AI-22431 **6.D.**

Claim of Braulio Galindo

CC REGULAR

Date:	08/17/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Braulio Galindo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 09:32 AM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Aida Alvarez — Started On: 08/11/2010 09:27 AM

Final Approval Date: 08/13/2010

AI-22440 **6.E.**

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

CC REGULAR

Date:	08/17/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 01:07 PM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Monica Badillo — Started On: 08/11/2010 11:36 AM

Final Approval Date: 08/13/2010

AI-22485 **6.F.**

C-2390-10-B; Nora Martinez, individually and as Guardian of the Person and Estate of Jesus Martinez v. Levcor, Inc., et al

CC REGULAR

Date:	08/17/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-2390-10-B; Nora Martinez, individually and as Guardian of the Person and Estate of Jesus Martinez v. Levcor, Inc., et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 10:27 AM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW
Form Started By: Monica Badillo			Started On: 08/13/2010 10:08 AM	
Final Approval Date: 08/13/2010				

AI-22432 **7.D.**

Claim of Braulio Galindo

CC REGULAR

Date:	08/17/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Braulio Galindo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 09:32 AM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Aida Alvarez — Started On: 08/11/2010 09:29 AM

Final Approval Date: 08/13/2010

AI-22441 **7.E.**

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas
CC REGULAR

Date: 08/17/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

EEOC #31C-2010-01032; Hilda Caceres v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 01:08 PM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Monica Badillo
Started On: 08/11/2010 11:37 AM

Final Approval Date: 08/13/2010

AI-22487 **7.F.**

C-2390-10-B; Nora Martinez, individually and as Guardian of the Person and Estate of Jesus Martinez v. Levcor, Inc., et al

CC REGULAR

Date:	08/17/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-2390-10-B; Nora Martinez, individually and as Guardian of the Person and Estate of Jesus Martinez v. Levcor, Inc., et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 10:17 AM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Monica Badillo — Started On: 08/13/2010 10:12 AM

Final Approval Date: 08/13/2010

AI-22492 **10.B.**

Status Report on Hurricane Alex's relief efforts

CC REGULAR

Date:	08/17/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Status Report on Hurricane Alex's relief efforts

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 11:12 AM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Monica Badillo — Started On: 08/13/2010 11:07 AM

Final Approval Date: 08/13/2010

AI-22454 **11.A.**

Resolution Regarding Immigration

CC REGULAR

Date:	08/17/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and approval of resolution regarding immigration.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2010 08:09 AM	APRV
2	Roland Garcia	Rolando Garcia	08/13/2010 09:25 AM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW
Form Started By: Erika Reyna			Started On: 08/11/2010 04:26 PM	
Final Approval Date: 08/13/2010				

County of Hidalgo

State of Texas

Resolution

WHEREAS, historically, the cities and towns of the United States as a melting pot of multiple cultures and nationalities based on our nation's history of welcoming immigrants; and

WHEREAS, when admitted through a well-regulated system, immigrants strengthen the United States by creating economic opportunities, increasing America's scientific and cultural resources, strengthening our ties with other nations, fulfilling humanitarian commitments, and supporting family ties and family values that are necessary to build strong communities; and

WHEREAS, despite increases in border security and upgrades in tracking technology, the U.S. Census Bureau estimates that approximately 500,000 people continue to enter the U.S. illegally each year;

NOW, THEREFORE, BE IT RESOLVED BY THE HIDALCO COUNTY COMMISSIONERS' COURT THAT

(1) The federal government has the responsibility to keep the borders of this nation safe and secure for the safety of all Americans, and
(2) That this court supports upholding the immigration laws of the United States.

SIGNED THIS _____ DAY OF AUGUST 2010.

_____

RENE A. RAMIREZ
County Judge

_____ _____

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

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____ _____

JOE M. FLORES
County Commissioner, Pct.3

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

Attested to:

_____

ARTURO GUAJARDO, JR.
County Clerk

AI-22488 **12.A.**

2010 Grievance Committee

CC REGULAR

Date:	08/17/2010
Submitted By:	Jennilee Garza, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval to select names for the 2010 Grievance Committee.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

This agenda item does not require funding; no budgetary impact as of 08/13/10.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 10:27 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/13/2010 10:50 AM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW
Form Started By: Jennilee Garza			Started On: 08/13/2010 10:13 AM	
Final Approval Date: 08/13/2010				

AI-22427 **13.A.**

Request for Employee Transfers
CC REGULAR

Date: 08/17/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Sheriff
Department: BUDGET & MANAGEMENT
Agenda Category: Sheriff's Office

Information

CAPTION

Sheriff (1100) / Courthouse Security (1241):
1. Approval of employee transfers as follows, as per section 3.49 of the Civil Service Commission Rules:

		FROM			TO		
Employee No.	Position Title	Dept.	Slot No.		Dept.	Slot No.	Budgeted Salary
138894	Deputy Sheriff Step I	Courthouse Sec. (115-044)	0012		Sheriff (280-001)	0179	$38,000.00
121916	Deputy Sheriff Step I	Sheriff (280-001)	0179		Courthouse Sec. (115-044)	0012	$38,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** See Below
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

0-1100-421-00-280-001-0-XXX- No budgetary impact.
0-1241-421-23-115-044-0-XXX- See Attachment.

