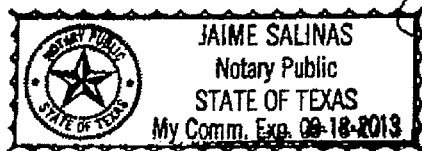
COUNTY OF HIDALGO

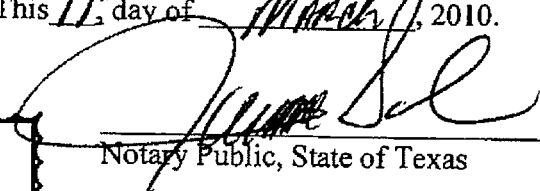
BEFORE ME, the undersigned authority, on this day personally appeared **Norberto (Beto) Salinas**, who being before me here and now duly swears upon oath and says:

My name is **Norberto (Beto) Salinas**, my address is 500 E 9th. I was employed as County Commissioner by Hidalgo County Precinct No. 3 from 1980 to 1992. I have known **Cowboy Road**. To be open to the public and maintained by the County since 1980.


Norberto Salinas

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____. This 17 day of March, 2010.




Notary Public, State of Texas



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Affidavit Cowboy Road

THE STATE OF TEXAS

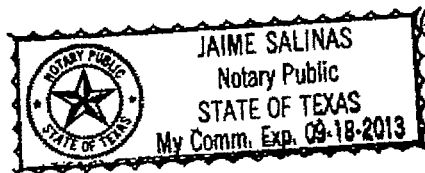
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared
Jose Ortiz, who being before me here and now duly swears upon oath and says:

My name is Jose Ortiz. my address is 1001 E. FM 2812 EDINBURG, TX 78542
employed by Milagros Exploration since 1997 to present. I have known Cowboy Road.
To be open to the public and maintained by the County since 1997.

Jose Ortiz (PRODUCTION FOREMAN)
Jose Ortiz

SUBSCRIBED AND SWORN TO BEFORE ME, by the said
_____. This 17th day of March, 2010.



Notary Public, State of Texas

C-09-231-09-22 (PO# 633502) with awarded vendor HEB Wireless for the following service:

Description:	Plan Description:	Department:	Employee:	Number:
Removing	POCKET-Voice/Talk/Data Plan	Facilities Mangement	Ramiro Castro	956-289-0543
Replacing	POCKET-Voice/Talk/Data Plan	Facilities Management	Saul Ramos	New Number

2. Approval of the attached Wireless Device Request Forms under the county's newly adopted cell phone policy.

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote to approve item 16.D.1 & 2.

17. Right of Way - Joe Pena: (Exhibit U)

A. AI-20451 Consideration, action and/or approval to accept the dedication of Cowboy Road and Guajolote Street through roadway affidavits to be included in the County Wide Roadway System.

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to open the street.

Judge Ramirez-Abstained.

18. HIDTA - Task Force - Dora Munoz: (Exhibit V)

A. AI-20385 Presentation for discussion, consideration, and approval to accept the "Memorandum of Understanding" (MOU) between Hidalgo County and the Hidalgo County HIDTA Task Force.

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

19. Urban County - Diana Serna: (Exhibit W)

At this time, the Court proceeded with item 8.A on the Consent Agenda.

A. AI-20396 Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County's membership and participation with Buy Board, an approved vendor Miracle Recreation Equipment Company (contract #269-07) in the amount of \$218.60 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes for the Las Flores Del Valley City Park. City of Mercedes UCP Year 22 (2009) Parks recreational facility Improvements funds will be utilized.

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

B. AI-20434 Urban County Program for Hidalgo County Precinct No. 3 is requesting consideration and action to award and enter into a Construction Contract with Sol Technologies, LLC. for the Precinct No. 3 Palmview Street Improvements at Tierra Linda Subdivision in the City of Palmview

AI-21970

18.A.

Backpay for employee no. 174408

CC REGULAR

Date: 07/13/2010

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Mr. Raul Silguero Jr.

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

430th District Court:

1. Approval to pay employee no. 174408 (Temporary employee, slot# T006) the total amount of \$936.00 for 104 regular hours worked during the period of 6/1/2010 - 7/2/2010, at the rate of \$9.00 per hour. To be paid next regular pay period.
2. Approval of intradepartmental transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: LIT

Link: Time and Attendance Record

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	07/09/2010 04:49 PM	APRV
2	Budget & Management	Erika Zamora	07/09/2010 04:53 PM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Damaris San Miguel Started On: 07/08/2010 03:35 PM

Final Approval Date: 07/09/2010

14.A.

C - Create one (1) Temporary Clerk I Position BUDGET & MANAGEMENT

Date: 06/15/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Judge Ramon
Department: BUDGET & MANAGEMENT
Agenda Category: District Courts

Information

CAPTION

430th District Court (1100):

1. Approval to create one (1) temporary part-time Clerk I position, slot no. T006, set salary at \$9.00 per hour. Position expires on 09/10/2010 (13 weeks).
2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Temporary position is needed for approximately 13 weeks (20 hrs per week) from June 15, 2010 until September 10, 2010.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-010-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds for proposed temporary position and related fringe benefit expenditures available from operating budget, pending intradepartmental transfer.

Attachments

Link: [PARS](#)

Link: [LIT](#)

Link: [Job Description](#)

Link: [Fiscal Note](#)

Link: [Revised salary schedule](#)

Form Routing/Status

Route Seq Inbox	Approved By	Date	Status
1 Sylvia Solis	Sylvia Solis	06/11/2010 11:38 AM	APRV
2 Budget & Management	Erika Zamora	06/11/2010 01:39 PM	APRV
3 Rosalinda Cantu	Rosie Cantu	06/11/2010 01:51 PM	APRV
4 Auditor's Office	Linda Fong	06/11/2010 03:09 PM	APRV
5 Purchasing Department	Marty Salazar	06/11/2010 04:03 PM	APRV

Form Started By: Sylvia Solis Started On: 06/09/2010 09:36 AM



COUNTY OF HIDALGO

Time and Attendance Record

Department Number:

010

Department Name:

430th Dist. Ct.

Pay Period Number:

12

Date:

July 8, 2010

Employee Id:

174408

Employee Name:

Jessica Garcia

DATE	HOLIDAY	WORKED	LWOP	LEAVE TAKEN					TOTAL
				ANNUAL	SICK	HOLIDAY	COMP	OTHER	
Mon									
Tue									
Wed									
Thu									
Fri									
Sat									
Sun									
TOTAL									

Mon	6/31	✓	0						0
Tue	6/1		8	✓					8
Wed	6/2		8						8
Thu	6/3		8						8
Fri	6/4		8						8
Sat									
Sun									
TOTAL			32						32

GRAND TOTAL			32						32

EMPLOYEE CERTIFICATION	
I certify that this is a correct statement of my hours worked.	
Signature: <u>Jessica Garcia</u>	Date: <u>7/8/10</u>
EMPLOYER CERTIFICATION	
I certify that this is a correct statement of the named employee's hours worked.	
Signature: <u>[Signature]</u>	Date: <u>7/08/10</u>

Comp Time Earned:	_____
Overtime Earned:	_____
Holiday Earned:	_____
Total Paid Hours:	_____
Note: Values shown are rounded values. Please consult your Time Keeper for the actual values	



COUNTY OF HIDALGO

Time and Attendance Record

Department Number: 010Department Name: 430th Dist. Ct.Pay Period Number: 13Date: July 8, 2010Employee Id: 174408Employee Name: Jessica Garcia

DATE	HOLIDAY	WORKED	LWOP	LEAVE TAKEN					TOTAL
				ANNUAL	SICK	HOLIDAY	COMP	OTHER	
Mon 6/7		4							4
Tue 6/8		4							4
Wed 6/9		4							4
Thu 6/10		4							4
Fri 6/11		4							4
Sat									
Sun									
TOTAL		20							20
Mon 6/14		4							4
Tue 6/15		4							4
Wed 6/16		4							4
Thu 6/17		4							4
Fri 6/18		4							4
Sat									
Sun									
TOTAL		20							20
GRAND TOTAL		40							40

EMPLOYEE CERTIFICATION

I certify that this is a correct statement of my hours worked.

Signature: Jessica GarciaDate: 7/8/10

EMPLOYER CERTIFICATION

I certify that this is a correct statement of the named employee's hours worked.

Signature: Shane RansomDate: 7/08/10

Comp Time Earned: _____

Overtime Earned: _____

Holiday Earned: _____

Total Paid Hours: _____

Note: Values shown are rounded values. Please consult your Time Keeper for the actual values



COUNTY OF HIDALGO

Time and Attendance Record

Department Number:

010

Department Name:

430th Dist. Ct.

Pay Period Number:

14

Date:

July 8, 2010

Employee Id:

174408

Employee Name:

Jessica Garcia

DATE	HOLIDAY	WORKED	LWOP	LEAVE TAKEN					TOTAL
				ANNUAL	SICK	HOLIDAY	COMP	OTHER	
Mon 6/21		4							4
Tue 6/22		4							4
Wed 6/23		4							4
Thu 6/24		4							4
Fri 6/25		4							4
Sat									
Sun									
TOTAL		20							20
Mon 6/28		4							4
Tue 6/29		4							4
Wed 6/30		0							0
Thu 7/1		0							0
Fri 7/2		4							4
Sat									
Sun									
TOTAL		12							12
GRAND TOTAL		32							32

EMPLOYEE CERTIFICATION

I certify that this is a correct statement of my hours worked.

Signature

Date

EMPLOYER CERTIFICATION

I certify that this is a correct statement of the named employee's hours worked.

Signature

Date

Comp Time Earned:

Overtime Earned:

Holiday Earned:

Total Paid Hours:

Note: Values shown are rounded values. Please consult your Time Keeper for the actual values

AI-21975

18.B.

**Hidalgo County Classification and Compensation Plan - Phase II
CC REGULAR**

Date: 07/13/2010
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

1. Discussion, consideration, and approval to implement Phase II of the Hidalgo County Classification and Compensation Plan (Elected/Appointed Offices).
2. Approval of intradepartmental/interdepartmental/interfund transfers to fund implementation of Classification and Compensation Plan.
3. Approval of the revised Salary Schedules for Phase II Offices (effective 08/02/2010).

BACKGROUND

Fiscal Impact

Attachments

Link: [interdepartmental transfer](#)

Link: [interfund transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	07/09/2010 04:59 PM	APRV
2	Budget & Management		07/09/2010 05:13 PM	NEW

Form Started By: Sergio Cruz
Started On: 07/09/2010 09:53 AM
Final Approval Date: 07/09/2010

INTER-DEPARTMENTAL TRANSFER

DATE: July 13, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 0-1100-415-00-115-002-0-899

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
0-1100-415-00-115-002-0-899	Co Wide Adm - Contingency	(9,994.50)
TO:		
0-1100-415-15-140-001-0-113	Tax Off - Reg F/T Employees	7,128.42
0-1100-415-15-140-001-0-220	Tax Off - FICA	545.32
0-1100-415-15-140-001-0-230	Tax Off - Retirement	678.63
0-1100-415-15-140-001-0-250	Tax Office - Unemployment	35.64
0-1100-421-00-280-001-0-113	Sheriff - Reg F/T Employees	1,031.88
0-1100-421-00-280-001-0-220	Sheriff - FICA	78.94
0-1100-421-00-280-001-0-230	Sheriff - Retirement	98.23
0-1100-421-00-280-001-0-250	Sheriff - Unemployment	5.16
0-1100-421-00-291-001-0-113	Constable Pct. 1 - Reg F/T Employees	162.88
0-1100-421-00-291-001-0-220	Constable Pct. 1 - FICA	12.46
0-1100-421-00-291-001-0-230	Constable Pct. 1 - Retirement	15.51
0-1100-421-00-291-001-0-250	Constable Pct. 1 - Unemployment	0.81
0-1100-421-00-293-001-0-113	Constable Pct. 3 - Reg F/T Employees	170.50
0-1100-421-00-293-001-0-220	Constable Pct. 3 - FICA	13.04
0-1100-421-00-293-001-0-230	Constable Pct. 3 - Retirement	16.23
0-1100-421-00-293-001-0-250	Constable Pct. 3 - Unemployment	0.85
	Total Budget (Increase/Decrease)	0.00

REASON: Transfer for the implementation of the County's Classification and Compensation Plan Phase II.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

DATE: July 13, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 0-1100-415-00-115-002-0-899

CONTACT PERSON: Perla Lopez

PHONE: 292-7025 ext. 5419

2010
Transfer



SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-415-00-115-002-0- 899	Co Wide Adm - Contingency	(1,155.08)
0-1100-491-01-000-222-0- 891	Transfers Out - DA Bad Check	550.61
0-1100-491-01-000-227-0- 891	Transfers Out - Shrf Investig HB65	346.49
0-1100-491-01-000-238-0- 891	Transfers Out - County Records Mgmt	202.61
0-1100-491-01-000-235-0- 891	Transfers Out - DC Rec Mgmt/Preserv	55.37
0-1222-391-01-000-100-0- 000	Transfers In - Co Wide Adm	550.61
0-1227-391-01-000-100-0- 000	Transfers In - Co Wide Adm	346.49
0-1238-391-01-000-100-0- 000	Transfers In - Co Wide Adm	202.61
0-1235-391-01-000-100-0- 000	Transfers In - Co Wide Adm	55.37
0-1222-412-00-080-006-0- 113	DA Bad Ck - Reg F/T Employees	467.92
0-1222-412-00-080-006-0- 220	DA Bad Ck - FICA	35.80
0-1222-412-00-080-006-0- 230	DA Bad Ck - Retirement	44.55
0-1222-412-00-080-006-0- 250	DA Bad Ck - Unemployment	2.34
0-1227-421-00-280-005-0- 113	Sheriff Investig HB65 - Reg F/T Employees	294.46
0-1227-421-00-280-005-0- 220	Sheriff Investig HB65 - FICA	22.53
0-1227-421-00-280-005-0- 230	Sheriff Investig HB65 - Retirement	28.03
0-1227-421-00-280-005-0- 250	Sheriff Investig HB65 - Unemployment	1.47
0-1238-415-40-180-004-0- 113	County Records Mgmt - Reg F/T Employees	172.19
0-1238-415-40-180-004-0- 220	County Records Mgmt - FICA	13.17
0-1238-415-40-180-004-0- 230	County Records Mgmt - Retirement	16.39
0-1238-415-40-180-004-0- 250	County Records Mgmt - Unemployment	0.86
0-1235-412-00-090-008-0- 121	DC Rec Mgmt/Preserv - Temp F/T Employees	51.19
0-1235-412-00-090-008-0- 220	DC Rec Mgmt/Preserv - FICA	3.92
0-1235-412-00-090-008-0- 250	DC Rec Mgmt/Preserv - Unemployment	0.26
TOTAL BUDGET INCREASE (DECREASE)		1,155.08

REASON: Transfer for the implementation of the County's Classification & Compensation Plan Phase II.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-21985

18.C.1.

Precinct #4 R&B - Appropriation (1200)

CC REGULAR

Date: 07/13/2010
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Precinct #4

Information

CAPTION

Pct. #4 R&B (1200):
Approval of 2010 appropriation of funds into Precinct No. 4 Paved and Unpaved Road in the total amount of \$10,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2010 appropriation of funds in the amount of \$10,000.00. Funds available for appropriation as of 7/9/10 \$10,297.41

Object Appropriation

Code Amount

613 2,000.00

672 8,000.00

Total 10,000.00

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2010 02:52 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/09/2010 03:24 PM	APRV
3	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Jr. Munoz Started On: 07/09/2010 02:37 PM

Final Approval Date: 07/09/2010

DATE: July 12, 2010

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Pct. #4 R&B

ACCOUNT NUMBER: 0-1200-431-00-124-007-0-XXX

Contact Person: Rumaldo Munoz, Ph# (956) 383-3112 ext. 4002

2010
Appropriation
AI-21985



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
0-1200-431-00-124-007-0-613	Safety Supplies	2,000.00
0-1200-431-00-124-007-0-672	Equip & Veh R&M Supplies	8,000.00
TOTAL BUDGET INCREASE (DECREASE)		10,000.00

REASON: To cover expenditures for the remainder of 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-21974**18.D.1.**

Approval of reclassification of various positions
CC REGULAR

Date: 07/13/2010
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

Reclassifications:

a. Approval to reclassify the following regular full time positions, effective 07/19/10.
 Reviewed and recommended by the Classification Committee as per the Hidalgo County Personnel Handbook .

Slot No.	Dept Name/ No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Current Grade	Proposed Grade
007	Co. Judge 110-006	Administrative Aide II	Administrative Assistant IV	\$35,000.00	\$41,006.00	N/A	N/A
009	Sheriff's Office 280-001	Executive Assistant	Chief Administrator	\$56,175.00	\$65,253.00	N/A	N/A
011	Texas Agrilife Ext. Services 380-001	Clerk I	Administrative Assistant II	\$21,164.00	\$27,276.00	01	06

b. Approval of intradepartmental/interdepartmental transfer.
 c. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-413-00-110-006-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

County Judge:
 Funds available from deletion of position. Ref. AI#21977/12A

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-461-00-380-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

TX. Agri-life Extension Services:
 See intradepartmental transfer attached.

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Sheriff's Dept.:

Funds provided from Co. Wide Adm. Refer to AI-21984.

Attachments

Link: [county judge - backup](#)

Link: [ext. services- backup](#)

Link: [sheriff's- backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	07/09/2010 04:29 PM	APRV
2	Budget & Management	Erika Zamora	07/09/2010 04:42 PM	APRV
3	Sylvia Solis	Sylvia Solis	07/09/2010 05:03 PM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Rosie Cantu

Started On: 07/08/2010 04:54 PM

Final Approval Date: 07/09/2010



HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: COUNTY JUDGE'S OFFICE

DATE: 07/08/2010

DEPARTMENT NUMBER: 110

PROGRAM NUMBER: 006

CURRENT SLOT #: 007

NO. OF POSITIONS: 1

DEPARTMENT CLASSIFICATION REQUEST- RECLASSIFICATION

CURRENT

ADMINISTRATIVE AIDE II

\$35,000.00

Classification/Position Title

Pay Grade/Salary

REQUESTED GRADE/ TITLE:

ADMINISTRATIVE ASSISTANT IV

\$41,006.00

Classification/Position Title

Pay Grade/Salary

COMMITTEE RECOMMENDATION

Administrative Assistant IV

\$41,006.00

Classification/Position Title

Pay Grade/Salary

COMMENTS:

AFFECTED NO. OF POSITIONS- 1

SIGNATURES



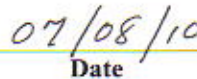
Human Resources Representative



Date



County Treasurer Representative



Date



Budget & Management Representative



Date



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY JUDGE'S OFFICE (110)

DATE: 06/17/10

CURRENT POSITION TITLE: ADMINISTRATIVE AIDE II

CURRENT SLOT. #: 0007

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: \$ 35,000.00 \$ 41,006.00 \$ 6,006.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

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

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐
Object 121 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:				
Exempt	☐	FLSA: Exempt ☐		
Non-Exempt	☒	Non-Exempt ☒		
N/A	☐			

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

Employee in slot # 0007 performs duties in accordance with an Administrative Assistant IV position and will also be assisting with the duties carried out by employee in slot # 0025 which is now vacant and will remain vacant for the rest of the year.