Attachments

Link: Analysis
Link: Courthouse Sec - Revised salary schedule
Link: Sheriff - Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	08/12/2010 10:47 AM	APRV
2	Budget & Management	Erika Zamora	08/12/2010 01:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/12/2010 03:06 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Sylvia Solis Started On: 08/11/2010 08:18 AM

Final Approval Date: 08/13/2010

Employee Transfer Budget Analysis
for
Sheriff's Office/ Courthouse Security

FISCAL IMPACT TO SHERIFF'S BUDGET

ACCOUNT NO./ NAME	EMPLOYEE NO.	SLOT NO.	POSITION TITLE	Budgeted Salary	Longevity Pay	Total Compensation
X-1100-421-00-280-001-0-XXX (SHERIFF) -	121916	0179	Deputy Sheriff Step I	$ 38,000.00	$ 360.00	$ 38,360.00
X-1241-421-23-115-044-0-XXX (COURTHOUSE SECURITY) -	138894	0012	Deputy Sheriff Step I	$ 38,000.00	$ 240.00	$ 38,240.00
			VARIANCE	**$ -**	**$ (120.00)**	**$ (120.00)**

FISCAL IMPACT TO COURTHOUSE SECURITY

ACCOUNT NO./ NAME	EMPLOYEE NO.	SLOT NO.	POSITION TITLE	Budgeted Salary	Longevity Pay	Total Compensation
X-1241-421-23-115-044-0-XXX (COURTHOUSE SECURITY) -	138894	0012	Deputy Sheriff Step I	$ 38,000.00	$ 240.00	$ 38,240.00
X-1100-421-00-280-001-0-XXX (SHERIFF) -	121916	0179	Deputy Sheriff Step I	$ 38,000.00	$ 360.00	$ 38,360.00
			VARIANCE	**$ -**	**$ 120.00**	**$ 120.00**

***** Difference in Longevity pay available from lapsed funds within Courthouse Security (1241).**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1241-421-23-115-044-0

AI - 22427

COURTHOUSE SECURITY

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	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	600.00	0.00	0.00	42,580.00
0002	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
0003	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
0004	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	1,200.00	0.00	0.00	46,517.00
0005	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
0006	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	0.00	0.00	0.00	45,437.00
0007	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
0008	113	DEPUTY SHERIFF STEP I	39,330.00	0.00	0.00	-0	(1,330.00)	0.00	38,000.00	38,000.00	540.00	0.00	0.00	0.00	0.00	38,540.00
0009	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
0010	113	SR. DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	0.00	43,263.00	43,263.00	960.00	0.00	1,200.00	0.00	0.00	45,423.00
0011	113	DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0	0.00	(3,933.00)	39,330.00	39,330.00	120.00	0.00	1,200.00	0.00	0.00	40,650.00
0012	**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** ↓ ~~240.00~~	**0.00**	**0.00**	**0.00**	**0.00**	**38,360.00** ↓ ~~38,240.00~~
0013	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	169.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0014	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	169.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0015	113	SECURITY SPECIALIST	31,646.00	0.00	0.00	0	0.00	169.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
			344,516.00	0.00	0.00		(1,330.00)	0.00	343,186.00	343,186.00	3,660.00	0.00	6,000.00	0.00	22,427.00	352,846.00

Approval to transfer employee no. 121916 from the Sheriffs Office to Courthouse Security, slot no. 0012, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

*****Positions adhere to Law Enforcement Grade and Step Pay Plan.**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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 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
0009	113	EXECUTIVE ASSISTANT III	56,175.00	0.00	0.00	0	9,078.00	(8,819.00)	56,434.00	56,434.00	300.00	0.00	0.00	0.00	500.00	57,234.00
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	INFORMATION TECHNOLOGY MANAG	53,550.00	0.00	0.00	0	0.00	976.00	54,526.00	54,526.00	0.00	0.00	0.00	0.00	500.00	55,026.00
0017	113	SENIOR CRIME ANALYST	49,816.00	0.00	0.00	0	0.00	671.00	50,487.00	50,487.00	720.00	0.00	0.00	0.00	500.00	51,707.00
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	1,500.00	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	ACCOUNTANT III	47,857.95	0.00	0.00	0	0.00	(29.00)	47,829.00	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
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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
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 SUPERVISO	46,579.00	0.00	0.00	0	0.00	168.00	46,747.00	46,747.00	1,440.00	0.00	0.00	0.00	500.00	48,687.00
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 SPECIALIST	44,134.00	0.00	0.00	0	0.00	665.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0043	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0	0.00	665.00	44,799.00	44,799.00	540.00	0.00	0.00	0.00	500.00	45,839.00
0044	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0	0.00	665.00	44,799.00	44,799.00	480.00	0.00	0.00	0.00	500.00	45,779.00
0045	113	MECHANIC V	43,363.00	0.00	0.00	0	0.00	(79.00)	43,284.00	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	0.00	47,223.00
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	0.00	49,277.00
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
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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
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	DEPUTY SHERIFF STEP	44,777.00	0.00	0.00	0	0.00	(8,297.00)	36,480.00	36,480.00	0.00	0.00	0.00	0.00	0.00	36,480.00
0070	113	DEPUTY SHERIFF	44,777.00	0.00	0.00	0	0.00	(8,297.00)	36,480.00	36,480.00	300.00	0.00	0.00	0.00	0.00	36,780.00
0071	113	DEPUTY SHERIFF	44,777.00	0.00	0.00	-0	(8,297.00)	0.00	36,480.00	36,480.00	540.00	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	0.00	49,517.00
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
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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
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
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	0.00	48,183.00
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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
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	3,000.00	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
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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
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	(6,783.00)	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
0161	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
0162	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	0.00	0.00	0.00	43,683.00
0163	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	0.00	0.00	0.00	43,683.00
0164	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	0.00	0.00	0.00	43,683.00
0165	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	0.00	45,723.00
0166	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
0167	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
0168	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
0169	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	2,100.00	0.00	500.00	46,403.00
0170	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
0171	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
0172	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
0173	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
0174	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	3,600.00	0.00	500.00	43,550.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
0175	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
0176	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	600.00	0.00	0.00	44,283.00
0177	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	0.00	46,203.00
0178	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
0179	**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** ↓ ~~360.00~~	**0.00**	**0.00**	**0.00**	**0.00**	**38,240.00** ↓ ~~38,360.00~~
0180	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	3,600.00	0.00	500.00	42,220.00
0181	113	ACCOUNTANT II	40,449.15	0.00	0.00	0	0.00	557.00	41,006.00	41,006.00	1,560.00	0.00	0.00	0.00	0.00	42,566.00
0182	113	MECHANIC IV	39,939.90	0.00	0.00	0	0.00	(233.00)	39,707.00	39,940.00	720.00	0.00	0.00	0.00	0.00	40,660.00
0183	113	MECHANIC IV	39,940.00	0.00	0.00	0	0.00	(233.00)	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0184	113	MECHANIC IV	39,939.90	0.00	0.00	0	0.00	(233.00)	39,707.00	39,940.00	360.00	0.00	0.00	0.00	0.00	40,300.00
0185	113	MECHANIC IV	39,939.90	0.00	0.00	0	0.00	(233.00)	39,707.00	39,940.00	480.00	0.00	0.00	0.00	0.00	40,420.00
0186	113	MECHANIC IV	39,939.90	0.00	0.00	0	0.00	(233.00)	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
0187	113	MECHANIC IV	39,939.90	0.00	0.00	0	0.00	(233.00)	39,707.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
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
0215	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	1,800.00	0.00	0.00	43,960.00
0216	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	1,800.00	0.00	0.00	43,960.00
0217	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
0218	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
0219	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	1,800.00	0.00	0.00	44,020.00
0220	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	0.00	0.00	0.00	39,510.00
0221	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
0222	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
0223	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
0224	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00
0225	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	0.00	0.00	0.00	39,510.00
0226	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
0227	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
0228	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
0229	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
0230	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	0.00	0.00	0.00	39,510.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
0231	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	3,900.00	0.00	500.00	42,520.00
0232	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	3,000.00	0.00	500.00	43,010.00
0233	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
0234	113	DEPUTY SHERIFF	39,330.00	0.00	0.00	-0	(2,850.00)	0.00	36,480.00	36,480.00	420.00	0.00	1,200.00	0.00	0.00	38,100.00
0235	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
0236	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	0.00	1,520.00	38,000.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
0237	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
0238	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
0239	113	DEPUTY SHERIFF STEP I	36,480.00	0.00	0.00	0	1,520.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH	34,971.30	0.00	0.00	0	0.00	592.00	35,563.00	35,563.00	360.00	0.00	0.00	0.00	500.00	36,423.00
0241	113	EVIDENCE TECHNICIAN	34,834.00	0.00	0.00	0	0.00	(474.00)	34,360.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
0242	113	EVIDENCE TECHNICIAN	34,834.00	0.00	0.00	0	0.00	(474.00)	34,360.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
0243	113	HUMAN RESOURCES SPECIALIST II	33,141.00	0.00	0.00	0	0.00	(212.00)	32,929.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
0244	113	COMMUNICATIONS OFFICER	31,855.00	0.00	0.00	0	0.00	(335.00)	31,520.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
0245	113	COMMUNICATIONS OFFICER	31,855.00	0.00	0.00	0	0.00	(335.00)	31,520.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
0246	113	COMMUNICATIONS OFFICER	31,855.00	0.00	0.00	0	0.00	(335.00)	31,520.00	31,855.00	0.00	0.00	0.00	0.00	0.00	31,855.00
0247	113	QUARTER MASTER	31,632.00	0.00	0.00	0	0.00	183.00	31,815.00	31,815.00	540.00	0.00	0.00	0.00	0.00	32,355.00
0248	113	ADMINISTRATIVE ASSISTANT III	33,075.00	0.00	0.00	0	0.00	(146.00)	32,929.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00
0249	113	ACCOUNTANT I	31,632.00	0.00	0.00	0	0.00	183.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0250	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	(2,396.00)	27,985.00	27,985.00	0.00	0.00	0.00	0.00	0.00	27,985.00
0251	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0252	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	540.00	0.00	0.00	0.00	0.00	31,029.00
0253	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0254	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0255	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0256	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0257	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	1,020.00	0.00	0.00	0.00	0.00	31,509.00
0258	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	(923.00)	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0259	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
0260	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	(923.00)	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0261	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	600.00	0.00	0.00	0.00	0.00	31,089.00
0262	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0263	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	420.00	0.00	0.00	0.00	0.00	30,909.00
0264	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0265	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0266	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0267	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	(923.00)	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0268	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	(923.00)	29,458.00	29,458.00	0.00	0.00	0.00	0.00	0.00	29,458.00
0269	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0270	113	COMMUNICATIONS OFFICER	30,381.00	0.00	0.00	0	0.00	108.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0272	113	ADMINISTRATIVE ASSISTANT II	31,000.00	0.00	0.00	0	0.00	96.00	31,096.00	31,096.00	540.00	0.00	0.00	0.00	500.00	32,136.00
0273	113	ASSISTANT QUARTER MASTER	28,922.00	0.00	0.00	0	0.00	536.00	29,458.00	29,458.00	540.00	0.00	0.00	0.00	0.00	29,998.00
0274	113	ADMINISTRATIVE ASSISTANT I	26,737.00	0.00	0.00	0	0.00	(80.00)	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0275	113	ADMINISTRATIVE ASSISTANT I	26,737.00	0.00	0.00	0	0.00	(80.00)	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0276	113	ADMINISTRATIVE ASSISTANT I	26,737.00	0.00	0.00	0	0.00	(80.00)	26,657.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
0277	113	ADMINISTRATIVE ASSISTANT I	26,737.00	0.00	0.00	0	0.00	(80.00)	26,657.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
0278	113	ADMINISTRATIVE ASSISTANT I	26,737.00	0.00	0.00	0	0.00	(80.00)	26,657.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
0279	113	ADMINISTRATIVE ASSISTANT I	26,084.00	0.00	0.00	0	0.00	(245.00)	25,839.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
0280	113	ADMINISTRATIVE ASSISTANT I	26,084.00	0.00	0.00	0	0.00	(245.00)	25,839.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
0281	113	ADMINISTRATIVE ASSISTANT I	26,084.00	0.00	0.00	0	0.00	(245.00)	25,839.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
0282	113	ADMINISTRATIVE ASSISTANT I	26,084.00	0.00	0.00	0	0.00	(245.00)	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0283	113	ADMINISTRATIVE ASSISTANT I	26,084.00	0.00	0.00	0	0.00	(245.00)	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0284	113	ADMINISTRATIVE ASSISTANT I	26,084.00	0.00	0.00	0	0.00	(245.00)	25,839.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
0285	113	ADMINISTRATIVE ASSISTANT I	26,084.00	0.00	0.00	0	0.00	(245.00)	25,839.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
0287	113	CUSTODIAN II	25,616.00	0.00	0.00	0	0.00	(3,205.00)	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0288	113	ADMINISTRATIVE ASSISTANT I	24,117.00	0.00	0.00	0	0.00	904.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0289	113	ADMINISTRATIVE ASSISTANT I	24,117.00	0.00	24,117.00	0	0.00	(1,901.00)	22,216.00	23,152.32	0.00	0.00	0.00	0.00	0.00	23,152.00
0290	113	ADMINISTRATIVE ASSISTANT I	24,117.00	0.00	0.00	0	0.00	904.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
0291	113	ADMINISTRATIVE ASSISTANT I	24,117.00	0.00	0.00	0	0.00	904.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0292	113	ADMINISTRATIVE ASSISTANT I	24,117.00	0.00	0.00	0	0.00	904.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0293	113	ADMINISTRATIVE ASSISTANT I	24,117.00	0.00	0.00	0	0.00	904.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0294	113	CUSTODIAN II	22,345.00	0.00	0.00	0	0.00	66.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0295	113	CUSTODIAN II	22,345.00	0.00	0.00	0	0.00	66.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0296	113	CUSTODIAN II	22,345.00	0.00	0.00	0	0.00	66.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0297	113	CUSTODIAN II	22,345.00	0.00	0.00	0	0.00	66.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
G313	113	CRIME VICTIM LIASON	8,114.00	0.00	0.00	0	0.00	313.00	8,427.00	8,427.00	600.00	0.00	0.00	0.00	0.00	9,027.00
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	CRIMINAL INTELLIGENCE RESEARCH	34,971.00	0.00	0.00	0	0.00	592.00	35,563.00	35,563.00	0.00	0.00	0.00	0.00	500.00	36,063.00
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	500.00	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	1,500.00	0.00	0.00	43,720.00
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	500.00	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	500.00	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	500.00	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	500.00	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	500.00	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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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