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)

Employee in slot # 0007 is now responsible for preparing, editing, and distributing correspondence and other documents. Employee also coordinates meetings and events and will perform duties previously performed by employee in slot # 0025 which is now vacant. Duties include: data entry, maintaining files and records, reviewing forms and applications for completeness, and provide assistance to constituents and visitors.

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	06/17/10		
2.	HUMAN RESOURCES DIRECTOR	DATE 7/8/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 7/08/2010	PERSONNEL PROCEDURES COMPLETED	☒ YES ☐ NO
			BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY COUNTY JUDGE'S OFFICE

OLD

Job Title: Administrative Aide II FLSA Status: Non-Exempt

Dept. Code: 110-006 Civil Service Status: Non-Exempt

SUMMARY:

Performs multiple tasks for the staff of the County Judge's office and provides assistance to the Chief Administrator and support to the administrative assistants. This position reports to an elected official and department head. Must be capable of completing detailed paperwork and be able to assist the administrative aides with their respective projects at the same time. Must be able to perform all other duties directed by the County Judge or by the Chief Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- May prepare agendas, materials, related thereto and see that all legal requirements are met;
- May be responsible for following up on action of a court, committee or assigned group to ensure that decisions are implemented, contracts are prepared and appropriate parties are notified;
- Responsible for establishing and maintaining official documents and records in appropriate files;
- May be asked to attend some meetings to take notes or furnish information;
- May receive visits or calls regarding complaints which may be resolved or referred to proper person for resolution;
- Should maintain a professional appearance and business attire;
- Should maintain confidentiality with private matters of the County Judge's office;
- Assists office staff as requested or assigned;
- Regular attendance is a must;
- Ability to work well with others;
- Other duties as assigned;

QUALIFICATION REQUIREMENTS:

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

EDUCATION and/or EXPERIENCE:

- Bachelor's degree and a minimum of two years administrative or governmental experience preferred;

CERTIFICATES, LICENSES, REGISTRATIONS:

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

OTHER SKILLS AND ABILITIES:

- Ability to read, interpret, and accepts documents such as safety rules, operating and maintenance instructions, and procedure manuals;
- Ability to complete reports and answer routing correspondence;
- Ability to apply common sense understanding and direct staff in written, oral, or diagram form;
- Ability to supervise and communicate effectively with staff and the public;
- Ability to deal with problems involving several concrete variables in standardized situations;
- Employee may be assigned other duties in addition to those listed; duties may change according to changing needs of the County;
- Must have knowledge of computers and spreadsheets;

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;

ADMINISTRATIVE ASSISTANT IV

New

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

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: 21974

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 13, 2010

Summary of request/proposal:

COUNTY JUDGES (1100):

Approval to reclassify one (1) regular full time position, slot no. 007 from Administrative Aide II to Administraive Assistant IV, budgeted salary \$41,006.00.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Administrative Aide II	0007	113	-	-	35,000.00	0.00	(35,000.00)
"	Administraive Assistant IV	"	"	-	-	0.00	41,006.00	41,006.00
TOTAL:						35,000.00	41,006.00	6,006.00

NOTE: POSITION RECLASSIFICATION REQUEST

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-413-00-110-006-0- 113	CO. JUDGE - REG F/T EMPLOYEES	\$2,761.38
0-1100-413-00-110-006-0- 211	CO. JUDGE - HEALTH INSURANCE	\$0.00
0-1100-413-00-110-006-0- 212	CO. JUDGE - LIFE INSURANCE	\$0.00
0-1100-413-00-110-006-0- 220	CO. JUDGE - FICA	\$211.25
0-1100-413-00-110-006-0- 230	CO. JUDGE - RETIREMENT	\$262.88
0-1100-413-00-110-006-0- 250	CO. JUDGE - UNEMPLOYMENT COMP	\$13.81
0-1100-413-00-110-006-0- 260	CO. JUDGE - WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$3,249.32

2011 Budgetary Impact: \$7,094.45

Possible Funding Sources:

WITHIN DEPT BUDGET

Budget Office Recommendation: FUNDS TO COVER INCREASE IN SALARY TO BE FUNDED BY FUNDS FROM DELETED ADMINISTRATIVE AIDE I POSITION, SLOT NO. 0025 (REF: AI-21977 CC 07/13/10). NO TRANSFER REQUIRED.

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-413-00-110-006-0

AI - 21974

CO. JUDGE

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY JUDGE	114,660.00	0.00	0.00	0	0.00	0.00	114,660.00	114,660.00	0.00	0.00	0.00	8,000.00	0.00	122,660.00
0002	113	CHIEF ADMIN	81,440.10	0.00	0.00	0	0.00	0.00	81,440.00	81,440.00	0.00	0.00	0.00	5,400.00	0.00	86,840.00
0003	113	ASSISTANT CHIEF ADMINISTRATOR	76,331.00	0.00	0.00	0	0.00	0.00	76,331.00	76,331.00	1,260.00	0.00	0.00	0.00	0.00	77,591.00
0006	113	ADMINISTRATIVE ASSISTANT	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	54,600.00	360.00	0.00	0.00	0.00	0.00	54,960.00
		ADMINISTRATIVE ASSISTANT IV						6,006.00	41,006.00							
		↓						↓	↓							
0007	113	ADMINISTRATIVE AIDE II	35,000.00	0.00	0.00	0	0.00	0.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
0011	113	EXECUTIVE ASST	48,657.00	0.00	0.00	0	0.00	0.00	48,657.00	48,657.00	480.00	0.00	0.00	0.00	0.00	49,137.00
0012	113	ADMINISTRATIVE ASSISTANT	46,956.00	0.00	0.00	0	0.00	0.00	46,956.00	46,956.00	0.00	0.00	0.00	0.00	0.00	46,956.00
0018	113	ADMINISTRATIVE AIDE II	45,046.00	0.00	0.00	0	0.00	0.00	45,046.00	45,046.00	0.00	0.00	0.00	0.00	0.00	45,046.00
0020	113	ADMIN AIDE II	35,000.00	0.00	0.00	0	0.00	0.00	35,000.00	35,000.00	0.00	0.00	0.00	0.00	0.00	35,000.00
0024	113	ADMINISTRATIVE ASSISTANT	52,416.00	0.00	0.00	0	0.00	0.00	52,416.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
0027	113	ECONOMIC DEVELOPMENT PLANNER II	58,800.00	0.00	0.00	0	0.00	0.00	58,800.00	53,000.00	0.00	0.00	0.00	0.00	0.00	53,000.00
			362,031.10	0.00	0.00		0.00	6,006.00	403,037.00	362,031.00	1,620.00	0.00	0.00	13,400.00	21,974.00	377,051.00

Approval to reclassify one (1) regular full time position, slot no. 007 from Administrative Aide II to Administrative Assistant IV, budgeted salary \$41,006.00. Reviewed and recommended by the Classification Committee as per the Hidalgo County Personnel Handbook .



HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: TEXAS AGRILIFE EXT. SERVICES

DATE: 07/08/2010

DEPARTMENT NUMBER: 380

PROGRAM NUMBER: 001

CURRENT SLOT #: 011

NO. OF POSITIONS: 1

DEPARTMENT CLASSIFICATION REQUEST- RECLASSIFICATION

CURRENT

CLERK I

\$21,164.00/ GRADE 01

Classification/Position Title

Pay Grade/Salary

REQUESTED GRADE/ TITLE:

ADMINISTRATIVE ASSISTANT II

\$27,276.00/ GRADE 6

Classification/Position Title

Pay Grade/Salary

COMMITTEE RECOMMENDATION

Administrative Assistant II \$27,276.00 Grade 6

Classification/Position Title

Pay Grade/Salary

COMMENTS:

AFFECTED NO. OF POSITIONS- 1

SIGNATURES

[Signature]
Human Resources Representative

7/8/2010
Date

Norma G. Garcia
County Treasurer Representative

07/08/10
Date

[Signature]
Budget & Management Representative

7/08/2010
Date



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Texas Agrilife/380

DATE: 07/06/2010

CURRENT POSITION TITLE: Clerk I

CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: Administrative Assistant II
(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: \$ 21,164 Current Budgeted Salary \$ 27,276 Proposed Budgeted Salary \$ 6,112 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:				
Exempt	☐	FLSA: Exempt ☐		
Non-Exempt	☒	Non-Exempt ☒		
N/A	☐			

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

This position requires a reclassification to comply with the new Classification and Compensation Plan and Related Policies.

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)

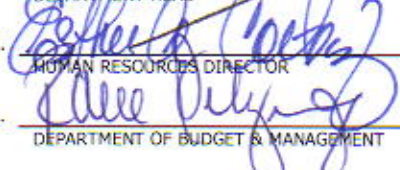
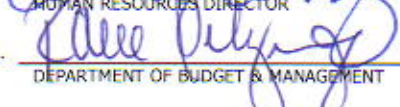
This employee has been performing the duties of Administrative Assistant II and was inadvertently misclassified as a Clerk I.

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	07/06/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	 HUMAN RESOURCES DIRECTOR	7/8/2010 DATE	PERSONNEL PROCEDURES COMPLETED	☒ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	7/08/2010 DATE	BUDGET PROCEDURES COMPLETED	☒ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

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:

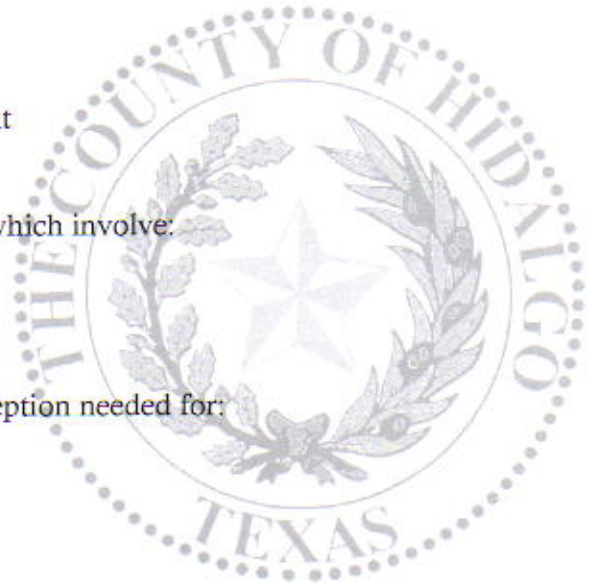
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

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



ADMINISTRATIVE ASSISTANT II

New

GRADE: 06

GENERAL DESCRIPTION

Employee performs routine administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee works under moderate supervision with limited latitude for the use of initiative and independent judgment and may train others.

EXAMPLES OF WORK PERFORMED

Prepares and disseminates information concerning agency programs and services

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries and interprets rules, regulations, policies, and procedures

Assists in the development of administrative or technical assistance policies and procedures

Assists in planning meetings and conferences

May assist in researching, composing, designing, or editing agency publications

May review and route mail

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One to two (1-2) years of experience in administrative support work in a governmental setting; Graduation from a standard senior high school or equivalent and a certification of completion from vocational training is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in the use of standard office equipment and software

Ability to implement administrative procedures; to interpret rules, regulations, policies, and procedures; to communicate effectively; 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
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment

- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 21974

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 13, 2010

Summary of request/proposal:

Texas Agrilife Extension Services (1100):

Approval to reclassify the one (1) regular full time Clerk I position to Administrative Assistant II, slot no.011, effective 07/19/10. Reviewed and recommended by the Classification Committee as per the Hidalgo County Personnel Handbook .

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	CLERK I	0011	113	1	5	21,164.00	0.00	(21,164.00)
"	ADMINISTRATIVE ASST. II	"	"	6	1	0.00	27,276.00	27,276.00
TOTAL:						21,164.00	27,276.00	6,112.00

NOTE: POSITION RECLASSIFICATION REQUEST

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-461-00-380-001-0- 113	TX AGRILIFE EXT - REG F/T EMPLOYEES	\$2,810.11
0-1100-461-00-380-001-0- 211	TX AGRILIFE EXT - HEALTH INSURANCE	\$0.00
0-1100-461-00-380-001-0- 212	TX AGRILIFE EXT - LIFE INSURANCE	\$0.00
0-1100-461-00-380-001-0- 220	TX AGRILIFE EXT - FICA	\$214.97
0-1100-461-00-380-001-0- 230	TX AGRILIFE EXT - RETIREMENT	\$267.52
0-1100-461-00-380-001-0- 250	TX AGRILIFE EXT - UNEMPLOYMENT COMP	\$14.05
0-1100-461-00-380-001-0- 260	TX AGRILIFE EXT - WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$3,306.65

2011 Budgetary Impact: \$7,219.66

Possible Funding Sources: WITHIN DEPT BUDGET (INTRADEPT TRANSFER)

Budget Office Recommendation:

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: July 9, 2010

DEPARTMENT Raul Silguero, Jr., Budget Officer

HEAD:

DEPARTMENT Department of Budget & Management for Tx. Agrilife Ext. Services

NAME: _____

ACCOUNT

NUMBER: 0-1100-461-00-380-001-0-XXX

SUBJECT: Intradepartmental transfer(s)

2010

Transfer



Contact: Rosie Cantu

Ph#: 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
114	Reg Part-time Employees	113	Reg Full-Time Employees	\$2,000.00
114	Reg Part-time Employees	113	Reg Full-Time Employees	\$811.00
114	Reg Part-time Employees	220	FICA	\$215.00
114	Reg Part-time Employees	230	Retirement	\$268.00
114	Reg Part-time Employees	250	Unemployment Comp.	\$15.00
535	Postage	601	Office & Computer Supplies	\$ 3,000.00
TOTAL				\$ 6,309.00

REASON: Transfer to fund cost of increase in budgeted salary for reclassification of position. Clerk I position @ \$21,164.00 reclassified to Administrative Assistant II @ \$27,276.00 (salaries & fringes have been prorated from 07/19/10 to 12/31/2010. Also, to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-461-00-380-001-0

AI - 21974

TX AGRILIFE EXT

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	4H YOUTH OUTREACH COORD	33,790.05	0.00	0.00	0	0.00	(208.00)	33,582.00	33,790.00	300.00	0.00	0.00	2,873.00	0.00	36,963.00
0003	113	ADMINISTRATIVE ASSISTANT II	30,048.00	0.00	0.00	0	0.00	93.00	30,141.00	30,141.00	0.00	0.00	0.00	0.00	0.00	30,141.00
0004	113	ADMINISTRATIVE ASSISTANT II	30,048.00	0.00	0.00	0	0.00	93.00	30,141.00	30,141.00	840.00	0.00	0.00	0.00	0.00	30,981.00
A005	113	COORDINATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	29,706.00
A006	113	C E A-FCS	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	24,868.00	4,838.00	0.00	29,706.00
0007	113	FML & CNSMR SCNC PRG ASST	22,830.00	0.00	0.00	0	0.00	339.00	23,169.00	23,169.00	0.00	0.00	0.00	2,873.00	0.00	26,042.00
A008	113	CEA-FR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	20,475.00	4,838.00	0.00	25,313.00
A009	113	C E A-HORTICUL	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	20,475.00	0.00	0.00	20,475.00
A010	113	C E A - 4-H	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	17,195.00	0.00	0.00	17,195.00
		ADMINISTRATIVE ASSISTANT II						11,503.00	27,276.00							
		↓						↓	↓							
0011	113	CLERK I	15,773.00	0.00	15,773.00	0	0.00	5,391.00	21,164.00	21,164.00	0.00	0.00	0.00	0.00	0.00	21,164.00
0012	113	ADMINISTRATIVE ASSISTANT II	0.00	27,276.00	27,276.00	0	0.00	0.00	27,276.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			93,886.05	0.00	0.00		0.00	11,820.00	171,585.00	94,072.00	1,140.00	0.00	24,868.00	7,711.00	21,974.00	127,791.00

Approval to reclassify the one (1) regular full time Clerk I position to Administrative Assistant II, slot no.011, effective 07/19/10. Reviewed and recommended by the Classification Committee as per the Hidalgo County Personnel Handbook .



**Hidalgo County
Commissioners'
Court**

Rene A. Ramirez
County Judge

A. C. Cuellar, Jr.
Commissioner, Precinct 1

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Oscar L. Garza, Jr.
Commissioner, Precinct 4

Executive Office

Valde Guerra
Executive Officer

2818 S. Business Hwy 281
Edinburg, Texas 78539

(956) 292-7025 | P
(956) 292-7035 | F
www.co.hidalgo.tx.us | W

MEMORANDUM

To: Mr. Raul Silguero, Budget Officer
From: Mr. Valde Guerra, Executive Officer
Date: Wednesday, July 7, 2010
Subject: Request for Position Reclassification for Texas Agrilife Extension Services

Attached, please find a Personnel Adjustment Request and supporting backup documentation for a position reclassification from Clerk I to Administrative Assistant II for Slot #0011 of Texas Agrilife Extension Services (Department #380).

This employee has been performing the duties of Administrative Assistant II and was inadvertently misclassified as a Clerk I. This reclassification is necessary to comply with the Hidalgo County Classification and Compensation Plan and Related Policies.

Should you have any questions, please do not hesitate to contact me.



HIDALGO COUNTY

CLASSIFICATION COMMITTEE RECOMMENDATION FORM

DEPARTMENT NAME: SHERIFF'S OFFICE

DATE: 06/23/2010

DEPARTMENT NUMBER: 280

PROGRAM NUMBER: 001

CURRENT SLOT #: 009

NO. OF POSITIONS: 1

DEPARTMENT CLASSIFICATION REQUEST- RECLASSIFICATION

CURRENT

EXECUTIVE ASSISTANT

\$56,175.00

Classification/Position Title

Pay Grade/Salary

REQUESTED GRADE/ TITLE:

CHIEF ADMINISTRATOR

\$65,253.00

Classification/Position Title

Pay Grade/Salary

COMMITTEE RECOMMENDATION

Chief Administrator

\$65,253.00

Classification/Position Title

Pay Grade/Salary

COMMENTS:

AFFECTED NO. OF POSITIONS- 1

SIGNATURES



Human Resources Representative


Date



County Treasurer Representative


Date



Budget & Management Representative


Date



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:

DATE: 6/20/10

CURRENT POSITION TITLE: EXECUTIVE ASSISTANT

CURRENT SLOT #: 001-0009

REQUESTED POSITION TITLE: CHIEF ADMINISTRATOR
(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: \$ 56,175.00 \$ 65,253.00 \$ 9,078.00
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

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

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114
Full Time Temporary ☐ Part Time Temporary ☐
Object 121 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)

Will supervise and manage the daily administrative functions of the HCSO to include but not limited to: budget, grant submissions, communications, phone operations, quartermaster inventory and supply, maintenance, janitorial services and commissary operations. Will also have administrative oversight over all civilian personnel.

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)

See attached Chief Administrator Job Description

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. 
DEPARTMENT HEAD

2. 
HUMAN RESOURCES DIRECTOR

3. 
DEPARTMENT OF BUDGET & MANAGEMENT

6-20-10
DATE

7/8/2010
DATE

7/8/2010
DATE

4. COMMISSIONERS COURT APPROVAL

DATE

FUNDING AVAILABLE IN DEPT. BUDGET

☒ YES ☐ NO

PERSONNEL PROCEDURES COMPLETED

☒ YES ☐ NO

BUDGET PROCEDURES COMPLETED

☒ YES ☐ NO

OLD

HIDALGO COUNTY SHERIFF'S OFFICE

Job Title: Executive Assistant	FLSA Status:	Exempt
Department: 280	Civil Service Status:	Exempt

Summary:

This position performs a wide range of complex, confidential and sensitive executive level administrative duties for the Sheriff.

Distinguishing Characteristics of the Class:

Positions in this class, under general supervision, identify issues, conduct research and develop solutions, options and alternatives for a variety of sensitive, confidential or complex administrative, managerial or operational problems; prepare a variety of reports and correspondence; serve as liaison to the operating bureaus or divisions of the Sheriff's Office; implement and manage a variety of special projects and activities; The work requires knowledge of personnel practices, activities, rules and procedures and of management techniques. Guidelines are available in Sheriff's Office policies and procedures and other materials. However, considerable judgment is used to determine the best way to study and prepare recommendations on complex, confidential and sensitive administrative management and operational problems and in solving the more complex and difficult problems. This class differs from the Administrative Assistant in that the Executive Assistant position provides administrative support to the head of an office or department. Personal contact is primarily with representatives of other departments and agencies, bureau level commanders and division level captains, the staff of elected officials and with the public for coordinating inter-divisional work efforts, researching problems and providing information on the programs and activities of the Sheriff's Office.

Examples of Work:

- Serves as primary professional staff support for the Sheriff; conducts research, develops options or solutions and makes recommendations on a variety of management and administrative problems and concerns; and participates in management level decision making regarding policies, programs and actions.
- Serves as liaison between the executive and the various bureau commanders division captains; provides direction on and monitors assignments given to bureau commanders and/or division captains; manages major inter-divisional projects or studies.

- Reviews all correspondence and requests for information directed to the executive; distributes correspondence to appropriate bureaus and divisions for response; tracks and follows up on correspondence assignments; and personally prepares memos, correspondence and reports as necessary.
- May act as Sheriff's Office representative to other departments, federal, state and local agencies, and with the public, the County Judge's Office and with Commissioner's Court's staff; negotiates and resolves administrative policies and issues; attends meetings and makes presentations as necessary; oversees preparation of news releases, announcements and other types of information to the media; and interprets and explains Sheriff's Office policies, procedures and actions.
- May participate in or monitor personnel activities such as interviewing, selection, training programs and performance evaluation.
- Performs other related duties of a comparable level/type as assigned.

SUPERVISORY RESPONSIBILITIES:

- Has supervisory authority over all civilian clerical personnel.

Minimum Qualifications:

Requires four years of experience as an administrative staff assistant, legal assistant, or in a related field, or a Bachelor's degree in business or public administration, or other field related to administrative work (or a combination of education and/or training and/or experience that provides an equivalent background required to perform the work of the class).

CERTIFICATES, LICENSES & REGISTRATION

- Must possess a valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILL AND ABILITIES

- Ability to communicate effectively both orally and in writing;
- Ability to work with the general public;
- Ability to use a personal computer or terminal accessing a mainframe computer using standard word processing and spreadsheet software packages;
- Ability to speak clearly and concisely;
- Ability to keep accurate records;
- Good knowledge of business English, spelling and punctuation;
- Ability to type 45 wpm;
- Ability to establish and maintain effective working relationships with other county employees and the general public;
- Employee may be assigned to other duties in addition to those listed and duties may change according to changing needs of department;
- Ability to read and write in English language;

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively with citizens and employees of organization;
- Ability to solve practical problems and deal with a variety of concrete variable in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

APPLICANT SCREENING

- The top candidates, based on a review of the completed applications for employment and the information submitted with the applications, will be referred to the Sheriff's Office for a personal review.
- Successful applicant will undergo a thorough background investigation prior to being offered the position. Applicant must pass the background investigation to be selected for the position.

INFORMATION AND DOCUMENTS TO BE SUBMITTED TO HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT

- Application for Employment;
- Copy of High School Diploma or GED Certificate;
- College transcript, if applicable;
- Copies of certificates of training;
- Military Service Discharge Certificate (DD214), if applicable;
- Copy of current Texas Motor Vehicle Operator's License;
- Any other background information and documentation the Applicant desires to present.

PHYSICAL DEMANDS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee is required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

- The work environment is usually moderate.

SAFETY REQUIREMENT

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
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

- Required to follow all county safety regulations.

HIDALGO COUNTY SHERIFF'S OFFICE

New

Job Title: Chief Administrator	FLSA Status:	Exempt
Department: 280	Civil Service Status:	Exempt

Summary:

This position performs a wide range of complex, confidential and sensitive executive level administrative duties for the Sheriff.

General Description:

Positions in this class, under general supervision, identify issues, conduct research and develop solutions, options and alternatives for a variety of sensitive, confidential or complex administrative, managerial or operational problems; prepare a variety of reports and correspondence; serve as liaison to the operating bureaus or divisions of the Sheriff's Office; implement and manage a variety of special projects and activities; The work requires knowledge of personnel practices, activities, rules and procedures and of management techniques. Guidelines are available in Sheriff's Office policies and procedures and other materials. However, considerable judgment is used to determine the best way to study and prepare recommendations on complex, confidential and sensitive administrative management and operational problems and in solving the more complex and difficult problems. Personal contact is primarily with representatives of other departments and agencies, bureau level commanders and division level captains, the staff of elected officials and with the public for coordinating inter-divisional work efforts, researching problems and providing information on the programs and activities of the Sheriff's Office.

Examples of Work:

- Serves as primary professional staff support for the Sheriff; conducts research, develops options or solutions and makes recommendations on a variety of management and administrative problems and concerns; and participates in executive management level decision making regarding policies, programs and actions.
- Serves as liaison between the executive and the various bureau commanders division captains; provides direction on and monitors administrative assignments given to bureau commanders and/or division captains; manages major inter-divisional non-operational projects or studies.
- Reviews all correspondence and requests for information directed to the executive; distributes correspondence to appropriate bureaus and divisions for

response; tracks and follows up on correspondence assignments; and personally prepares memos, correspondence and reports as necessary.

- May act as Sheriff's Office liaison to other county departments, federal, state and local law enforcement and social agencies, the public, the County Judge's Office and with Commissioner's Court's staff; negotiates and resolves administrative policies and issues; attends meetings and makes presentations as necessary; oversees preparation of news releases, announcements and other types of information to the media; and interprets and explains Sheriff's Office policies, procedures and actions.
- May participate in or monitor personnel activities such as interviewing, selection, training programs and performance evaluation.
- Monitor departmental resources to ensure compliance with operating budgets, project budgets and applicable policies and laws.
- Performs other related duties of a comparable level/type as assigned.

SUPERVISORY RESPONSIBILITIES:

- Has supervisory authority over all civilian personnel and civilian supervisors.

Minimum Qualifications:

Five (5) years of progressively responsible and related work experience is required. Bachelor's degree in business or public administration, or other field related to administrative work (or a combination of education and/or training and/or experience that provides an equivalent background required to perform the work of the class).

CERTIFICATES, LICENSES & REGISTRATION

- Must possess a valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILL AND ABILITIES

- Ability to communicate effectively both orally and in writing;
- Ability to work with the general public;
- Ability to use a personal computer or terminal accessing a mainframe computer using standard word processing and spreadsheet software packages;
- Ability to speak clearly and concisely;
- Ability to keep accurate records;
- Good knowledge of business English, spelling and punctuation;
- Ability to type 45 wpm;
- Ability to establish and maintain effective working relationships with other county employees and the general public;
- Employee may be assigned to other duties in addition to those listed and duties may change according to changing needs of department;
- Ability to read and write in English language;

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively with citizens and employees of organization;
- Ability to solve practical problems and deal with a variety of concrete variable in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

APPLICANT SCREENING

- The top candidates, based on a review of the completed applications for employment and the information submitted with the applications, will be referred to the Sheriff's Office for a personal review.
- Successful applicant will undergo a thorough background investigation prior to being offered the position. Applicant must pass the background investigation to be selected for the position.

INFORMATION AND DOCUMENTS TO BE SUBMITTED TO HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT

- Application for Employment;
- Copy of High School Diploma or GED Certificate;
- College transcript, if applicable;
- Copies of certificates of training;
- Military Service Discharge Certificate (DD214), if applicable;
- Copy of current Texas Motor Vehicle Operator's License;
- Any other background information and documentation the Applicant desires to present.

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.
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- The work environment is usually moderate.

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

- Sitting for extended periods of time

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Maintain mental capacity which permits:

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- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM

- Required to follow all county safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: **21974**

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 13, 2010

Summary of request/proposal:

Sheriff's Office (1100):

Approval to reclassify one regular full time position, slot no. 009 from Executive Assistant to Chief Administrator, budgeted salary \$65,253.00.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	EXECUTIVE ASSISTANT	0009	113	-	-	56,175.00	0.00	(56,175.00)
"	CHIEF ADMINISTRATOR	"	"	-	-	0.00	65,253.00	65,253.00
TOTAL:						56,175.00	65,253.00	9,078.00

NOTE: POSITION RECLASSIFICATION REQUEST

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-421-00-280-001-0- 113	SHERIFF DEPT. - REG F/T EMPLOYEES	\$4,173.79
0-1100-421-00-280-001-0- 211	SHERIFF DEPT. - HEALTH INSURANCE	\$0.00
0-1100-421-00-280-001-0- 212	SHERIFF DEPT. - LIFE INSURANCE	\$0.00
0-1100-421-00-280-001-0- 220	SHERIFF DEPT. - FICA	\$319.30
0-1100-421-00-280-001-0- 230	SHERIFF DEPT. - RETIREMENT	\$397.35
0-1100-421-00-280-001-0- 250	SHERIFF DEPT. - UNEMPLOYMENT COMP	\$20.87
0-1100-421-00-280-001-0- 260	SHERIFF DEPT. - WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$4,911.31

2011 Budgetary Impact: \$10,723.17

Possible Funding Sources: CO WIDE CONTINGENCY

Budget Office Recommendation: INTERDEPARTMENTAL TRANSFER

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: July 9, 2010

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR SHERIFF'S OFFICE

SUBJECT: INTERDEPARTMENTAL TRANSFER

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

2010
Transfer



Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(\$4,913.00)
TO:		
0-1100-421-00-280-001-0-113	SHERIFF-REG F/T EMPLOYEES	4,174.00
0-1100-421-00-280-001-0-220	SHERIFF-FICA	320.00
0-1100-421-00-280-001-0-230	SHERIFF-RETIREMENT	398.00
0-1100-421-00-280-001-0-250	SHERIFF-UNEMPLOYMENT COMP	21.00
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON:

Transfer to fund cost of increase in budgeted salary for reclassification of position. Executive Assistant position @ \$56,175.00 reclassified to Chief Administrator @ \$65,253.00 (salaries & fringes have been prorated from 07/19/10 to 12/31/2010).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

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

SHERIFF

AI - 21815

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	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY SHERIFF	136,500.00	0.00	0.00	0	0.00	0.00	136,500.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
0002	113	CHIEF DEPUTY	85,000.00	0.00	0.00	0	0.00	0.00	85,000.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
0003	113	DIVISION COMM	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
0004	113	DIVISION COMM	75,000.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
0005	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
0006	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
0007	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
0008	113	CAPTAIN	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
		CHIEF ADMINISTRATOR						9,078.00	65,253.00							
0009	113	EXECUTIVE ASST	56,175.00	0.00	0.00	0	0.00	0.00	56,175.00	56,175.00	300.00	0.00	0.00	0.00	500.00	56,975.00
0010	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
0011	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
0012	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
0013	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
0014	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
0015	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
0016	113	INFO TECH MANAGER	53,550.00	0.00	0.00	0	0.00	0.00	53,550.00	53,550.00	0.00	0.00	0.00	0.00	500.00	54,050.00
0017	113	SENIOR CRIME ANALYST	49,816.00	0.00	0.00	0	0.00	0.00	49,816.00	49,816.00	720.00	0.00	0.00	0.00	500.00	51,036.00
0018	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0	0.00	0.00	52,348.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
0019	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	1,900.00	0.00	1,800.00	0.00	500.00	57,980.00
0020	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0	0.00	0.00	54,180.00	54,180.00	900.00	0.00	1,200.00	0.00	500.00	56,780.00
0021	113	AUDITOR	47,857.95	0.00	0.00	0	0.00	0.00	47,858.00	47,858.00	1,740.00	0.00	0.00	0.00	0.00	49,598.00
0022	113	SERGEANT STEP II	49,255.00	0.00	0.00	0	0.00	(1,666.00)	47,589.00	47,589.00	840.00	0.00	1,800.00	0.00	0.00	50,229.00
0023	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
0024	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	480.00	0.00	600.00	0.00	500.00	47,560.00
0025	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,200.00	0.00	1,800.00	0.00	500.00	52,755.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

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

SHERIFF

AI - 21815

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0026	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00
0027	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	600.00	0.00	500.00	49,349.00
0028	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
0029	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
0030	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
0031	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
0032	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00
0033	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	540.00	0.00	600.00	0.00	0.00	50,395.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	46,579.00	0.00	0.00	0	0.00	0.00	46,579.00	46,579.00	1,440.00	0.00	0.00	0.00	500.00	48,519.00
0035	113	SERGEANT STEP I	49,255.00	0.00	0.00	0	0.00	(3,275.00)	45,980.00	45,980.00	360.00	0.00	1,500.00	0.00	0.00	47,840.00
0036	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	1,200.00	0.00	1,800.00	0.00	0.00	50,589.00
0037	113	SERGEANT STEP I	45,980.00	0.00	0.00	0	0.00	0.00	45,980.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
0038	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00
0039	113	SERGEANT STEP I	49,255.00	0.00	0.00	0	0.00	(3,275.00)	45,980.00	45,980.00	240.00	0.00	1,200.00	0.00	0.00	47,420.00
0040	113	SERGEANT STEP III	49,255.00	0.00	0.00	0	0.00	0.00	49,255.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
0041	113	SERGEANT STEP II	47,589.00	0.00	0.00	0	0.00	0.00	47,589.00	47,589.00	660.00	0.00	1,200.00	0.00	0.00	48,789.00
0042	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
0043	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
0044	113	CRIME SCENE SPEC	44,134.00	0.00	0.00	0	0.00	0.00	44,134.00	44,134.00	480.00	0.00	0.00	0.00	500.00	45,114.00
0045	113	MECHANIC SUPER	43,363.00	0.00	0.00	0	0.00	0.00	43,363.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
0046	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,620.00	0.00	3,900.00	0.00	0.00	50,297.00
0047	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
0048	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00
0049	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	3,600.00	0.00	500.00	47,723.00
0050	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00
0051	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,600.00	0.00	500.00	49,777.00
0052	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

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SHERIFF

AI - 21815

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0053	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
0054	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
0055	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
0056	113	DEPUTY SHERIFF	44,777.00	0.00	0.00	-0	(8,297.00)	0.00	36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0057	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0058	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0059	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0060	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
0061	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0062	113	DEPUTY SHERIFF STEP I	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	420.00	0.00	1,200.00	0.00	0.00	39,620.00
0063	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0064	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	2,100.00	0.00	0.00	41,610.00
0065	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0066	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
0067	113	SR. DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	3,933.00	43,263.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
0068	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0069	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0070	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	DEPUTY SHERIFF	44,777.00	0.00	0.00	-0	(8,297.00)	0.00	36,480.00	36,480.00	940.00	0.00	0.00	0.00	0.00	37,020.00
0072	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0073	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0074	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,140.00	0.00	3,600.00	0.00	500.00	50,017.00
0075	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	1,200.00	0.00	0.00	46,517.00
0076	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0077	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
0078	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0079	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00

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											Longevity 115	Interst. 116	Supplem. 117	Auto A. 118	Clothing 119	
0080	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
0081	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	1,520.00	0.00	38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0082	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
0083	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
0084	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	840.00	0.00	2,100.00	0.00	0.00	47,717.00
0085	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
0086	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
0087	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
0088	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
0089	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	720.00	0.00	3,300.00	0.00	0.00	48,797.00
0090	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0091	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
0092	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
0093	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0094	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0095	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00
0096	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0097	113	DEPUTY SHERIFF STEP I	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0098	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
0099	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
0100	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00
0101	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
0102	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	900.00	0.00	3,900.00	0.00	500.00	50,077.00
0103	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	-0	(1,520.00)	0.00	36,480.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0104	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00
0105	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
0106	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