AI - 22427

SHERIFF

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	
			12,300,059.90	397,290.00	530,847.00		(27,922.00)	(27,368.00)	12,642,060.00	12,609,408.32	140,040.00	0.00	376,800.00	0.00	72,427.00	13,212,688.00

Approval to transfer employee no. 138894 from the Courthouse Security to the Sheriff's Office, slot no. 0179, as per section 3.49 of the Civil Service Commission Rules pending CC approval.

*****Positions adhere to Law Enforcement Grade and Step Pay Plan.**

AI-22466 **13.B.**

Edward Byrne Memorial Justice Assistance Grant
CC REGULAR

Date:	08/17/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Authorization and Approval to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) funding of Border Star continuation projects.
2. Authorization for County Judge to sign required documents (certification and assurances).

BACKGROUND

Applications are to be submitted via the Criminal Justice Division (CJD) eGrants website. Deadline for the applications submission is September 03, 2010.

Period of performance for the grant is October 01, 2010 to September 30, 2011.

The proposed budget will include expenses relating to overtime, fringe benefits, vehicles, & equipment.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to apply.
No local cash match is required.

Attachments

Link: JAG.funding.notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/12/2010 02:18 PM	APRV
2	Budget & Management	Erika Zamora	08/12/2010 04:08 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/13/2010 02:55 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Emilia Uriegas — Started On: 08/12/2010 10:54 AM

Final Approval Date: 08/13/2010

Office of the Governor
Request for Grant Applications (RFA) for the Edward Byrne Memorial Justice Assistance Grant (JAG) program – Border Star continuation projects.

The Criminal Justice Division (CJD) of the Governor's Office is soliciting continuation applications from counties along the Texas-Mexico border who have a current grant project end date of September 30, 2010.

Purpose: The purpose of this solicitation is to reduce crime and improve the criminal justice system along the Texas-Mexico border.

Available Funding: Funds are authorized under the Edward Byrne Memorial Justice Assistance Grant Program (JAG) (42 U.S.C. 3751(a). JAG funds are made available through a Congressional appropriation to the United States Department of Justice.

Funding Levels:
Minimum amount is $10,000.
Maximum: None
Match Requirement: None

Standards: Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may not be used to support the following services, activities, and costs:
(1) Supplanting or use of grant funds to replace any other existing federal, state or local funds;
(2) Proselytizing or sectarian worship;
(3) Lobbying;
(4) Any portion of the salary of, or any other compensation for, an elected or appointed government official;
(5) Vehicles or equipment for government agencies that are for general agency use;
(6) Weapons, ammunition, explosives or military vehicles;
(7) Admission fees or tickets to any amusement park, recreational activity or sporting event;
(8) Promotional gifts;
(9) food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and the event is not related to amusement and/or social activities in any way;
(10) Membership dues for individuals;
(11) Fundraising;
(12) Construction;
(13) Medical services;
(14) Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training; and
(15) Legal services for adult offenders.

Eligible Applicants:
(1) Counties along the Texas-Mexico border who are current recipients.

Eligibility Requirements:
(1) Eligible applicants are limited to one application;
(2) Projects must focus on reducing crime and improving the criminal justice system along the Texas-Mexico border;
(3) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years;

(4) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency http://fedgov.dnb.com/webform/displayHomePage.do; and
(5) Eligible applicants must be registered in the federal Central Contractor Registration (CCR) database www.ccr.gov.

Project Period: Projects selected for funding must begin services on or after October 1, 2010 and expire on or before September 30, 2011.

Application Process: Applicants can access CJD's eGrants website at https://cjdonline.governor.state.tx.us to register and apply for funding.

Preferences: Preference will be given to applicants who demonstrate cost effective programs focused on a comprehensive and effective approach to services that compliment the criminal justice system.

Closing Date for Receipt of Applications: All applications must be submitted via CJD's eGrants website on or before September 3, 2010.

Selection Process:
Applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Contact person: If additional information is needed, contact the eGrants help desk at egrants@governor.state.tx.us or (512) 463-1919.

AI-22411 **13.C.**

2009 Operation Stonegarden Grant - Budget Amendments (16 Cities)

CC REGULAR

Date:	08/17/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Sheriff Department
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Sheriff Office 2009 Operation Stonegarden Grant (1284):
Approval of the following city budgets for awarded amounts pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	City of	Amount
1	Alamo	53,265.06
2	Alton	42,370.63
3	Donna	44,820.50
4	Elsa	40,663.68
5	Hidalgo	53,585.54
6	La Joya	86,618.52
7	Mercedes	76,693.03
8	Mission	164,294.95
9	Palmhurst	31,048.88
10	Palmview	45,046.24
11	Penitas	49,857.22
12	Pharr	47,344.52
13	Progreso	43,326.80
14	San Juan	72,374.30
15	Sullivan	57,090.92
16	Weslaco	83,354.54
	Total	991,755.33

BACKGROUND

On 06/22/10, Commissioners' Court approved the acceptance of the grant from the Department of Homeland Security FEMA (Texas Department of Public Safety - AI#21681 6/22/10).

The grant award is for $1,388,322.00 of which $396,566.67 is for the Hidalgo County Sheriff's Office (AI# 22209 8/3/10).

The remaining balance of $991,755.33 is assigned to sixteen (16) city police departments within Hidalgo County.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-XXX-2-XXX

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

BUDGETARY IMPACT:

Approval of 2010 appropriation of funds for the 2009 Operation Stonegarden Grant in the amount of $991,755.33 (16 Cities). No local cash match is required. Note: Sheriff dept. appropriation ($396,566.67) was done on 8-3-10 AI#22209.

	City of	Expense Acct#	Revenue acct#	Amount
1	Alamo	0-1284-421-00-280-070-2-XXX	0-1284-331-12-280-070-2-000	53,265.06
2	Alton	0-1284-421-00-280-052-2-XXX	0-1284-331-12-280-052-2-000	42,370.63
3	Donna	0-1284-421-00-280-048-2-XXX	0-1284-331-12-280-048-2-000	44,820.50
4	Elsa	0-1284-421-00-280-071-2-XXX	0-1284-331-12-280-071-2-000	40,663.68
5	Hidalgo	0-1284-421-00-280-049-2-XXX	0-1284-331-12-280-049-2-000	53,585.54
6	La Joya	0-1284-421-00-280-050-2-XXX	0-1284-331-12-280-050-2-000	86,618.52
7	Mercedes	0-1284-421-00-280-072-2-XXX	0-1284-331-12-280-072-2-000	76,693.03
8	Mission	0-1284-421-00-280-054-2-841	0-1284-331-12-280-054-2-000	164,294.95
9	Palmhurst	0-1284-421-00-280-073-2-131	0-1284-331-12-280-073-2-000	31,048.88
10	Palmview	0-1284-421-00-280-051-2-XXX	0-1284-331-12-280-051-2-000	45,046.24
11	Penitas	0-1284-421-00-280-074-2-XXX	0-1284-331-12-280-074-2-000	49,857.22
12	Pharr	0-1284-421-00-280-053-2-XXX	0-1284-331-12-280-053-2-000	47,344.52
13	Progreso	0-1284-421-00-280-075-2-131	0-1284-331-12-280-075-2-000	43,326.80
14	San Juan	0-1284-421-00-280-076-2-XXX	0-1284-331-12-280-076-2-000	72,374.30
15	Sullivan	0-1284-421-00-280-077-2-XXX	0-1284-331-12-280-077-2-000	57,090.92
16	Weslaco	0-1284-421-00-280-078-2-XXX	0-1284-331-12-280-078-2-000	83,354.54
			Total	**991,755.33**

Attachments

Link: Alamo
Link: Alton
Link: Donna
Link: Elsa
Link: Hidalgo
Link: La Joya
Link: Mercedes
Link: Mission
Link: Palmhurst
Link: Palmview
Link: Penitas
Link: Pharr
Link: Progreso
Link: San Juan

Link: Sullivan

Link: Weslaco

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	08/13/2010 09:03 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 09:47 AM	APRV
3	Ivan Cantu	Ivan Cantu	08/13/2010 04:30 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Manuel Chapa Started On: 08/10/2010 11:06 AM

Final Approval Date: 08/13/2010

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Alamo

ACCOUNT NUMBER: 0-1284-421-00-280-070-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-070-2-131	Overtime Pay	30,029.46
0-1284-421-00-280-070-2-220	FICA	2,297.25
0-1284-421-00-280-070-2-230	Retirement	1,501.47
0-1284-421-00-280-070-2-250	Unemployment	330.32
0-1284-421-00-280-070-2-260	Workers' Compensation	1,585.56
0-1284-421-00-280-070-2-626	Gasoline	4,752.00
0-1284-421-00-280-070-2-672	Repair & Maint. Supplies--Equipment & Vehicles	364.00
0-1284-421-00-280-070-2-841	Aid to Governmental Agencies	12,405.00
	TOTAL APPROPRIATIONS	53,265.06
0-1284-331-12-280-070-2-000	Texas Division of Emergency Management	53,265.06
	TOTAL REVENUES	53,265.06