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

SHERIFF

AI - 21815

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	
0107	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
0108	113	DEPUTY SHERIFF STEP I	36,480.00	1,520.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0109	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0110	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
0111	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	4,500.00	0.00	500.00	48,683.00
0112	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
0113	113	DEPUTY SHERIFF	43,263.00	0.00	0.00	-0	(6,783.00)	0.00	36,480.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0114	113	SR. DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0115	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
0116	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0117	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	600.00	0.00	0.00	44,403.00
0118	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,400.00	0.00	0.00	46,143.00
0119	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0120	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0121	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
0122	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
0123	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00
0124	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0125	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00
0126	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0127	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
0128	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0129	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0130	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
0131	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	540.00	0.00	3,900.00	0.00	0.00	46,803.00
0132	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
0133	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00

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SHERIFF

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

AI - 21815

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	Supplm. 117	Auto A. 118	Clothing 119	
0134	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0135	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0136	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
0137	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
0138	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	2,100.00	0.00	0.00	40,340.00
0139	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
0140	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
0141	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
0142	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0143	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0144	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
0145	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0146	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	660.00	0.00	3,000.00	0.00	500.00	47,423.00
0147	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0148	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
0149	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0150	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0151	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
0152	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
0153	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
0154	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
0155	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
0156	113	DEPUTY SHERIFF	43,263.00	0.00	0.00	-0	(6,763.00)	0.00	36,480.00	36,480.00	360.00	0.00	0.00	0.00	0.00	36,840.00
0157	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
0158	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
0159	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
0160	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00

**HIDALGO COUNTY
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SHERIFF

AI - 21815

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0188	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0189	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	4,200.00	0.00	0.00	46,300.00
0190	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00
0191	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00
0192	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0193	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
0194	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
0195	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	3,300.00	0.00	0.00	42,750.00
0196	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,600.00	0.00	0.00	45,580.00
0197	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	3,600.00	0.00	500.00	43,610.00
0198	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00
0199	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
0200	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00
0201	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
0202	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
0203	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
0204	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0	0.00	0.00	39,330.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
0205	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
0206	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0207	113	DEPUTY SHERIFF STEP II	38,000.00	0.00	0.00	0	1,330.00	0.00	39,330.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
0208	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	240.00	0.00	1,800.00	0.00	0.00	43,840.00
0209	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0210	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
0211	113	DEPUTY SHERIFF	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	36,480.00	60.00	0.00	0.00	0.00	0.00	36,540.00
0212	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
0213	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
0214	113	SR. DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00

AI - 21815

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

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	
0242	113	EVIDENCE TECH	34,834.00	0.00	0.00	0	0.00	0.00	34,834.00	34,834.00	360.00	0.00	0.00	500.00	35,694.00	
0243	113	PERSONNEL OFFR	33,141.00	0.00	0.00	0	0.00	0.00	33,141.00	33,141.00	360.00	0.00	0.00	0.00	33,501.00	
0244	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	540.00	0.00	0.00	0.00	32,395.00	
0245	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	660.00	0.00	0.00	0.00	32,515.00	
0246	113	SR COMM OFFR.	31,855.00	0.00	0.00	0	0.00	0.00	31,855.00	31,855.00	0.00	0.00	0.00	0.00	31,855.00	
0247	113	QUARTERMASTER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	540.00	0.00	0.00	0.00	32,172.00	
0248	113	ADMINISTRATIVE SUPPORT SUPERVIS	33,075.00	0.00	0.00	0	0.00	0.00	33,075.00	33,075.00	1,140.00	0.00	0.00	0.00	34,215.00	
0249	113	BUDGET CONTROL OFFICER	31,632.00	0.00	0.00	0	0.00	0.00	31,632.00	31,632.00	0.00	0.00	0.00	0.00	31,632.00	
0250	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0251	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0252	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	540.00	0.00	0.00	0.00	30,921.00	
0253	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0254	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0255	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0256	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0257	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	1,020.00	0.00	0.00	0.00	31,401.00	
0258	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	29,166.00	
0259	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0260	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	29,166.00	
0261	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	600.00	0.00	0.00	0.00	30,981.00	
0262	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0263	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	420.00	0.00	0.00	0.00	30,801.00	
0264	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0265	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0266	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	30,381.00	
0267	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	29,166.00	
0268	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	29,165.76	0.00	0.00	0.00	0.00	29,166.00	

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

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

SHERIFF

AI - 21815

Skt #	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	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0269	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
0270	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0	0.00	0.00	30,381.00	30,381.00	360.00	0.00	0.00	0.00	0.00	30,741.00
0272	113	ADMINISTRATIVE SPECIALIST	31,000.00	0.00	0.00	0	0.00	0.00	31,000.00	31,000.00	540.00	0.00	0.00	0.00	500.00	32,040.00
0273	113	ASSISTANT QUARTERMASTER	28,922.00	0.00	0.00	0	0.00	0.00	28,922.00	28,922.00	540.00	0.00	0.00	0.00	0.00	29,462.00
0274	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0275	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0276	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
0277	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0278	113	SECRETARY III	26,737.00	0.00	0.00	0	0.00	0.00	26,737.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0279	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
0280	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
0281	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
0282	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0283	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0284	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
0285	113	SECRETARY II	26,084.00	0.00	0.00	0	0.00	0.00	26,084.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0287	113	CUSTODIAN	25,616.00	0.00	0.00	0	0.00	0.00	25,616.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0288	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0289	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0290	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0291	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0292	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
0293	113	SECRETARY I	24,117.00	0.00	0.00	0	0.00	0.00	24,117.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.00
0294	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0295	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0296	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0297	113	CUSTODIAN	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

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

SHERIFF

AI - 21815

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	Interpret 116	Supplem. 117	Auto A. 118	Clothing 119	
0313	113	CRI VIC LASON	8,114.00	0.00	0.00	0	0.00	0.00	8,114.00	8,114.00	600.00	0.00	0.00	0.00	0.00	8,714.00
0327	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0328	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00
0329	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
0330	113	CRIME INTELLIGENCE RESEARCH ANAL	34,971.00	0.00	0.00	0	0.00	0.00	34,971.00	34,971.00	0.00	0.00	0.00	0.00	500.00	35,471.00
0331	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
0332	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,000.00
0333	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,000.00
0334	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00
0335	113	DEPUTY SHERIFF	0.00	38,000.00	38,000.00	-0	(1,520.00)	0.00	36,480.00	36,480.00	180.00	0.00	0.00	0.00	0.00	36,660.00
0336	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0	0.00	0.00	38,000.00	38,000.00	120.00	0.00	3,300.00	0.00	0.00	41,920.00
0337	113	DEPUTY SHERIFF STEP II	0.00	39,330.00	39,330.00	0	0.00	0.00	39,330.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,330.00
0338	113	DEPUTY SHERIFF	0.00	41,800.00	41,800.00	-0	(5,320.00)	0.00	36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0339	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	3,300.00	0.00	0.00	45,100.00
0340	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	2,100.00	0.00	0.00	44,400.00
0341	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	300.00	0.00	0.00	0.00	0.00	41,800.00
0342	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	0.00	44,580.00
0343	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	2,100.00	0.00	0.00	44,400.00
0344	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	360.00	0.00	2,100.00	0.00	0.00	44,400.00
0345	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	180.00	0.00	2,100.00	0.00	0.00	44,400.00
0346	113	ADMINISTRATIVE ASSISTANT II	0.00	26,737.00	26,737.00	0	0.00	0.00	26,737.00	26,737.00	360.00	0.00	0.00	0.00	0.00	27,097.00
0347	113	ADMINISTRATIVE ASSISTANT II	0.00	27,276.00	27,276.00	0	0.00	0.00	27,276.00	27,276.00	780.00	0.00	0.00	0.00	0.00	28,056.00
TOTAL			12,300,059.90	660,303.00	769,743.00		(37,000.00)	10,875.00	12,934,238.00	12,800,872.36	3,020.00	0.00	384,500.00	0.00	53,900.00	13,378,233.00

Approval to reclassify one regular full time position, slot no. 009 from Executive Assistant to Chief Administrator, budgeted salary \$65,253.00. Reviewed and recommended by the Classification Committee as per the Hidalgo County Personnel Handbook .

AI-21938

19.A.4.

**Old Administration Building Renovations -Fire Sprinkler work for 3 Elevator Control Rooms & 3rd Floor Fire Alarm Design-thru TX-Mas-Firetrol
CC REGULAR**

Date: 07/13/2010

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Acceptance and approval of the following proposals received from Firetrol Protection Systems, Inc. through Contract TXMAS-6-03FAC020 in connection to Old Administration Building Renovations and as recommended by Richard Sunday, Facilities Management:

- a. Sprinkler work for three (3) Elevator Control rooms in the amount of \$2,995.36;
- b. Fire Alarm Design for 3rd Floor Finish Out in the amount of \$900.00.
- c. Emergency Repairs for Old Administration Building's Fire Alarm System in the amount of \$_____ including, but not limited to, replacement of Fire Alarm Control Panel, Two (2) Annunciators and Five (5) Zone Card readers required and due to Red Tag Impaired Status issued by City of Edinburg Fire Marshal.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1336-419-00-115-073-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 07/09/10= \$2,054,897.09

Attachments

Link: [Firetrol proposal](#)

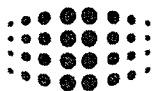
Link: [Alarm Design-Firetrol](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 10:22 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 02:36 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/08/2010 03:52 PM	APRV
4	Auditor's Office	Angela Garcia	07/09/2010 04:06 PM	APRV
5	Purchasing Department	Marty Salazar	07/09/2010 04:49 PM	APRV

Form Started By: Moises Salazar

Started On: 07/07/2010 01:29 PM



FIRETROL

Protection Systems

Fire Protection Quotation

Page 1 of 1

TX Contractor's License #SCR-0292

Date: 6/29/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for SPRINKLER work for three (3) Elevator Control rooms.

Part I: SCOPE OF WORK:

- 1) Drain system down – estimate 4 man hours
- 2) Area #1- SW Corner Elev Mechanical Room/"Probate Court Invest/Auditor Room"- Plug head in high ceiling.
Estimate 8 man hours/ and one 1" cap to plug
- 3) Area #2- NW Corner Elev Mechanical Room/Judges Elevator- Plug head in ceiling
Estimate 2 man hours/ and one 1" cap to plug
- 4) Area #3- NE Corner Elev Room 2nd Floor – Plug 2 heads in ceiling
Estimate 2 man hours / and one 1" cap to plug
- 5) Recharge system – estimate 4 man hours

**Firetrol recommends the placement of CO2 Fire Extinguishers mounted on the wall of HVAC rooms

***This "remodel" is not per NFPA 13 code, and Firetrol asks that release letter from County Fire Marshal to begin/accept this as per County requirement and releases Firetrol from any obligation in regards to deviation from NFPA 13 Code.

Breakdown: Category 561-002 Scope FIRE SUPPRESSION

GSA Labor Rate	"Fabrication/Delivery"(travel time) Standard at \$75.00/5 hours per way-10	\$ 750.00
GSA Labor Rate	"GSA Mix Rate"(sprinkler) Standard at \$112.00/ 10 hours x 2 technician	\$2,240.00
GSA pricing attached		
<u>Parts</u>		
EA Plug CI 1, FPS 110707P00010, GSA Price \$1.34 ea, Qty needed 4	(page 38)	\$ 5.36

Subtotal Cost \$2,995.36

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours / Actual repairs if parts are needed
/ Any additional requirements by the AHJ (Authority Having Jurisdiction) / Permit costs / Design fees / Service labor to repair if additional parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me.

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

P.O. # _____

Best Regards.

Larry Appel
Inspection/Service Sales

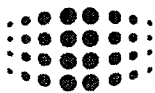
Attachment 1

GSA Labor Rates
Submitted by Firetrol

Scope	Position/Title	Hourly GSA Approved Rates		
		Standard	Premium	Double-time
Fire Alarm	System Programmer	\$ 131.00	\$ 167.00	\$ 179.00
Fire Alarm	Inside Wireman	\$ 122.00	\$ 154.00	\$ 170.00
Fire Alarm	GSA Mix Rate	\$ 115.00	\$ 157.00	\$ 172.00
Fire Alarm	Designer/Engineer	\$ 90.00	\$ 135.00	\$ 150.00
Fire Alarm	Project Manager	\$ 100.00	\$ 150.00	\$ 175.00
Fire Alarm	Shop/Delivery	\$ 75.00	\$ 112.50	\$ 130.00
Fire Alarm	Small Tools/Truck*	n/a	n/a	n/a
Fire Suppression	General Foreman	\$ 120.00	\$ 149.00	\$ 179.00
Fire Suppression	Foreman	\$ 115.00	\$ 143.00	\$ 170.00
Fire Suppression	Journeyman	\$ 110.00	\$ 135.00	\$ 160.00
Fire Suppression	Total GSA Mix Rate	\$ 112.00	\$ 144.00	\$ 165.00
Fire Suppression	Designer/Engineer	\$ 90.00	\$ 135.00	\$ 172.00
Fire Suppression	Project Manager	\$ 100.00	\$ 150.00	\$ 175.00
Fire Suppression	Fabrication/Delivery	\$ 75.00	\$ 112.50	\$ 130.00
Fire Suppression	Small Tools/Truck*	n/a	n/a	n/a

FITTINGS				
Units	Description	Part Number	List	GSA Price
EA	BUSHING CI 2 1/2 x 2	FPS- 1106002520	\$ 12.56	\$ 9.42
EA	BUSHING CI 3 x 1	FPS- 1106003010	\$ 16.52	\$ 12.39
EA	BUSHING CI 3 x 1 1/4	FPS- 1106003012	\$ 16.52	\$ 12.39
EA	BUSHING CI 3 x 1 1/2	FPS- 1106003015	\$ 14.32	\$ 10.74
EA	BUSHING CI 3 x 2	FPS- 1106003020	\$ 12.35	\$ 9.26
EA	BUSHING CI 3 x 2 1/2	FPS- 1106003025	\$ 36.60	\$ 27.45
EA	BUSHING CI 3 1/2 x 2 1/2	FPS- 1106003525	\$ 31.44	\$ 23.58
EA	BUSHING CI 3 1/2 x 3	FPS- 1106003530	\$ 28.98	\$ 21.73
EA	BUSHING CI 4 x 1	FPS- 1106004010	\$ 36.60	\$ 27.45
EA	BUSHING CI 4 x 1 1/4	FPS- 1106004012	\$ 36.60	\$ 27.45
EA	BUSHING CI 4 x 1 1/2	FPS- 1106004015	\$ 33.70	\$ 25.27
EA	BUSHING CI 4 x 2	FPS- 1106004020	\$ 27.88	\$ 20.91
EA	BUSHING CI 4 x 2 1/2	FPS- 1106004025	\$ 33.70	\$ 25.27
EA	BUSHING CI 4 x 3	FPS- 1106004030	\$ 27.88	\$ 20.91
EA	BUSHING CI 4 x 3 1/2	FPS- 1106004035	\$ 36.60	\$ 27.45

Units	Description	Part Number	List	GSA Price
EA	BUSHING CI 6 x 4	FPS- 1106006040	\$ 57.96	\$ 43.47
EA	CAP CI 1/2	FPS- 1107C00005	\$ 1.26	\$ 0.94
EA	CAP CI 3/4	FPS- 1107C00007	\$ 1.70	\$ 1.27
EA	CAP CI 1	FPS- 1107C00010	\$ 3.93	\$ 2.95
EA	CAP CI 1 1/4	FPS- 1107C00012	\$ 2.63	\$ 1.97
EA	CAP CI 1 1/2	FPS- 1107C00015	\$ 3.62	\$ 2.72
EA	CAP CI 2	FPS- 1107C00020	\$ 5.37	\$ 4.03
EA	CAP CI 2 1/2	FPS- 1107C00025	\$ 11.79	\$ 8.85
EA	CAP CI 3	FPS- 1107C00030	\$ 33.92	\$ 25.44
EA	CAP CI 4	FPS- 1107C00040	\$ 56.20	\$ 42.15
EA	CAP CI 5	FPS- 1107C00050	\$ 85.62	\$ 64.22
EA	CAP CI 6	FPS- 1107C00060	\$ 107.24	\$ 80.43
EA	PLUG CI 1/4	FPS- 1107P00002	\$ 0.94	\$ 0.71
EA	PLUG CI 3/8	FPS- 1107P00003	\$ 2.02	\$ 1.52
EA	PLUG CI 1/2	FPS- 1107P00005	\$ 0.90	\$ 0.68
EA	PLUG CI 3/4	FPS- 1107P00007	\$ 1.10	\$ 0.82
EA	PLUG CI 1	FPS- 1107P00010	\$ 1.78	\$ 1.34
EA	PLUG CI 1 1/4	FPS- 1107P00012	\$ 1.81	\$ 1.35
EA	PLUG CI 1 1/2	FPS- 1107P00015	\$ 2.41	\$ 1.81
EA	PLUG CI 2	FPS- 1107P00020	\$ 3.18	\$ 2.38
EA	PLUG CI 2 1/2	FPS- 1107P00025	\$ 11.45	\$ 8.59
EA	PLUG CI 3	FPS- 1107P00030	\$ 13.28	\$ 9.96
EA	PLUG CI 4	FPS- 1107P00040	\$ 24.48	\$ 18.36
EA	PLUG CI 5	FPS- 1107P00050	\$ 51.31	\$ 38.48
EA	PLUG CI 6	FPS- 1107P00060	\$ 66.96	\$ 50.22
EA	UNION CI 1/4	FPS- 1108000002	\$ 9.88	\$ 7.41
EA	UNION CI 3/8	FPS- 1108000003	\$ 11.20	\$ 8.40
EA	UNION CI 1/2	FPS- 1108000005	\$ 10.37	\$ 7.78
EA	UNION CI 3/4	FPS- 1108000007	\$ 11.63	\$ 8.72
EA	UNION CI 1	FPS- 1108000010	\$ 15.03	\$ 11.28
EA	UNION CI 1 1/4	FPS- 1108000012	\$ 21.73	\$ 16.30
EA	UNION CI 1 1/2	FPS- 1108000015	\$ 27.11	\$ 20.33
EA	UNION CI 2	FPS- 1108000020	\$ 31.50	\$ 23.63
EA	UNION CI 2 1/2	FPS- 1108000025	\$ 93.90	\$ 70.43
EA	UNION CI 3	FPS- 1108000030	\$ 113.06	\$ 84.80
EA	UNION CI 4	FPS- 1108000040	\$ 454.91	\$ 341.19
EA	FLANGE FLOOR 3/4	FPS- 1109000007	\$ 9.16	\$ 6.87
EA	FLANGE FLOOR 1	FPS- 1109000010	\$ 10.64	\$ 7.98
EA	FLANGE FLOOR 1 1/4	FPS- 1109000012	\$ 10.92	\$ 8.19
EA	FLANGE FLOOR 1 1/2	FPS- 1109000015	\$ 12.01	\$ 9.01
EA	FLANGE FLOOR 2	FPS- 1109000020	\$ 15.75	\$ 11.81
EA	90 ELL 300# MI 1/4	FPS- 1131000002	\$ 11.58	\$ 8.68
EA	90 ELL 300# MI 1/2	FPS- 1131000005	\$ 13.33	\$ 10.00
EA	90 ELL 300# MI 3/4	FPS- 1131000007	\$ 18.16	\$ 13.82
EA	90 ELL 300# MI 1	FPS- 1131000010	\$ 19.26	\$ 14.45
EA	90 ELL 300# MI 1 1/4	FPS- 1131000012	\$ 28.15	\$ 21.11
EA	90 ELL 300# MI 1 1/2	FPS- 1131000015	\$ 33.15	\$ 24.86
EA	90 ELL 300# MI 2	FPS- 1131000020	\$ 47.69	\$ 35.77
EA	90 ELL 300# MI 2 1/2	FPS- 1131000025	\$ 112.89	\$ 84.67
EA	90 ELL 300# MI 3	FPS- 1131000030	\$ 142.04	\$ 106.53
EA	90 ELL 300# MI 4	FPS- 1131000040	\$ 296.21	\$ 222.16
EA	90 ELL 300# MI 6	FPS- 1131000060	\$ 296.21	\$ 222.16
EA	90 ELL 300# MI 3 x 2 1/2	FPS- 1131003025	\$ 142.04	\$ 106.53
EA	TEE 300# MI 1/4	FPS- 1133000002	\$ 14.60	\$ 10.95
EA	TEE 300# MI 1/2	FPS- 1133000005	\$ 19.70	\$ 14.77
EA	TEE 300# MI 3/4	FPS- 1133000007	\$ 21.24	\$ 15.93
EA	TEE 300# MI 1	FPS- 1133000010	\$ 25.58	\$ 19.18
EA	TEE 300# MI 1 1/4	FPS- 1133000012	\$ 36.66	\$ 27.50
EA	TEE 300# MI 1 1/2	FPS- 1133000015	\$ 42.75	\$ 32.06
EA	TEE 300# MI 2	FPS- 1133000020	\$ 63.06	\$ 47.29



FIRETROL

Protection Systems

Fire Protection Quotation

Page 1 of 1

TX Contractor's License #ACR-2034

Date: 7/2/2010

Re: TXMAS-6-03FAC020/GSA#GS-06F-0063S 2008 Schedule

Firetrol is pleased to provide the quote of: TXMAS pricing for Fire Alarm Design for 3rd Floor Finish Out.

Part I: SCOPE OF WORK: per your scope of work-3rd Floor Fire Alarm -design of 3rd floor Fire Alarm GSA Pricing Applies and Includes: 1) Fire Alarm Design and layout of the 3rd floor only (as per code and county recommendations), 2) System calculations, 3) Submittal package (2 sets of submittals and drawings will be provided), 4) APS review and stamp

Breakdown: Category 561-001 Scope FIRE ALARM

Labor rate is based on 10.0 man hours for the scope of work

GSA Labor Rate "Design/Engineer"(fire alarm) Standard at \$90.00/10 hours

\$ 900.00

Subtotal Cost \$900.00

EXCLUDED FROM THIS PROPOSAL ARE:

Overtime/Weekend/After hours / Additional movement of alarm devices not listed in Attachment 2 or additional required for move/relocate
/ Any additional requirements by the AHJ (Authority Having Jurisdiction) /
Permit costs / Service labor to repair if parts needed /

If you have any questions or if I can be of any further assistance, please feel free to contact me.

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

P.O. # _____

Best Regards.

Larry Appel
Inspection/Service
Sales

Attachment 1

GSA Labor Rates
Submitted by Firetrol

Scope	Position/Title	Hourly GSA Approved Rates		
		Standard	Premium	Double-time
Fire Alarm	System Programmer	\$ 131.00	\$ 167.00	\$ 179.00
Fire Alarm	Inside Wireman	\$ 122.00	\$ 154.00	\$ 170.00
Fire Alarm	GSA Mix Rate	\$ 115.00	\$ 157.00	\$ 172.00
Fire Alarm	Designer/Engineer	\$ 90.00	\$ 135.00	\$ 150.00
Fire Alarm	Project Manager	\$ 100.00	\$ 150.00	\$ 175.00
Fire Alarm	Shop/Delivery	\$ 75.00	\$ 112.50	\$ 130.00
Fire Alarm	Small Tools/Truck*	n/a	n/a	n/a
Fire Suppression	General Foreman	\$ 120.00	\$ 149.00	\$ 179.00
Fire Suppression	Foreman	\$ 115.00	\$ 143.00	\$ 170.00
Fire Suppression	Journeyman	\$ 110.00	\$ 135.00	\$ 160.00
Fire Suppression	Total GSA Mix Rate	\$ 112.00	\$ 144.00	\$ 165.00
Fire Suppression	Designer/Engineer	\$ 90.00	\$ 135.00	\$ 172.00
Fire Suppression	Project Manager	\$ 100.00	\$ 150.00	\$ 175.00
Fire Suppression	Fabrication/Delivery	\$ 75.00	\$ 112.50	\$ 130.00
Fire Suppression	Small Tools/Truck*	n/a	n/a	n/a

Attachment #2

Old Admin. Bldg. Renovation Project, Cano & 281, Edinburg Fire Suppression System Scope of Work (per NFPA requirements)

- 1) Add 5 Sprinkler Heads (1/2", 155 degree, chrome semi-recessed quick response type
- 2) Remove and Plug 6 Sprinklers
- 3) Adjust/Move 10 Sprinklers
- 4) Qty 12, Strobe MC Red
- 5) Qty 10, Horn/Strobe MC Red
- 6) Qty 2, Duct Sensor Housing - 4 - Wire
- 7) Qty 2, Sampling Tube 49"
- 8) Qty 2, Remote Test Station
- 9) Qty 3, Photo Sensor
- 10) Qty 3, Sensor Base
- 11) Qty 2, Manual Pull Station - Double Action
- 12) Qty 1, I.D. NAC Power Supply
- 13) Qty 2, Horn/Strobe MC White Ceiling
- 14) Qty 2, Strobe MC Red Ceiling
- 15) Qty 2, Battery 6.2AH
- 16) Itemize misc. material such as Siamese Cable, back boxes, etc. Do not just lump it all into one category.

county
recommend-
ation

Note: Be sure to include the commodity code for each part, if one exists, as well as an itemized breakdown of parts and labor. The quote must have the contract # listed. Be sure to verify that all items are allowable under the contract by attaching a page of the contract pertaining to those items with the appropriate section/wording highlighted please.

AI-21946

19.A.5.

**Requesting approval of invoice no. 14 Final for Alcocer Garcia
CC REGULAR**

Date: 07/13/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Payment for Request No. 14 (Final) in the amount of \$1,028.11, from Alcocer Garcia Associates, Inc., contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1302-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available funds in P.O. #594477 as of 7/09/10 is \$1,028.11.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 10:31 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 02:42 PM	APRV
3	Perla Lopez	Perla Lopez	07/09/2010 11:27 AM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Rocio Villarreal
Started On: 07/07/2010 03:35 PM
Final Approval Date: 07/09/2010

ARCHITECTS PROFESSIONAL SERVICES**REQUEST FOR PAYMENT NO. 14 (final)**

SIGN: _____

REQ# 121451PO# 594477

TO OWNER: COUNTY OF HIDALGO, TEXAS
100 E. Cano, 2nd Floor, Edinburg, TX 78539
PROJECT NAME: PRECINCT 3 MEETING HALL/PAVILION
CONTRACT NO.: C-07- P.O. NO.: 594477
FROM: ALCÓCER GARCIA ASSOCIATES, INC. (EIN:26-4262500)
ADDRESS: 1333 E. JASMINE AVENUE, McALLEN, TX 78501

Basic Services Contract Amt.: \$ 82,248.07

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	\$8,224.80	100%	\$8,224.80	\$8,224.80	\$0.00
Design Development Phase 10 %	\$8,224.80	100%	\$8,224.80	\$8,224.80	\$0.00
Construction Documents Phase 50%	\$41,124.05	100%	\$41,124.05	\$41,124.05	\$0.00
Bidding Phase 5%	\$4,112.40	100%	\$4,112.40	\$4,112.40	\$0.00
Construction Phase 25%	\$20,562.02	100%	\$20,562.02	\$19,533.91	\$1,028.11
Additional Services	\$0.00				\$0.00
Reimbursable Expenses	\$3,432.55	100%	\$3,432.55	\$3,432.55	\$0.00
TOTAL	\$85,680.62		\$85,680.62	\$84,652.51	\$1,028.11

I certify that the above is true and correct to the best of my knowledge.

June 30, 2010

DATE

Owner

Date

INVOICE RECEIVED BY

ON 7/6/10

GOODS/SERVICES RECEIVED BY

ON _____

0-1302-451-22-123-068-0-720

AI-21945

19.A.6.

Requesting approval of Final Payment for GAS Enterprises Inc.

CC REGULAR

Date: 07/13/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment for Application No. Final in the amount of \$6,000.00 from G.A.S. Enterprises, Inc. contracted vendor for, "Construction of Meeting Hall/Pavilion for Precinct No. 3" and as certified for payment by project architect, Alcocer Garcia Associates Design Consulting-C-08-406-01-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #617510 as of 7/09/10 is \$6,000.00.

Attachments

Link: [Final Payment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 10:30 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 02:36 PM	APRV
3	Perla Lopez	Perla Lopez	07/09/2010 01:45 PM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Rocio Villarreal
Started On: 07/07/2010 03:12 PM
Final Approval Date: 07/09/2010

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER: County of Hidalgo PROJECT: Hidalgo County
2812 S. Business 281 Precinct No. 3
Edinburg, Tx 78539 Meeting Hall/Pavillion

FROM CONTRACTOR:

VIA ARCHITECT: AGADC

PERIOD TO: 3/30/10

G.A.S. Enterprises Inc. 1333 E. Jasmine
P.O. Box 309 McAllen, Tx 78501
Elisa, Tx 78543 PROJECT NOS:

CONTRACT FOR: General Construction

CONTRACT DATE: 1/28/09

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$1,154,824.00
2. Net change by Change Orders \$6,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$1,160,824.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$1,160,824.00

5. RETAINAGE:

a. 0 % of Completed Work \$ -0-

b. 0 % of Stored Material (Column F on G703) \$ -0-

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$1,160,824.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$1,154,824.00

9. F - ANCE TO FINISH, INCLUDING RETAINAGE \$6,000.00

(Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$6,000.00	-0-
Total approved this Month		-0-	-0-
TOTALS		\$6,000.00	-0-
NET CHANGES by Change Order		\$6,000.00	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Documents' Authenticity from the Licensee.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: G.A.S. Enterprises, Inc.

By:

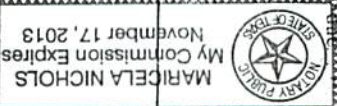
Rene Salinas

State of: Texas

County of: Hidalgo

Date: 3/30/10

Subscribed and sworn to before me this 30th day of March, 2010
Notary Public: *Maricela Nichols*
My Commission expires: 11/17/2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

6,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

George Garcia

Date: 6-24-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-4252

INVOICE RECEIVED BY

ON 6/29/10

GOODS/SERVICES RECEIVED BY

ON 6/24/10

0-1100-451-22-123-068-0-720

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification attached.

APPLICATION NO: Final
APPLICATION DATE: 3/30/10
PERIOD TO: 3/30/10

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items apply.

ARCHITECTS PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK FROM PREVIOUS APPLICATION (D + E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	Bonding/Insurance	\$30,048	\$30,048	\$0	\$0	\$30,048	100%	\$0	\$0
2	General Conditions	\$15,815	\$15,815	\$0	\$0	\$15,815	100%	\$0	\$0
3	Site Prep/Grading	\$19,536	\$19,536	\$0	\$0	\$19,536	100%	\$0	\$0
4	Site Utilities	\$47,762	\$47,762	\$0	\$0	\$47,762	100%	\$0	\$0
5	Paving/Striping/Signage	\$58,183	\$58,183	\$0	\$0	\$58,183	100%	\$0	\$0
6	Concrete Work	\$155,375	\$155,375	\$0	\$0	\$155,375	100%	\$0	\$0
7	Termite Treatment	\$1,125	\$1,125	\$0	\$0	\$1,125	100%	\$0	\$0
8	CMU Work	\$59,200	\$59,200	\$0	\$0	\$59,200	100%	\$0	\$0
9	Steel/Metal Work	\$98,803	\$98,803	\$0	\$0	\$98,803	100%	\$0	\$0
10	Roofing	\$40,286	\$40,286	\$0	\$0	\$40,286	100%	\$0	\$0
11	Carpentry/Gyp Board	\$42,245	\$42,245	\$0	\$0	\$42,245	100%	\$0	\$0
12	SAC	\$20,612	\$20,612	\$0	\$0	\$20,612	100%	\$0	\$0
13	Painting	\$48,369	\$48,369	\$0	\$0	\$48,369	100%	\$0	\$0
14	Electrical	\$200,229	\$200,229	\$0	\$0	\$200,229	100%	\$0	\$0
15	HVAC	\$78,575	\$78,575	\$0	\$0	\$78,575	100%	\$0	\$0
16	Plumbing	\$60,981	\$60,981	\$0	\$0	\$60,981	100%	\$0	\$0
17	Flooring	\$47,143	\$47,143	\$0	\$0	\$47,143	100%	\$0	\$0
18	Millwork	\$17,196	\$17,196	\$0	\$0	\$17,196	100%	\$0	\$0
19	Doors/Frames/HW	\$34,653	\$34,653	\$0	\$0	\$34,653	100%	\$0	\$0
20	Storefront/Glazing	\$3,659	\$3,659	\$0	\$0	\$3,659	100%	\$0	\$0
21	Toilet Partitions/Acc	\$7,288	\$7,288	\$0	\$0	\$7,288	100%	\$0	\$0
22	Exterior/Interior Signage	\$6,280	\$6,280	\$0	\$0	\$6,280	100%	\$0	\$0
23	Furniture/Fixtures	\$7,015	\$7,015	\$0	\$0	\$7,015	100%	\$0	\$0
24	Overhead/Counter Doors	\$16,446	\$16,446	\$0	\$0	\$16,446	100%	\$0	\$0
25	Allowances	\$38,000	\$38,000	\$0	\$0	\$38,000	100%	\$0	\$0
26	Change Order #1	\$6,000	\$0	\$6,000	\$0	\$6,000	100%	\$0	\$0
	GRAND TOTALS	\$1,160,824	\$1,154,824	\$6,000	\$0	\$1,160,824	100%	\$0	\$0

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA @ 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

G703-1992

AI-21897

19.B.1.

**Request for approval of Payment from HCID #2
CC REGULAR**

Date: 07/13/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of request for payment of Subdivision Review Fee of \$200.00 to Hidalgo County Irrigation District No. 2 in order to comply with HCID #2 requirements as presented by and through R. Gutierrez Engineering Corporation, project engineer for the "Precinct No. 2 Office Complex Subdivision" .

BACKGROUND

A \$200 fee is charged for reviewing all Subdivision Plats that are submitted to the District for official approval.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
funding available as of 07/08/10.

Attachments

Link: Plat Review Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 10:12 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 01:46 PM	APRV
3	Roland Garcia	Rolando Garcia	07/08/2010 02:22 PM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Rocio Villarreal
Started On: 06/30/2010 11:53 AM
Final Approval Date: 07/09/2010

Rocio Villarreal

From: Jaime Jaimez [jaime@rgutierrezengineering.com]
Sent: Wednesday, June 30, 2010 11:11 AM
To: 'Rocio Villarreal'
Subject: Pct. 2 Office Complex Subdivision
Attachments: HCID#2 Subdivision Fee.pdf; HCID#2 Petition for Exclusion Fee.pdf

Rocio,

Attached are the fees from HCID#2 for the subdivision plat review and the petition for exclusion. Let me know if you need anything else.

Thank you,
Jaime Jaimez, Jr.
Personnel/Accounting Manager
R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577
Tel: 956.782.2557
Fax: 956.782.2558
Email: jaime@rgutierrezengineering.com

This email and any files transmitted with it contain(s) information belonging to the office of R. Gutierrez Engineering Corporation which is confidential and/or legally privileged. This information is intended only for the individual or entity to whom this email is addressed. If you are not the named recipient(s), you are hereby notified that any disclosure, copying, distributing or taking of this information for any use whatsoever is strictly prohibited. If you receive this message in error, please notify the sender at (956)782-2557 or by email at office@rgutierrezengineering.com and delete this message immediately from your computer. Thank you...

HIDALGO COUNTY IRRIGATION DISTRICT No. 2

Home
Agendas
About the District
Board of Directors
Subdivisions
Forms
Contact Us

Subdivision Plat Submittals:

A \$200 fee is charged for reviewing all Subdivision Plats that are submitted to the District for official approval. A \$100 fee is charged for all Subdivision Plats that are submitted for re-signature only.

1. Plats need to contain the following language:

This Plat is hereby approved by the Hidalgo County Irrigation District No. 2
on this, the _____ day of _____ 20__.

No improvements of any kind (including without limitation, trees, fences, and buildings)
shall be placed upon Hidalgo County Irrigation District #2 rights of ways or easements.

President

ATTEST _____
Secretary

2. Designate on the plat the location of all District easements. Unless owned in fee title by the District and described by metes and bounds, the District's easements are normally as follows:

CANALS:	The canal as constructed down to the bottom of the toe of the bank on either side.
DRAINAGE DITCHES:	The physical ditch plus 25 feet on either side
PIPELINES:	Thirty (30) foot easements, which are fifteen (15) feet either way from the center line of the pipeline.