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Alamo from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Alton

ACCOUNT NUMBER: 0-1284-421-00-280-052-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-052-2-131	Overtime Pay	4,533.80
0-1284-421-00-280-052-2-250	Unemployment Compensation	49.87
0-1284-421-00-280-052-2-260	Workers' Compensation	121.96
0-1284-421-00-280-052-2-613	Safety Supplies	2,665.00
0-1284-421-00-280-052-2-668	Police Weapons and Bulletproof Vests	5,000.00
0-1284-421-00-280-052-2-841	Aid to Governmental Agencies	30,000.00
	TOTAL APPROPRIATIONS	42,370.63
0-1284-331-12-280-052-2-000	Texas Division of Emergency Management	42,370.63
	TOTAL REVENUES	42,370.63

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Alton from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operatin Stonegarden (2009)--City of Donna

ACCOUNT NUMBER: 0-1284-421-00-280-048-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-048-2-131	Overtime Pay	10,200.00
0-1284-421-00-280-048-2-220	FICA	780.30
0-1284-421-00-280-048-2-230	Retirement	510.00
0-1284-421-00-280-048-2-250	Unemployment Compensation	306.00
0-1284-421-00-280-048-2-260	Workers' Compensation	714.00
0-1284-421-00-280-048-2-611	Police Supplies	592.63
0-1284-421-00-280-048-2-626	Gasoline	1,800.00
0-1284-421-00-280-048-2-668	Police Weapons and Bulletproof Vests	11,400.00
0-1284-421-00-280-048-2-672	Repair & Maint. Supplies--Equip. & Vehicles	2,110.00
0-1284-421-00-280-048-2-841	Aid to Governmental Agencies	16,407.57
	TOTAL APPROPRIATIONS	44,820.50
0-1284-331-12-280-048-2-000	Texas Division of Emergency Management	44,820.50
	TOTAL REVENUES	44,820.50

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Donna from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Elsa

ACCOUNT NUMBER: 0-1284-421-00-280-071-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-071-2-131	Overtime Pay	2,600.00
0-1284-421-00-280-071-2-220	FICA	198.90
0-1284-421-00-280-071-2-841	Aid to Governmental Agencies	37,864.78

	TOTAL APPROPRIATIONS	40,663.68
0-1284-331-12-280-071-2-000	Texas Division of Emergency Management	40,663.68
	TOTAL REVENUES	40,663.68

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Elsa from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Hidalgo

ACCOUNT NUMBER: 0-1284-421-00-280-049-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-049-2-131	Overtime Pay	19,727.62
0-1284-421-00-280-049-2-220	FICA	1,509.17
0-1284-421-00-280-049-2-230	Retirement	1,307.95
0-1284-421-00-280-049-2-250	Unemployment Compensation	217.00
0-1284-421-00-280-049-2-260	Workers' Compensation	666.80
0-1284-421-00-280-049-2-581	In-County Employee Travel	3,232.00
0-1284-421-00-280-049-2-613	Safety Supplies	3,325.00
0-1284-421-00-280-049-2-672	Repair & Maint. Supplies--Equip. & Vehicles	1,600.00
0-1284-421-00-280-049-2-841	Aid to Governmental Agencies	22,000.00
	TOTAL APPROPRIATIONS	53,585.54
0-1284-331-12-280-049-2-000	Texas Division of Emergency Management	53,585.54
	TOTAL REVENUES	53,585.54

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Hidalgo from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of La Joya

ACCOUNT NUMBER: 0-1284-421-00-280-050-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-050-2-131	Overtime Pay	28,663.80
0-1284-421-00-280-050-2-220	FICA	2,192.78
0-1284-421-00-280-050-2-250	Unemployment Compensation	143.32
0-1284-421-00-280-050-2-260	Workers' Compensation	1,384.46
0-1284-421-00-280-050-2-581	In-County Employee Travel	1,565.04
0-1284-421-00-280-050-2-841	Aid to Governmental Agencies	52,669.12
	TOTAL APPROPRIATIONS	86,618.52
0-1284-331-12-280-050-2-000	Texas Division of Emergency Management	86,618.52
	TOTAL REVENUES	86,618.52

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of La Joya from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Mercedes

ACCOUNT NUMBER: 0-1284-421-00-280-072-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-072-2-131	Overtime Pay	28,693.06
0-1284-421-00-280-072-2-220	FICA	2,195.02
0-1284-421-00-280-072-2-230	Retirement	4,295.35
0-1284-421-00-280-072-2-260	Workers' Compensation	1,515.00
0-1284-421-00-280-072-2-432	Repair & Maint. Services--Equip. & Vehicles	2,700.00
0-1284-421-00-280-072-2-581	In-County Employee Travel	2,787.60
0-1284-421-00-280-072-2-611	Police Supplies	527.00
0-1284-421-00-280-072-2-664	Other Minor Equipment	1,680.00
0-1284-421-00-280-072-2-841	Aid to Governmental Agencies	32,300.00
	TOTAL APPROPRIATIONS	76,693.03
0-1284-331-12-280-072-2-000	Texas Division of Emergency Management	76,693.03
	TOTAL REVENUES	76,693.03

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Mercedes from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Mission

ACCOUNT NUMBER: 0-1284-421-00-280-054-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-054-2-841	Aid to Governmental Agencies	164,294.95

	TOTAL APPROPRIATIONS	164,294.95
0-1284-331-12-280-054-2-000	Texas Division of Emergency Management	164,294.95
	TOTAL REVENUES	164,294.95

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Mission from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Palmhurst

ACCOUNT NUMBER: 0-1284-421-00-280-073-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-073-2-131	Overtime Pay	31,048.88