3. Copy of Warranty Deed if ownership is different than District's records.

4. Flat Rate needs to be current.

5. Plat should show the starting point in relation to the Subdivisions shown on the District map.

6. Along with the original Subdivision Plat submit a paper copy and a digital copy in PDF format.

7. If the Subdivision is to be excluded from the District a petition for exclusion can be downloaded [here](#).

AI-21966

19.C.1.

**Requesting approval to execute contract with L&G Engineering
CC REGULAR**

Date: 07/13/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

- a. Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 6/22/10.
- b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of \$9,115.75) as submitted by project engineer, L&G Engineering Laboratory LLC for material testing for "4 Mile Line (Tom Gill to FM 2221)" within Hidalgo County Pct. No. 3 through Contract #C-10-251-07-13.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-080-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 7/09/10 is \$141,019.85.

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 7/09/10 is \$225,238.22.

Attachments

Link: Contract

Link: Work Authorization No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 04:46 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 04:51 PM	APRV
3	Perla Lopez	Perla Lopez	07/09/2010 01:32 PM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Rocio Villarreal

Started On: 07/08/2010 02:20
PM

Final Approval Date: 07/09/2010

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-10-251-07-13

THIS AGREEMENT is made effective the 13th day of July, 2010 by and between **HIDALGO COUNTY, TEXAS**, ("County") **Precinct No. 3** and L&G Engineering Laboratory LLC of Mercedes, Texas, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "Hidalgo County Precinct No. 3 Projects;" **(ON AN AS NEEDED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. Non-Exclusive Services of Laboratory. Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and
- b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County 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.

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

21. Venue. 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.

22. Hold Harmless. In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

24. Notices. 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 a 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
 100 East Cano, 2nd Floor
 Edinburg, Texas 78539

If to Laboratory: L & G Engineering Laboratory LLC
 2100 W Expressway 83
 Mercedes, TX 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

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

26. Binding Agreement. 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.

27. Gender. 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.

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

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

LABORATORY:
L & G Engineering Laboratory LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on July 13, 2010.

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

By: _____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A

**SCOPE OF SERVICES TO BE
PROVIDED BY THE OWNER**

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
 - 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
 - 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
 - 4) Provide any available relevant data the Owner may have on file concerning the projects.
 - 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
 - 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
-

- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
-

- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT C

LABORATORY'S RATES

EXHIBIT "C"
L&G ENGINEERING LABORATORY, L.L.C.
LABORATORY RATES FOR FY 2010-2011

Soils Testing

		FY 2010	FY 2011
Moisture Content Determination	ASTM D2216 - Tex-103-E	\$9.85/Ea.	\$9.95/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	\$49.35/Ea.	\$50.09/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	\$49.35/Ea.	\$50.09/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	\$73.95/Ea.	\$75.05/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	\$61.70/Ea.	\$62.63/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	\$61.70/Ea.	\$62.63/Ea.
Lime Series Testing	Tex-112-E	\$498.45/Ea.	\$505.93/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	\$197.35/Ea.	\$200.31/Ea.
Standard Proctor	ASTM D 698	\$191.05/Ea.	\$193.92/Ea.
Modified Proctor	ASTM D 1557	\$197.30/Ea.	\$200.25/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	\$22.20/Ea.	\$22.53/Ea.
Determination of Soil pH	Tex-128-E	\$80.20/Ea.	\$81.40/Ea.
Soil-Lime Testing	Tex-121-E	\$148.00/Ea.	\$150.22/Ea.
Resistivity of Soils	Tex-129-E	\$89.70/Ea.	\$91.05/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	\$55.45/Ea.	\$56.28/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	\$67.75/Ea.	\$68.77/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	\$12.35/Ea.	\$12.54/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	\$215.85/Ea.	\$219.09/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	\$43.15/Ea.	\$43.80/Ea.
Specific Gravity/Absorp. (Conc. Aggr.)	ASTM C127 - Tex-403-A	\$67.75/Ea.	\$68.77/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	\$524.05/Ea.	\$531.91/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	\$61.70/Ea.	\$62.63/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	\$12.30/Ea.	\$12.48/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)			
Sand Equivalent	ASTM D 2419 - Tex-203-F	\$67.75/Ea.	\$68.77/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	\$73.95/Ea.	\$75.06/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	\$43.15/Ea.	\$43.80/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	\$14.80/Ea.	\$15.02/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	\$80.20/Ea.	\$81.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	\$no charge	\$no charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	\$22.15/Ea.	\$22.48/Ea.
Air Content (Volumetric)	ASTM C 173	\$24.65/Ea.	\$25.02/Ea.
Casting of Concrete Cylinders	ASTM C 31	\$no charge	\$no charge
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	\$14.85/Ea.	\$15.07/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	\$11.15/Ea.	\$11.32/Ea.
Casting of Grout Prisms	ASTM C 1019	\$no charge	\$no charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	\$30.85/Ea.	\$31.31/Ea.
Casting of Mortar Cubes	ASTM C 780	\$no charge	\$no charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	\$30.15/Ea.	\$30.60/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	\$215.75/Ea.	\$218.99/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	\$215.75/Ea.	\$218.99/Ea.
*(In Conjunction w/ Field Inspection)			

Pavement Thickness / Asphalt Quality

		FY 2010	FY 2011
Coring – ACP Thickness	ASTM D 3549	\$61.70/Ea.	\$62.63/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	\$82.10/Ea.	\$83.33/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	\$67.80/Pr.	\$68.82/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	\$215.80/Ea.	\$219.04/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F Part IV	\$37.00/Ea.	\$37.56/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	\$80.20/Ea.	\$81.40/Ea.

Geotechnical Field Services

	FY 2010	FY 2011
Mobilization	\$412.00/Day	\$418.18/Day
Stand-By Time	\$180.25/Hr.	\$182.95/Day
Texas Cone Penetration Test (Tex-132)	\$5.15/Ea.	\$5.23/Ea.
Soil Boring / Solid Stem	\$28.85/Lf	\$29.28/Lf
Soil Boring / Hollow Stem	\$28.85/Lf	\$29.28/Lf
Soil Boring / Mud Rotary	\$28.85/Lf	\$29.28/Lf
Support Truck	\$1.55/Mi.	\$1.57/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing

	FY 2010	FY 2011
Moisture Content Determination	\$9.85/Ea.	\$10.00/Ea.
Determination of Liquid Limit of Soils	\$49.35/Ea.	\$50.09/Ea.
Determination of Plastic Limit of Soils	\$49.35/Ea.	\$50.09/Ea.
Atterberg Limits of Soils	\$73.95/Ea.	\$75.06/Ea.
Bar Linear Shrinkage of Soils	\$61.70/Ea.	\$62.63/Ea.
Sieve Analysis		
Through #200 Sieve	\$72.10/Ea.	\$73.18/Ea.
Fincr #200 Sieve	\$51.50/Ea.	\$52.27/Ea.
Unit Dry Weight	\$26.78/Ea.	\$27.18/Ea.
Specific Gravity	\$72.10/Ea.	\$73.18/Ea.

Strength / Volume Change Laboratory Testing

	FY 2010	FY 2011
Unconfined Compression-Soil Shelby Tube Specimen	\$46.35/Ea.	\$47.05/Ea.
Unconfined Compression-RockCore Specimen	\$49.45/Ea.	\$50.19/Ea.
Swell Test-Pressure Method	\$257.50/Ea.	\$261.36/Ea.
Swell Test-Free Swell	\$144.20/Ea.	\$146.36/Ea.
Consolidation Test	\$484.10/Ea.	\$491.36/Ea.
Hydraulic Conductivity	\$360.50/Ea.	\$365.90/Ea.

Pavement Investigation**FY 2010****FY 2011**Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index,
Stabilized Subgrade Thickness and Plasticity Index

\$462.35/Ea.

\$469.29/Ea.

L&G Engineering Laboratory provides Technical and Engineering services at the rates listed below.

<u>Personnel:</u>	Engineer (Principal).....	\$148.00/Hr.	\$150.22/Hr.
	Engineering Specialist.....	\$110.95/Hr.	\$112.61/Hr.
	Technician (Soils).....	\$44.40/Hr.	\$45.07/Hr.
	Technician (Concrete).....	\$56.70/Hr.	\$57.55/Hr.
	Technician (Asphalt).....	\$56.70/Hr.	\$57.55/Hr.

Engineering Review, Evaluation, Management & Administration**FY 2010****FY 2011**

Test Report..... \$21.90/Ea. \$22.23/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

<u>Expenses:</u>	Mileage.....	.48/Mi	.49/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT D

WORK AUTHORIZATION

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
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 Laboratorys of _____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** 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 Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.____ shall be funded through funding source:

Account No. _ _ _ _ _

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._
Commissioner____ as to content and detail of this Work Authorization No.____.

HIDALGO COUNTY

COMMISSIONER PRECINCT No. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (DATE) as indicated below and effective as of _____ day of _____, 2010.

THE LABORATORY:

L&G Engineering Laboratory LLC

By: _____

Print Name

THE OWNER:

HIDALGO COUNTY

By: Rene A. Ramirez, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT E

SUPPLEMENTAL AGREEMENT

FORM

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

THE OWNER:
HIDALGO COUNTY

BY:_____

Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/09

PRODUCER Williams of Texas, Inc. (956)682-9423 FAX(956)687-1286 1400 N McCall Rd Suite 105 McAllen, TX 78501		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 L & G Engineering Laboratory LLC, 2100 W Expressway 83 Mercedes, TX 78570		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Steadfast Insurance Co.	26387
		INSURER B: Texas Mutual Insurance Company	22945
		INSURER C: Peerless Insurance Company	24198
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L TR	INSR	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 ☒ BVPD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. ☐ LOC	GPL967060501	07/19/09	07/19/10	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	AU4001151573	07/19/09	07/19/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/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	TSF0001038059	07/23/09	07/23/10	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Professional Liability	GPL967060501	07/19/09	07/19/10	\$2,000,000 ea. Incident \$2,000,000 agg.

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

** Workers Comp Information **

Blanket Waiver of Subrogation

** Supplemental Name **

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

County of Hidalgo-Admin. Bldg. 100 E Cano, 2nd Floor Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Brian E Lewis</i>

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.

DESCRIPTIONS (Continued from Page 1)

First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-251-07-13
Work Authorization Form

WORK AUTHORIZATION NO. 01

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – 4 Mile Line (Tom Gill to FM 2221) Project.

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$9,115.75. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 01 shall be funded through funding source:

Account No. 0-1200-131-00-123-080-0-231

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 01.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY

By: Jacinto Garza

By: Rene A. Ramirez, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Project Cost Proposal

AI-21922

19.C.2.

**Emergency Ambulance Services in Unincorporated Areas within Precinct 3
CC REGULAR**

Date: 07/13/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department
Sub-category: Prct.
3

Information

CAPTION

a. Requesting authority to reject unopened bids received (and to be returned to submitting vendors) for "Emergency Ambulance Services in Unincorporated Areas within Precinct 3" due to a modifications to current specifications as requested by Precinct 3;

b. Requesting ratification of first publication of new advertisement with authority to continue with publication of second ad including approval of modified/revised procurement packet (i.e. specifications/requirements, legal notice, draft Service Contract, etc.,) as attached hereto for: Hidalgo County - "Emergency Ambulance Services in Unincorporated Areas within Precinct 3".

BACKGROUND

Proposed Calendar of Events: 1st Advertisement: July 10, 2010 2nd Advertisement: July 17, 2010 RFP Opening Date: July 28, 2010

Fiscal Impact

FISCAL YEAR: 2010
FUNDS AVAILABLE Y/N?:

ACCT. #: 0-1100-421-53-123-041-0-339
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Approval to advertise only, funding will be determined once bids are awarded and contract is executed.

Attachments

Link: Legal Notice-Specs/Requirements Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 10:20 AM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 02:35 PM	APRV
3	Perla Lopez	Perla Lopez	07/09/2010 08:48 AM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW
Form Started By: Yolanda Velasquez		Started On: 07/07/2010 08:53 AM		
Final Approval Date: 07/09/2010				

RFP NO: 2010-259-07-28	Buyer: YOLANDA Z VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY – PRECINCT 3

“AMBULANCE SERVICE IN UNINCORPORATED AREAS”

PROPOSAL ACCEPTANCE DATE

July 28, 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

1. **Sealed Proposals** will be received for "**Hidalgo County- PRECINCT 3 AMBULANCE SERVICE IN UNINCORPORATED AREAS**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals 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 proposal.
2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** of all RFP's 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, "**RFP No: 2010-259-07-28-YZV-Hidalgo County-PRECINCT 3 – AMBULANCE SERVICE IN UNINCORPORATED AREAS**" and at 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, JULY 28, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2010-259-07-28-YZV-HIDALGO COUNTY PRECINCT 3-

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to volanda.velasquez@co.hidalgo.tx.us. by NO LATER THAN **Wednesday, JULY 21, 2010, at 5:00 p.m.** Responses will be sent to all applicants by **Friday, JULY 23, 2010 at 5:00 p.m.** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications 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 and; **C)** 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 proposer, or to reject all proposals and re-advertise.
 5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field
-

dimensions and note all circumstances which affect the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
 7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.
 8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
 9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
 10. County reserves the right to accept or reject any or all RFP's.
 11. Costs are to be net F.O.B. destination 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's 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.
 14. 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 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.
 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, 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
 16. **BILLING AND PAYMENT INSTRUCTIONS:**
 - Invoices must include:
 - a) Name and address of successful submitter
-

- b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"HIDALGO COUNTY-PRECINCT 3 AMBULANCE SERVICE IN UNINCORPORATED AREAS"**
 - 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Proposal Acceptance Date:	<u>JULY 28, 2010</u>
Award of Contract	<u>2010</u>
Commence Work or Deliver Products	<u>2010</u>

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 and services exceeding \$100,000, all submitters 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.~~

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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor. Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.
27. 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.

28. Successful proposer shall warrant that all items/services shall conform to 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 Proposal 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.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful 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.
31. 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.
32. 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.

**Proposal for
HIDALGO COUNTY-PRECINCT 3
“AMBULANCE SERVICE IN UNINCORPORATED AREAS”**

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 submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter 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 proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Exhibit "A"
HIDALGO COUNTY – PRECINCT No 3
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"
RFP No 2010-259-07-28-YZV

Hidalgo County is seeking sealed proposals from qualified **"Ambulance Service Provider(s)"** for **"Emergency Ambulance Services for Unincorporated Areas in Precinct 3"**. The County of Hidalgo is seeking to enter into an Ambulance Services Contract with a certified Provider. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of providing Emergency Ambulance Services as specified herein. Sealed proposals will be accepted until **9:00 a.m., Wednesday, JULY 28, 2010 ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 2010-259-07-28-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2010-259-07-28-YZV
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN H. C. Precinct 3"

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So., Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **NO FACSIMILES OR LATE ARIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "RFP 2010-259-07-28-YZV "Emergency Ambulance Services In Unincorporated Areas within Precinct 3"**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO yolanda.velasquez@co.hidalgo.tx.us , BY NO LATER THAN Wednesday, July 21, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 23, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:

Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying that the submission is **(1)** not the result of Collusion as described in the Proposer's Affidavit; **(2)** that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the

Exhibit "A"
HIDALGO COUNTY – PRECINCT No 3
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"
RFP No 2010-259-07-28-YZV

Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

NON-COLLUSION:

Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or provider engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States Law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

Exhibit "A"
HIDALGO COUNTY – PRECINCT No 3
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"
RFP No 2010-259-07-28-YZV

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in [blue](#) ink.**

WAIVING OF INFORMALITIES:

Hidalgo county reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

TERM:

The initial term of contract shall be for a period of two (2) years with the option to renew for one (1) additional one (1) year term under the same rates, terms and conditions and/or scope of services.

Exhibit "A"
HIDALGO COUNTY – PRECINCT № 3
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"
RFP № 2010-259-07-28-YZV

SECTION II: RFP REQUIREMENTS

REQUEST FOR PROPOSALS WITH QUALIFICATIONS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the FRP are presented below in the order they should be incorporated into the submitted document.

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, limited to 3 pages in length.

OVERVIEW:

HIDALGO COUNTY is seeking proposals from licensed providers of emergency medical (ambulance) services interested in contracting with Hidalgo County Precinct 3's Unincorporated Areas to provide on-call emergency services to the areas as listed in the requirements. Providers making proposals must be licensed by the Texas Department of health for the provision of emergency medical (ambulance) services in accordance with the specifications outlined in this document.

PROPOSER'S QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent and duly licensed provider under the Emergency Medical Services Act, Texas. Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code, that has had experience in but not limited to, the following:

- Maintain a state of the art communication center capable of managing EMS calls County Wide.
- Maintain a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of Health.
- Must have two (2) years of experience.
- Provider must have and established record of similar emergency response services within the State of Texas for at least the two (2) years immediately preceding the effective date of this Contract.
- Provider must be licensed by the Texas Department of Health for the provision of the emergency medical services described in these Specifications, and must, in addition, possess all other licenses, permits, third-party reimbursement arrangements required of the provider by law, regulation, or sound business practices.

Exhibit "A"
HIDALGO COUNTY – PRECINCT № 3
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"
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Additionally, this section should include a description of the provider's most recent similar projects with state, county, municipal, educational or any other political subdivision or entity. A minimum of two (2) references for whom the same type of work was performed is required (list must include name, address, telephone number(s), date and project description).

PERSONNEL AND STAFFING:

The provider shall provide an organizational chart for their organization and a summary paragraph of the project work to be performed by each proposed staff member. It should include his/her experience, training and education.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by the Emergency Medical Services Act, Texas Health & Safety Code ann. Ch. 773 (Vernon 1992 & Supp. 1995) V.T.C.A., Health and Safety Code.

REQUIREMENTS, SCOPE OF SERVICES AND RESPONSIBILITIES

1. Company must provide a minimum of Advanced Life Support ("ALS") or higher services at all times and for all calls, according to the standards and conditions established by the Texas Department of Health and the Texas Emergency Medical Service
2. s Act Texas Health & Safety Code Ann. Ch. 773 (Vernon 1992 & Supp. 1995).
3. Company must dedicate six (6) ALS-equipped or better ambulance unit(s) exclusively to service Hidalgo County Precinct 3 with a base station in such area. In the EMS Proposal, the following must be included;
 - 1) Vehicle Identification Number (VIN)
 - 2) Make
 - 3) Model
 - 4) License Plate Number
4. Vendor must have a minimum of three (3) ears experience with Hidalgo County Emergency Services district contracts (also known as 911)
5. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this Contract, mutual aid agreements with other emergency medical services providers in the neighboring areas to assist in the event of a major incident or should additional units be otherwise required on a temporary basis to adequately cover the contemplated service area. Such arrangements shall, at all times, be subject to the approval of the Hidalgo County Commissioners Court. Mutual aid arrangements may be used by Company to meet the response time and performance requirements of these Specifications, provided, however, that the services

Exhibit "A"
HIDALGO COUNTY – PRECINCT No 3
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provided by other ambulance services shall be of a level at least equal to the minimum requirements of these Specifications.

6. Company shall be responsible for all day-to-day operations of the emergency medical services provided in the Service Area, including, but not limited to, hiring, staffing, dispatching, filed operations, billing, collections, and purchasing, and shall provide all necessary in-service and other training of all dispatchers, field personnel, drivers, technicians, and paramedics.
7. Company must have in place or be able to acquire prior to the commencement date of any services provided under this Contract, arrangements with "first responder organizations" such as local police and fire departments to assist Company responding to emergency calls within the Service Areas. Where first responder organizations are units of a or affiliated with political subdivisions of the State of Texas(e.g...fire departments, police departments, and/or sheriff department), Company will provide such organizations with all necessary equipment and supplies, including but not limited to trauma kits and pediatric kits, at no cost to such political subdivisions or the first responder organization. In addition, all first responder organizations will be provided with training if necessary to meet state certification requirements at no additional cost to such organizations or political subdivisions.
8. Company must have in place, or be able to acquire prior to the commencement date of any services provided under this contract, arrangements with local hospitals within and ear the Service Areas for telemetry and telecommunications contact with emergency department physicians, and for patient assessment techniques, standing orders, and recommend diagnoses or medical protocols.
9. Company shall prepare and publish professionally prepared pamphlets, brochures, circular and other documents necessary and appropriate to advise residents of the service area of the levels and types of services available, complaint procedures, and the rates charged by the Company.
10. To the extent available in the service area. Company will make arrangements for interface with the "911" dispatching system on or before the commencement of services provided under this Contract.
11. Company shall be expected to promote and maintain a good reputation in the medical community through participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints from whatever source, and leadership in community education programs such as basic first aid and "CPR" training, health fairs, and school visits.
12. While this Contract is a "performance contract", and while Company is encouraged to employ its own methods and techniques for producing the highest levels of patient care, Company is expected, as well, to utilize management practices that ensure all field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are relieved at such times as to prevent persons with impaired judgment or motor skills from serving patients.

Exhibit "A"
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13. For at least ninety percent (90%) of all calls, as determined by the dispatcher in strict accordance with approved telephone protocols, Company shall maintain a call-to-one-scene response time of twenty (20) minutes or less. All response time in excess of twenty (20) minutes shall be documented in writing, together with Company's efforts to eliminate repetition of poor response-time performance.
14. Company will be allowed to provide non-emergency transport of patients within and surrounding the Service Area, provided such non-emergency transport do not in any manner impair Company's ability to meet the service and response time requirements of these Specifications.
15. Company must make provision to allow for direct radio or other telecommunication contact between mutual aid providers, first response providers and Company and its dispatchers to effect accurate and reliable coordination of efforts between such providers.
16. In order to provide the highest quality of care to patients of Company, the following minimum standards of hygiene must be observed:
 - a. After transportation of a patient, the interior of the ambulance shall be straightened and cleaned. All linens shall be replaced.
 - b. If a patient with an infectious disease is transported, the ambulance interior shall be completely cleaned and disinfected. All applicable infection control standards and operating procedures shall be adhered to.
17. Services will be provided in rural areas situated outside the corporate boundaries of any cities in Precinct 3 of Hidalgo County and not served by ambulance service of any fire district located in Precinct 3. Cities are Alton , Palmview, Granjeno, La Joya, Sullivan City, and Peñitas (Service Area).

OTHER INFORMATION:

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

COMMUNICATION WITH COUNTY EMPLOYEES:

Company submitting proposals shall not discuss this RFP with employees of Hidalgo County other than Hidalgo County Purchasing Agent/Staff. **If discussion is necessary, company will notify in writing Hidalgo County Purchasing Agent/Staff. Failure to abide by this requirement may result in automatic disqualification.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposers to provide a fee proposal based on the scope of work/services.

Exhibit "A"
HIDALGO COUNTY – PRECINCT № 3
"EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRCT 3"
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NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1 original submittal and seven (7) copies.**

SECTION III: SELECTION AND SCHEDULES

SELECTION PREOCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100 point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

NEGOTIATION PROCESS:

The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

Any Contract awarded 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.

PROPOSAL SUBMITTED TO:

An original and seven (7) copies of RFP's should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 South Business Highway 281
Edinburg, Texas 78539

All RFP's must be submitted by no later than 9:30 a.m. on Wednesday, July 28, 2010,

THE STAT OF TEXAS §
 §
COUNTY OF HIDALGO §

EMERGENCY AMBULANCE SERVICE CONTRACT
CONTRACT NUMBER

THIS CONTRACT is made and entered into this **DATE** by and between the
COUNTY OF HIDALGO, TEXAS (“County”), and **VENDORS NAME**, a limited
liability
Corporation (“Company”).

WHEREAS, rural areas situated outside the corporate boundaries of any cities in Precinct3
Hidalgo County and not serves by ambulance service of any fire district located in such Precinct
3, as well as the areas within the municipal boundaries of the cities of Alton, Palmview,
Granjeno, La Joya, Sullivan City and Penitas (collectively, the “Service Area” or “Service
Areas”), are not consistently served by ambulance service: and

WHEREAS, the provision of emergency ambulance services may, under Texas law, be
provided to a Service Area by a county; however, counties are not required to provide services to
a Service Area by a county; and

WHEREAS, County has, on **DATE** through its Commissioners Court, awarded a contract
to Company to perform the services; and

WHEREAS, Company is duly licensed under the Emergency Medical Services Act,
V.T.C.A., Health and Safety Code (the “Act”); and

WHEREAS, Company is willing to provide services in accordance with specifications
attached hereto as Exhibit “A” and incorporated herein by reference (the “Specifications”); and

WHEREAS, the term “Specifications” as used herein shall mean the specifications dated a copy of same is attached hereto as Exhibit “A” and incorporated herein for all purposes.

WHEREAS, in recognition of and in consideration of Company’s agreement to the terms and conditions herein contained, the Commissioners Court of County deems it in the best interest to the inhabitants of the Service Area of Hidalgo County to contract with Company on the terms and conditions as contained in this Contract.

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 Emergency Ambulance Service Contract is entered into order to provide emergency ambulance service to inhabitants of the Service Area of Hidalgo County. This Contract does not extend to any third parties any duties of benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of the this Contract, and shall be obligated to render and provide emergency ambulance service for the general public in the Service Area in response to calls for emergency ambulance service pursuant to the terms of this Contract. Company also agrees to respond to any emergency ambulance calls in the Service Area.
3. Company hereby promises and agrees to maintain at the Company’s sole expense a state of the art communication center that will be capable of managing all EMS calls for **VENDOR** Inc. County wide, a description of which is attached hereto as Exhibit “A” Communications Center.

4. This Contract shall be for a period beginning at 12:01 a.m. **DATE** and **DATE**, at 12:00 a.m., with an option to extend for an additional one (1) year term, unless (the “Termination Date”) this contract is earlier terminated pursuant to the provisions herein.
5. As a condition of this Contract, if a new Provider is not in place at the end of the normal contract term, termination/cancellation date, current provider will continue providing services for a period not to exceed 90 (ninety) days or until new contract is approved.
6. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract a valid emergency ambulance provider license for the highest level of care, issued by the Texas Board of health (the “License”), subject to all terms and conditions of the Act, as may from time to time be amended.
7. All ambulances operated under the license shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provided emergency medical care in such ambulances shall have the qualifications, skill and expertise to perform such emergency medical services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the State Board of Health or any other agency or authority having jurisdiction with regard to the operation and/or provision of ambulance service, and with the terms of the specifications.
8. As consideration for rendering the Emergency Ambulance Service provided for in this Contract, the Company agrees not to charge the County for services rendered.
9. Company shall provide insurance in force on all its vehicles and all persons connected with provided services under this Contract naming County as an additional insured, with the coverage’s and in the amounts described in the Specifications, and shall furnish to County certificated of such insurance coverage.

10. Company shall provide a sufficient number of ambulances, personal and equipment as further defined in the specifications, available to answer and service emergency call that it receives from any source within the Service Area, and insures that upon every response, Company shall have at least two state certified emergency service personnel responding to the call.

11. The fees charge by Company to the public shall be the Company's ordinary and customary fees. (See **Exhibit "B"**)

12. 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 commented with this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

14. 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 emergency services provided by Company, and that Company is an independent contractor under this Contract.

15. In the event either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party had so defaulted, the non-defaulting party will give written notice to the offending or alleged offending party, setting forth such default, and the offending party shall have thirty (30) days after receipt of such written notice to cure such default is that of Company and such default creates, in the sole

opinion of the County, life threatening conditions in which case this Contract may be terminated immediately. If either party hereto fails to sol sure a default, the non-offending party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract with or without cause, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so the County may have an additional period of time to find a suitable replacement.

16. 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 stated forth below:

If to County:

The County of Hidalgo
Attn: County Judge
Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539

If to Company

17. 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.

18. 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.

19. 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.

20. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

21. Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

- a. 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 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 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 Hidalgo County.
- b. 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.

22. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County

may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

WITNESS our hands in duplicate originals this **DATE**

ATTEST:

COUNTY OF HIDALGO

By _____

By: _____

COMPANY OF HIDAGLO

By: _____

Approved on Commissioners' Court: _____

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

By: _____

AI-21909

19.D.1.

**Hidalgo County - Lease Office Space - City of Edinburg - House a State
District Court
CC REGULAR**

Date: 07/13/2010

Submitted By: Eric Trevino, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: District Courts

Information

CAPTION

a. Recommending to reject the sole incomplete bid received and authority to re-advertise with modified specifications and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County - "Lease Office Space - City of Edinburg to House a State District Court" Bid No. 2010- 260-08-04-ERT;

b. Approval for County to exercise the holdover provision option, as provided in the current contract for: E-09-312-07-07-Lease Office Space-City of Edinburg-House a State District Court under the same terms and conditions with "Joe E Garcia" - Maxima Business Center, effective July 17, 2010.

BACKGROUND

Current contract expires on 07/16/10 - County will exercise holdover provision

Proposed Schedule of Events:

1st Advertisement: July 17, 2010

2nd Advertisement: July 24, 2010

Bid Opening Date: August 4, 2010

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-412-00-010-001-0-441

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 7/7/10 is \$49,680.00

Attachments

Link: [Contract](#)

Link: [Emails sent to vendor - backup](#)

Link: [Emails were read by vendor - backup](#)

Link: [MEMO, LEGAL NOTICE, SPECIFICATIONS AND DRAFT CONTRACT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 12:53 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 02:34 PM	APRV
3	Sylvia Solis	Sylvia Solis	07/09/2010 11:47 AM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Eric Trevino
Started On: 07/02/2010 03:01 PM

Final Approval Date: 07/09/2010

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**LEASE
C-07-249-07-17**

THIS LEASE is made and entered into by and between **Jose E. Garcia**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto, save and except the said space marked as Office #2 and Office #3 on the floor plan included in Exhibit "A" and consisting of a total of 243.96 square feet and referred herein as "Lessor's Storage Space". The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." The total Leased Premises consists of Four Thousand Five Hundred (4,500) square feet.

Lessor agrees that Lessor's Storage Space shall be used only for storage purposes by Lessor. Lessor further agrees that only authorized personnel who maintain the Leased Premises on Lessor's behalf shall be allowed access to the Lessor's Storage Space and such space shall only be accessed through the front door entrance of the Leased Premises and only when court is not in session.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one

the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent

Eric Trevino

From: Eric Trevino [eric.trevino@co.hidalgo.tx.us]
Sent: Wednesday, July 07, 2010 4:57 PM
To: 'jeg@gvlaw.net'; 'Sylvia@gvlaw.net'
Cc: 'darlene.betancourt@co.hidalgo.tx.us'; 'martha.salazar@co.hidalgo.tx.us'; 'rocio.villarreal@co.hidalgo.tx.us'; 'leticia.saenz@co.hidalgo.tx.us'; 'monica.badillo@co.hidalgo.tx.us'; 'valde.guerra@co.hidalgo.tx.us'
Subject: FW: Hidalgo County - "Lease of Office Space-City of Edinburg-House a State District Court" Bid No. 2010-067-06-16-ERT.
Attachments: Contract.pdf

Good Afternoon,

To: Hon. Jose E. Garcia,

1. Hidalgo County is going to reject the bid since not all specifications are being met, and Hidalgo County will go out for bids again. I will let Ms. Sylvia (your co-worker) know when the bid packet will be released. In approximately 2 weeks from now, a new bid will be released to the vendors with modified specifications (no longer requiring the renovation to the Jury Room).
2. Hidalgo County is going to exercise the "holdover" provision which is article 1.2 of the current contract (see attached).

Hidalgo County thanks you for participating, and if you have any questions please email me.

Thank you,

ERIC TREVINO

BUYER II

Hidalgo County Purchasing Department

2802 S. Business. Hwy 281

Edinburg, Tx 78539

(956) 318-2626 ext. 4882

(956) 292-7612 fax

eric.trevino@co.hidalgo.tx.us



From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Tuesday, July 06, 2010 5:56 PM
To: 'Sylvia@gvlaw.net'; 'jeg@gvlaw.net'
Cc: 'martha.salazar@co.hidalgo.tx.us'; 'darlene.betancourt@co.hidalgo.tx.us'; 'rocio.villarreal@co.hidalgo.tx.us'; 'leticia.saenz@co.hidalgo.tx.us'; 'monica.badillo@co.hidalgo.tx.us'; 'valde.guerra@co.hidalgo.tx.us'
Subject: Hidalgo County - "Lease of Office Space-City of Edinburg-House a State District Court" Bid No. 2010-067-06-16-ERT.

Pursuant to our conversation earlier today over the phone,

1. If you are unable to make renovations to Jury Room as specified on the specifications (refer to # 10 on specifications attached) please confirm and explain your reason(s).

2. Email me in DETAIL as to what type of furniture is missing that belongs to you that you left behind where the 430th District Court is currently occupying. Please mention in what offices they were in, and mention the dates when they were left behind.
3. Have you ever filed a claim about the missing furniture to anyone before (for example: a police report or the County)? Here in the Purchasing Department we have not heard anything about the missing furniture until today.

Please email me your response by no later than Wednesday, July 7, 2010 by noon or as soon as possible. Thank you.

Thank you,
ERIC TREVINO
BUYER II
Hidalgo County Purchasing Department
2802 S. Business. Hwy 281
Edinburg, Tx 78539
(956) 318-2626 ext. 4882
(956) 292-7612 fax
eric.trevino@co.hidalgo.tx.us



Eric Trevino

From: Joe Garcia [jeg@gvlaw.net]
To: Eric Trevino
Sent: Wednesday, July 07, 2010 5:57 PM
Subject: Read: Hidalgo County - "Lease of Office Space-City of Edinburg-House a State District Court"
Bid No. 2010-067-06-16-ERT.

Your message was read on 7/7/2010 5:56 PM.

← message was read by vendor.

Eric Trevino

From:
To:
Sent:
Subject:

Joe Garcia [jeg@gvlaw.net]

Eric Trevino

Wednesday, July 07, 2010 5:42 PM

Read: Hidalgo County - "Lease of Office Space-City of Edinburg-House a State District Court"
Bid No. 2010-067-06-16-ERT.

Your message was read on 7/7/2010 5:42 PM.

message was read by vendor.



PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

TO: ALL DEPARTMENT HEADS – BUDGET DEPT / 430TH DISTRICT COURT

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 15, 2010

RE: Approval of Specifications For: – Hidalgo County Judicial Court-“Lease of Office Space in the City of Edinburg to House 430th District Court” Bid No. 2010-067-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☒	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ✓ YES / NO/

Other (Specify) (Allow 430th D.C. to review our recommendation.)

Budget Account No.: 0-1100-412-00-010-001-0-441

<u>Monica Badillo</u>	<u>Monica Badillo</u>	<u>Exec. Office</u>	<u>3/19/10</u>
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us preferably by no later than Friday, March 19, 2010 @ 5:00 P.M. or at your earliest convenience in order to attach it to the agenda item for Commissioners Court. Thank You.

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: ALL DEPARTMENT HEADS - 430TH DISTRICT COURT

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 23, 2010

RE: Approval of Specifications For: - Hidalgo County Judicial Court-"Lease of Office Space in the City of Edinburg to House 430th District Court" Bid No. 2010-067-00-00-ERT

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE ☐	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☒	

Funds Availability: X YES / NO/

Other (Specify) _____

Budget Account No. 0-1100-412-00-010-001-0-441

SIGNATURE

Judge Israel Ramon, Jr.

PRINTED NAME

430th District Court

DEPARTMENT

5/11/2010

DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us preferably by no later than Friday, March 30, 2010 @ 5:00 P.M. or at your earliest convenience in order to attach it to the agenda item for Commissioners Court. Thank You.