	TOTAL APPROPRIATIONS	31,048.88
0-1284-331-12-280-073-2-000	Texas Division of Emergency Management	31,048.88
	TOTAL REVENUES	31,048.88

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Palmhurst from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Palmview

ACCOUNT NUMBER: 0-1284-421-00-280-051-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-051-2-131	Overtime Pay	38,546.49
0-1284-421-00-280-051-2-664	Other Minor Equipment	2,499.75
0-1284-421-00-280-051-2-841	Aid to Governmental Agencies	4,000.00

	TOTAL APPROPRIATIONS	45,046.24
0-1284-331-12-280-051-2-000	Texas Division of Emergency Management	45,046.24
	TOTAL REVENUES	45,046.24

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Palmview from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Penitas

ACCOUNT NUMBER: 0-1284-421-00-280-074-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-074-2-131	Overtime Pay	29,373.93
0-1284-421-00-280-074-2-841	Aid to Governmental Agencies	20,483.29
	TOTAL APPROPRIATIONS	49,857.22
0-1284-331-12-280-074-2-000	Texas Division of Emergency Management	49,857.22
	TOTAL REVENUES	49,857.22

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Penitas from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Pharr

ACCOUNT NUMBER: 0-1284-421-00-280-053-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-053-2-131	Overtime Pay	23,768.91
0-1284-421-00-280-053-2-220	FICA	1,818.32
0-1284-421-00-280-053-2-260	Workers' Compensation	1,307.29
0-1284-421-00-280-053-2-841	Aid to Governmental Agencies	20,450.00

	TOTAL APPROPRIATIONS	47,344.52
0-1284-331-12-280-053-2-000	Texas Division of Emergency Management	47,344.52
	TOTAL REVENUES	47,344.52

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Pharr from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Progreso

ACCOUNT NUMBER: 0-1284-421-00-280-075-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-075-2-131	Overtime Pay	43,326.80

	TOTAL APPROPRIATIONS	**43,326.80**
0-1284-331-12-280-075-2-000	**Texas Division of Emergency Management**	**43,326.80**
	TOTAL REVENUES	**43,326.80**

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Progreso from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of San Juan

ACCOUNT NUMBER: 0-1284-421-00-280-076-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-076-2-131	Overtime Pay	17,636.10
0-1284-421-00-280-076-2-220	FICA	1,349.16
0-1284-421-00-280-076-2-230	Retirement	703.68
0-1284-421-00-280-076-2-250	Unemployment Compensation	88.18
0-1284-421-00-280-076-2-260	Workers' Compensation	931.18
0-1284-421-00-280-076-2-432	Repair & Maint. Services--Equip. & Vehicles	700.00
0-1284-421-00-280-076-2-664	Other Minor Equipment	356.00
0-1284-421-00-280-076-2-841	Aid to Governmental Agencies	50,610.00
	TOTAL APPROPRIATIONS	72,374.30
0-1284-331-12-280-076-2-000	Texas Division of Emergency Management	72,374.30
	TOTAL REVENUES	72,374.30

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of San Juan from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Sullivan City

ACCOUNT NUMBER: 0-1284-421-00-280-077-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-077-2-131	Overtime Pay	29,831.92
0-1284-421-00-280-077-2-664	Other Minor Equipment	27,259.00

	TOTAL APPROPRIATIONS	57,090.92
0-1284-331-12-280-077-2-000	Texas Division of Emergency Management	57,090.92
	TOTAL REVENUES	57,090.92

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Sullivan City from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: July 27, 2010

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden (2009)--City of Weslaco

ACCOUNT NUMBER: 0-1284-421-00-280-078-2-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-078-2-131	Overtime Pay	26,300.59
0-1284-421-00-280-078-2-220	FICA	2,011.99
0-1284-421-00-280-078-2-230	Retirement	3,358.58
0-1284-421-00-280-078-2-250	Unemployment Compensation	2.89
0-1284-421-00-280-078-2-260	Workers' Compensation	14.99
0-1284-421-00-280-078-2-664	Other Minor Equipment	5,765.50
0-1284-421-00-280-078-2-841	Aid to Governmental Agencies	45,900.00
	TOTAL APPROPRIATIONS	83,354.54
0-1284-331-12-280-078-2-000	Texas Division of Emergency Management	83,354.54
	TOTAL REVENUES	83,354.54

REASON: **To appropriate budget for the Operation Stonegarden (2009) Sub-Recipient Grant Award to the City of Weslaco from the Department of Homeland Security FEMA.**

Federal Grant Award Number: 2009-SJ-T90011; SAA Award Number: 09-SR-48215-03. Grant Period is August 01, 2009 to April 01, 2012.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22421 **14.A.**

2010 Tax Rate - Effective and Rollback

CC REGULAR

Date: 08/17/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Tax Office

Information

CAPTION

1. Submission of 2010 effective and rollback tax rates.
2. Discussion of 2010 planning calendar.
3. Discussion of 2010 tax rates.
4. Record vote on proposed 2010 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback tax rates.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 09:25 AM	APRV
2	Perla Lopez	Perla Lopez	08/12/2010 09:40 AM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW
Form Started By: Angela Garcia			Started On: 08/10/2010 03:10 PM	
Final Approval Date: 08/13/2010				

AI-22418 **15.B.**

Health Division - FY 2011 Immunization Contract

CC REGULAR

Date:	08/17/2010
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached FY 2011 Immunization Contract #2011-036297, Attachment #001, in the amount of $649,320.00 for the period 9/1/2010 to 8/31/2011.

2. Approval of Certification of Revenues as certified by the County Auditor for the Immunization Contract.

3. Approval of Certification of Revenues as certified by the County Auditor for the Immunization Contract Program Income amount.

4. Request approval of the attached Immunization Contract Budget and Salary Schedules for the period 9/1/2010 to 8/31/2011 (Account # 0-1293-441-00-340-012-1).