Enclosures

Bid No: 2010-260	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

“LEASE OFFICE SPACE - CITY OF EDINBURG - HOUSE A STATE DISTRICT COURT”

BID OPENING DATE:

AUGUST 4, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO:2010-260-08-04-ERT

1. Sealed bids will be received for **HIDALGO COUNTY – “LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT”** 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-2010-260-08-04-ERT HIDALGO COUNTY - “LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 4, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-260-08-04-ERT RFB-HIDALGO COUNTY – “LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT”**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. 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 of 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 - "LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** 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
Valde Guerra, Budget Officer
2818 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Valde Guerra (956) 292-7025

17. Schedule of Events

Bid Opening, 9:30 AM	<u>AUGUST 4, 2010</u>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The

disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

- 27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
- 28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
“LEASE OFFICE SPACE-CITY OF EDINBURG -HOUSE A STATE DISTRICT
COURT”
BID NO.: 2010-260-08-04-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 -- New Administration Building
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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
"LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE
DISTRICT COURT"
BID NO. 2010-260-08-04-ERT

SPECIFICATIONS

SCOPE OF WORK:

Hidalgo County is seeking bidders to establish a contract for "Lease Office Space-City of Edinburg-House a State District Court". The proposed building should be in good habitable condition and shall consist of the following:

SPECIFICATIONS:

1. The proposed office building shall consist of a minimum of 3,500 square feet and a maximum of 4,500 square feet of available office space.
2. Bidder shall charge by the square foot for the rental of space. The bid should reflect the actual square feet of proposed office space to be utilized by Hidalgo County.
3. The proposed building should be located within a two (2) block radius of the Hidalgo County Courthouse located at 100 N Closner Blvd, Edinburg, TX.
4. The proposed building must meet all ADA Requirements including but not limited to, all entrances, restrooms and/or parking areas. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, forty-five (45) days from the date of the awarding of the bid and execution of the lease document, or the award will become null/void.
5. If any renovations to the building are necessary in order to comply with the specifications mentioned herein, said renovations will be made by the bidder and at the bidder's expense. The renovations will be completed and constructed according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court. All remodeling or renovations will be completed ninety (90) days from the date of bid award. If completion date is not met, awarded bid and lease may become null/void.
6. Said building shall accommodate for Courtroom with measurements a minimum of 1,400 square feet for:
 - a. Lawyers Bar Wall

- b. Judge's Bench
 - c. Jury Box
 - d. Witness Stand
 - e. Court Reporters Area
- 7. Said building shall accommodate 5 to 7 offices with said measurements of 10' x 10' or the equivalent.
 - 8. Lobby to be with said measurement of a minimum of 300 square feet.
 - 9. Restrooms as follows:
 - a. One (1) Staff (Unisex)
 - b. One (1) Unisex
 - c. One (1) Male
 - d. One (1) Female
 - 10. Jury room with a minimum of 180 sq ft.
 - 11. Bid premises must have public restrooms, one (1) for men, one (1) for women and shall be handicapped accessible. Separate restroom facilities for employees.
 - 12. Storage area with a minimum of 50 square feet.
 - 13. Staff open space with a minimum of 250 square feet.
 - 14. Judge's chambers space with a minimum of 180 square feet.
 - 15. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.
 - 16. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
 - 17. The building should be well insulated with ERA rating of minimum of eleven (11).
 - 18. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air

contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
 - Hidalgo County reserves the right to review the Indoor Quality Test results.
19. During the term of the lease, the building must be well ventilated as required by law: Carbon Dioxide level cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system), prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliances have been inspected and are functioning properly to prevent the inappropriate accumulation of Carbon Monoxide levels. If Carbon Monoxide levels are identified, Carbon Monoxide Levels must not exceed 1 ppm.
 20. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the lessor's expense.
 21. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.
 22. HVAC Systems must be cleaned and inspected prior to occupancy by Hidalgo County and on an annual basis at the Lessor's expense.
 23. Hidalgo County requires a third party inspection, at Lessor's expense, of roof system assessment with reports on:
 - a. Age, Condition, and Warranty of the Roof
 24. Hidalgo County requires the Lessor to maintain a weather tight roof system throughout the term of the lease.
 25. Bid premises shall have water, sewer, garbage pickup in addition to electricity

and natural gas. Building must have natural adequate lighting at each hallway and office area, with not less than 70 foot candles at any desk station.

26. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.
27. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.
28. Building shall be in good working condition and be handicap accessible to provide services to all clients.
29. All repairs will be done on a timely manner as prioritized by Hidalgo County.
30. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.
31. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.
32. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free, if applicable.
33. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.
34. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that the building is meeting up to standards requirements while contract is ongoing with the County.
35. Building must be free of insects and rodents prior to occupancy by the Hidalgo County Judicial Court. Pest control maintenance will be at the Lessor's expense throughout the term of the contract/lease.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Bidder(s) shall provide insurance for the building to be leased against fire, accidents and natural disaster throughout the term of lease. Also, Bidder shall maintain liability insurance on the premises as indicated on Exhibit "C".
2. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by lessor

hereunder.

3. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.
4. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

TERMS AND CONDITIONS:

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year term under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.
3. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. 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 (30) days written notice prior to cancellation.
6. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
7. 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.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, Wednesday, July 28, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 30, 2010 at 5 p.m

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE
C-10-260-00-00

THIS LEASE is made and entered into by and between _____, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE I. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **one (1) year** commencing on _____, **2010** (as hereinafter defined) and ending on _____, **2011** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar

month, in which event the Term shall be extended by the number of days remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year terms, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to (\$ Vendor's Bid Price) (\$ _____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in

advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at (Vendor's Address, City/State and Zip Code) or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of

furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept

in every part clean, sanitary, and free from all accumulations of debris.

- (7) Floor, stairways, and railings maintained in good repair.
- (8) Landscaping (all greenery, watering, and maintenance).
- (9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

- 4.4** (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.
- (b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations,

additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until

repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar (\$500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by

this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but

Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE II. CONDEMNATION

Total Condemnation

II.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

II.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within

thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this

Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Lessee:

County of Hidalgo
Attn: County Judge
100 East Cano (2nd Floor)/PO Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred

to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the _____ day
of _____, 2010.

LESSOR:

By: _____

LESSEE:
HIDALGO COUNTY

By: _____

Rene A. Ramirez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court _____, 2010

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

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

EXHIBIT "B"
PROPERTY/LEGAL DESCRIPTION

EXHIBIT "C"
VENDOR'S BID PRICE

EXHIBIT “D”
INSURANCE CERTIFICATE

AI-21902

19.E.1.

Award: Purchase, Removal & Related Services for Shredded & Recyclable Materials

CC REGULAR

Date: 07/13/2010

Submitted By: Elena Gomez, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: County Clerk

Information

CAPTION

Recommending award of bid and approval of contract to the sole bidder meeting all specifications and/or requirements as attached hereto for : Hidalgo County Clerks Office-Purchase, Removal & Related Services for Shredded & Recyclable Materials RFB No.: 2010-216-06-16-MEG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: Fund 1237

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact for Expenditures. Revenue Only

Revenue Account # 0-1237-341-10-180-000-0-000

Attachments

Link: Memo of recommendation/ tabulation sheet

Link: Contract Doc#C-10-216-07-13-Master Fibers Inc-HC (County Clerks)

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/08/2010 01:44 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 02:20 PM	APRV
3	Sylvia Solis	Sylvia Solis	07/09/2010 11:35 AM	APRV
4	Auditor's Office		07/09/2010 05:13 PM	NEW

Form Started By: Elena Gomez
Started On: 07/02/2010 09:56 AM

Final Approval Date: 07/09/2010

MEMORANDUM

TO: Arturo Guajardo Jr.,
Hidalgo County Clerk's Office

FROM: Elena Gomez, Buyer *EG*
Hidalgo County Purchasing Department

DATE: June 25, 2010

RE: Request Recommendation for RFB 2010-216-06-16-MEG
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"

The Purchasing Department had bid openings on 06/23/10 our records show that the sole participant didn't bid on all the items. We would like to know is The County Clerk's Office wishes to proceed with this bid and award as is or Do you wish to reject bids and re-advertise?

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the Bid tabulation sheet, and a Sealed Bid packet for your review and recommendation.

We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, June 29, 2010 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday July 6, 2010.

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 1237-341-10-180-000-0-000

Recommendations/Concerns: _____

Arturo Guajardo Jr. Arturo Guajardo Jr. County Clerk 6/28/10
Authorized Signature/ Printed Name Department Date

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (CLERK'S OFFICE)

BID NO: 2010-216-06-16-MEG

DESCRIPTION OF BID: "Purchase, Removal & Related Services for Shredded & Recyclable Materials"

		MASTER FIBERS	
		Pharr, Tex	
		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	LOOSE	0.01	20.00
	BAGGED	0.01	20.00
	BALED	0.02	40.00
CARDBOARD	LOOSE	0.005	10.00
	BAGGED	0.005	10.00
	BALED	N/B	N/B
ALUMINUM		0.03	60.00
PLASTIC		N/B	N/B
OTHER		N/B	N/B

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-216-07-13

THIS CONTRACT is made and entered into this **13th** day of **July, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **Master Fibers, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Purchase, Removal & Related Services for Shredded & Recyclable Material**" (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **July 13, 2010** and expiring on **July 12, 2011**. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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 Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto payable against weight ticket submitted by the Company to the Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, in accordance with Exhibit "A", page 2 of 3 #8.

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: Master Fibers, Inc.
Attn: Manuel Arredondo, Plant Manager
103 North "I" Road
Pharr, Texas 78577

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 sixty (60) 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.

17. **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 Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY: MASTER FIBERS, INC.

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET



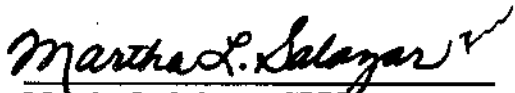
PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BIDS (RFB)
CHECKLIST
HIDALGO COUNTY
"Purchase, Removal & Related Services
For Shredded & Recyclable Materials"
Bid No: 2010-216-06-16-MEG**

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 packet)
3. Exhibit "A" Specifications consisting of 3 pages.
4. Exhibit "B" Bid Page consisting of 1 page.
Must be submitted with bid packet
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
Must be submitted with bid packet
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(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 packet
8. Certification Regarding Debarment 1 page.
Must be submitted with bid packet
9. Draft Requirements Agreement consisting of 8 pages.

The above mentioned items shall be found in the Request for Bids (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, CPPB
Purchasing Agent

JUNE 1, 2010
Date



PURCHASING DEPARTMENT
County Of Hidalgo

June 1, 2010

Re: **HIDALGO COUNTY**
Request for Bids "Purchase, Removal & Related Services for Shredded &
Recyclable Materials"
Bid No: 2010-216-06-16-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar P.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY

**“Purchase, Removal & Related Services
For Shredded & Recyclable Materials”**

Bid No: 2010-216-06-16-MEG

BID OPENING DATE:

June 16, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas, 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** 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. 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-2010-216-06-16-MEG** and in **HIDALGO COUNTY "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY JUNE 16, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-216-06-16-MEG- HIDALGO COUNTY- "Purchase, Removal & Related Services for Shredded & Recyclable Materials"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. 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 of 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 "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** 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 Clerk's Office
 100 N. Closner
 Edinburg Texas 78539
 ATTN.: Arturo Guajardo
 (956) 318-2100

17. Schedule of Events

Pre-Bid Conference 9:30 AM

June 8, 2010

Bid Opening, 9:30 AM

June 16, 2010

Award of Contract

_____, 2010

Commence Work or Deliver Products

_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website:
www.window.state.tx.us/taxinfo/coastintr.html .**
If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all

defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
BID NO.: 2010-216-06-16-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Must submit this form with Bid Packet

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

**"Purchase, Removal & Related Services
For Shredded & Recyclable Materials"**

RFB: 2010-216-06-16-MEG

EXHIBIT "A"
HIDALGO COUNTY
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
RFB NO: 2010-216-06-16-MEG

PROJECT OVERVIEW

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerk currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis"**:

SERVICE LOCATIONS and POINTS OF CONTACT (POC):

➤ **Sites:**

- Records Management Warehouse-317 N. Closner, Edinburg, Texas 78539
POC

1st	Armando Perez Jr.	956-318-2100 ext 6107	956-292-7676
2nd	Daniel Yarrito	956-318-2100 ext 6109	956-292-7000
3rd	Fernando Gomez	956-318-2100 ext 6109	956-292-7000

- San Carlos Warehouse-E. SH 107 & 6th Street San, Carlos, Texas 78539
POC

1st	Armando Perez Jr.	956-318-2100 ext 6107	956-292-7676
2nd	Fernando Gomez	956-318-2100 ext 6109	956-292-7000
3rd	Daniel Yarrito	956-318-2100 ext 6109	956-292-7000

BIDDER(S) MINIMUM REQUIREMENTS

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.
2. The Bidder(s) shall schedule pick up on the first and third Monday of the Month unless there is a holiday, which shall then be pickup up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.
3. Bidder(s) must provide a container in which all material will be placed in and removed by the Bidder.
4. The Bidder must have the ability to pick up materials from two designated area(s) and the proper equipment to load the container with the shredded/destroyed material to sell (i.e. forklift, etc)
5. The Bidder(s) must have the ability to leave a container at either site.
6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

EXHIBIT "A"
HIDALGO COUNTY
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
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7. Bidder(s) must include a copy of the scale ticket.
8. Bidder(s) must provide weight ticket to coincide with payment, weight ticket and check must be submitted to the Treasure's Office and a copy to County Clerks Office.
9. Bidder(s) must also provide the process of what happens to the shredded / destroyed material, once it has left the County's possession.
10. The Bidder(s) must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilize services.

11. PRE-BID CONFERENCE

A pre-bid conference will be held on **TUESDAY JUNE 8, 2010 at TIME 9:00 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or walk thru if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

TERMS & CONDITION:

1. Term of contract is for one year, with fixed prices per ton and/or lb.
2. This Agreement may be terminated by either party without cause upon sixty (60) days written notice, pursuant to written notice.
3. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.
4. County will seek purchases from state awarded Bidder(s) whenever it is, its best interest to do so.
5. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.
6. 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.
7. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
8. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County Determines it is in its best interest to do so.
9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

EXHIBIT "A"
HIDALGO COUNTY
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
RFB NO: 2010-216-06-16-MEG

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. 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.
13. The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

Additional Information:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY JUNE 09, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. FRIDAY JUNE 11, 2010.

EXHIBIT "B"

BID PAGE

**"Purchase, Removal & Related Services
For Shredded & Recyclable Materials"**

RFB: 2010-216-06-16-MEG

Exhibit "B"
HIDALGO COUNTY
"Purchase, Removal & Related Services For
Shredded & Recyclable Materials"
Bid No: 2010-216-06-16-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

TYPE OF SERVICE	AMOUNT PAID TO THE COUNTY	
	USD/LB	USD/TON
PAPER		
LOOSE	\$	\$
BAGGED	\$	\$
BALED	\$	\$
CARDBOARD		
LOOSE	\$	\$
BAGGED	\$	\$
BALED	\$	\$
ALUMINUM	\$	\$
PLASTIC	\$	\$
OTHER	\$	\$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"
INSURANCE REQUIREMENTS

**"Purchase, Removal & Related Services
For Shredded & Recyclable Materials"**

RFB: 2010-216-06-16-MEG

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

PRODUCER		DATE (MM/DD/YY)	
		CERTIFICATE OF INSURANCE 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 THEIR 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				EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	☐ CLAIMS MADE OCCUR				MEDICAL (Any one person)	\$
	☐ OWNER'S & CONT PROT				PERSONAL ADV INJURY	\$
	☐ OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP	\$
	☐ POLICY ☐ PROJECT ☐ LOC					
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY	EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
	☐ DEDUCTIBLE					\$
	☐ RETENTION \$					\$
						\$
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		

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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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	
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

Revised 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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

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 ¹
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.

**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 Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: 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.: _____		

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: _____

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID

Exhibit "B"
HIDALGO COUNTY
"Purchase, Removal & Related Services For
Shredded & Recyclable Materials"
Bid No: 2010-216-06-16-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	LOOSE	\$ 0.01	\$ 20.00
	BAGGED	\$ 0.01	\$ 20.00
	BALED	\$ 0.02	\$ 40.00
CARDBOARD	LOOSE	\$ 0.005	\$ 10.00
	BAGGED	\$ 0.005	\$ 10.00
	BALED	\$ /	\$ /
ALUMINUM		\$ 0.03	\$ 60.00
PLASTIC		\$ 0.00	\$ 0.00
OTHER		\$ /	\$ /

BIDDER/COMPANY NAME: Master Fibers Inc

ADDRESS: 103 N I Road

CITY/STATE/ZIP CODE: Pharr, Tx

PHONE & FAX NO.'S: (956) 783 07 74 ext 11 Fax (956) 783 92 91

CELLULAR & BEEPER NO.'S: (956) 227 46 31

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: Manuel Arredondo

TITLE: Plant Manager

EMAIL: marredondo@masterfibers.com

OPENED

G. Blau

6/23/2010

Witnessed

[Signature]

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (CLERK'S OFFICE)

BID NO: 2010-216-06-16-MEG

DESCRIPTION OF BID: "Purchase, Removal & Related Services for Shredded & Recyclable Materials"

		MASTER FIBERS Pharr, Tex	
		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	LOOSE	0.01	20.00
	BAGGED	0.01	20.00
	BALED	0.02	40.00
CARDBOARD	LOOSE	0.005	10.00
	BAGGED	0.005	10.00
	BALED	N/B	N/B
ALUMINUM		0.03	60.00
PLASTIC		N/B	N/B
OTHER		N/B	N/B

EXHIBIT “C”

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2010

PRODUCER

Acn Private Risk Management - Houston
1330 Post Oak Blvd., Suite 900
Houston TX 77056
(832) 476-6665

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

Master Fibers, Inc.

1710 E. Paisano
El Paso TX 79901

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: North River Insurance Company

21105

INSURER B: United States Fire Insurance C

21113

INSURER C: United States Fire Insurance C

21113

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR DESIG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	5437146528	1/31/2010	1/31/2011	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO- JECT ☐ LOC				
A	AUTOMOBILE LIABILITY	1337290929	1/31/2010	1/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	☒ Hired PhysDam 50,000				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY	5530930902	1/31/2010	1/31/2011	EACH OCCURRENCE \$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
					\$
	DEDUCTIBLE				\$
	☒ RETENTION \$ 0				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4086995715	1/31/2010	1/31/2011	☒ WC STATU- TORY LIMITS ☐ OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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

Certificate Holder is named as an Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Continued on page 3

CERTIFICATE HOLDER

Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281

Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Acn Private Risk Management
Insurance Agency, Inc.

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 08, 2010 1:29 PM
To: 'Leticia Saenz'
Subject: FW:

Hooray!!!!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, July 08, 2010 1:27 PM
To: 'Martha Salazar'
Subject: RE:

The Master Fibers contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 08, 2010 12:06 PM
To: 'Steve Crain'
Subject: FW:
Importance: High

Mr. Crain:

Please review and comment as to form.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, July 08, 2010 11:55 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Elena Gomez'
Subject:
Importance: High

Ms. Marty-

Please forward to legal counsel for review and approval as to form. This contract will be place on the next CC agenda of 07/13/10 for final approval.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629