5. Request approval of the attached Immunization Contract Program Income Budget in the amount of $137,734.00 for the period 9/1/2010 to 8/31/2011 (Account # 0-1293-441-00-340-012-1).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-012-1-XXX

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

BUDGETARY IMPACT:

Funding availability: see appropriations.
No in kind or local cash match required:
Contractor share:program income projected to be generated during the fiscal year

REVENUE ACCT: 0-1293-334-10-340-012-1-000 Immnunization Div. Local
REVENUE ACCT: 0-1293-345-40-340-008-0-000 Program Income

Attachments

Link: Contract

Link: Salary Schedule- County

Link: Imm Budget

Link: Imm Budget 340-012 salary schedule

Link: Cert. of Rev. Letter Request

Link: Imm PI Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/10/2010 03:08 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	08/12/2010 02:10 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/13/2010 03:18 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Dan Beltran

Started On: 08/10/2010 01:43 PM

Final Approval Date: 08/13/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-036297 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $649,320.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2011-036297-001 IMMUNIZATION BRANCH - LOCALS

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

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

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

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

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

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

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

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

CONTRACT NO. 2011-036297
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000365288

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2010THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm). Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster.

- Contractor will continue to use the current vaccine management system as described in the TVFC Operations Manual until directed by DSHS to transition to a new "provider choice" system. Contractor shall, as directed by DSHS, implement provider choice in contractor's clinic by the schedule provided by DSHS.
- Contractor shall notify providers of changes to vaccine managements reporting, and present updates and training to providers, as requested by DSHS. This would include any transition to a "provider choice" system.

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/default.htm).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments.*

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25; and
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children 19 through 35 months of age in the Contractor's jurisdiction which are included on the list that will be distributed to Contractor by DSHS at the start of each tri-annual reporting period (September 1, 2010, January 1, 2011, and May 1, 2011).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract:

- LHDs shall investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf) and *NBS Data Entry Guidelines*, 100% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- LHDs shall complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

- LHDs shall contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

- LHDs shall contact 100% or 400 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.

- LHDs shall review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.

- LHDs shall complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall implement provider choice as directed by DSHS according to the schedule provided by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the *Immunization Quality Assurance Tool Resource Manual,* (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Contractor is required to complete and submit tri-annual reports, utilizing a format provided by the DSHS Program:

Report Type	**Reporting Period**	**Report Due Date**
Programmatic	9/1/10 – 12/31/10	1/30/11
Programmatic	1/1/11 – 4/30/11	5/30/11
Programmatic	5/1/11 – 8/31/11	09/30/11

Tri-annual reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III. SOLICITATION DOCUMENT:

NA

SECTION IV. RENEWALS:

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

SECTION V. PAYMENT METHOD:
Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

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

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

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

SECTION VII. SPECIAL PROVISIONS:

General Provision, **Funding** Article, Use of Funds Section, is revised to include:

> Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.
>
> Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2011 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel

expenses shall be reimbursed according to current state travel regulations located at http://www.window.state.tx.us/comptrol/texastra.html.

For immunization activities performed under this Program Attachment, General Provisions, **General Business Operations of Contractor** Article, **Overtime Compensation** Section, is replaced with the following paragraphs:

Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

General Provision, **General Business Operations of Contractor** Article, Property Inventory and Protection of Assets Section, is revised to include:

All equipment used by Contractor which is provided by DSHS shall be accounted for as public property. The DSHS Program will investigate equipment loss, destruction, or other waste and may require (at its discretion) Contractor to replace or reimburse the DSHS Program. This provision does not waive any other remedies legally available to DSHS regarding contract breaches.

SECTION VIII. BUDGET:

SOURCE OF FUNDS: CFDA #93.268 and STATE

2011-036297-001

Categorical Budget:

PERSONNEL	$480,180.00
FRINGE BENEFITS	$154,619.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$14,521.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$649,320.00
INDIRECT CHARGES	$0.00
TOTAL	$649,320.00
DSHS SHARE	$649,320.00
CONTRACTOR SHARE	$137,734.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $649,320.00

Financial status reports are due: 12/30/2010, 03/30/2011, 06/30/2011, 10/31/2011

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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

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

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

Signature

Date

Print Name of Authorized Individual

2011-036297
Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES
Organization Name

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1293-441-00-340-012-1

AI - 22418

IMM DIV LOCAL

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	TX VACCINES EDUCATOR	12	1	43,284.00	43,284.00	43,284.00	0.00	0.00	0.00	0.00	0.00	43,284.00
G002	113	TX VCCNS MANAGER	11	1	40,078.00	37,270.00	37,270.00	0.00	0.00	0.00	0.00	0.00	37,270.00
0003	113	OUTREACH SPECIALIST II	6	3	29,186.00	29,186.00	29,186.00	0.00	0.00	0.00	0.00	0.00	29,186.00
0004	113	OUTREACH SPECIALIST II	6	3	29,186.00	29,186.00	29,352.00	0.00	0.00	0.00	0.00	0.00	29,352.00
0005	113	OUTREACH SPECIALIST II	6	3	29,186.00	29,186.00	29,352.00	0.00	0.00	0.00	0.00	0.00	29,352.00
G006	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	28,216.00	28,216.00	0.00	0.00	0.00	0.00	0.00	28,216.00
G007	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	28,216.00	28,216.00	0.00	0.00	0.00	0.00	0.00	28,216.00
G008	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	28,216.00	28,216.00	0.00	0.00	0.00	0.00	0.00	28,216.00
G010	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	27,330.00	27,330.00	0.00	0.00	0.00	0.00	0.00	27,330.00
G011	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	27,306.00	27,306.00	0.00	0.00	0.00	0.00	0.00	27,306.00
G012	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	27,330.00	27,330.00	0.00	0.00	0.00	0.00	0.00	27,330.00
G013	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	27,330.00	27,330.00	0.00	0.00	0.00	0.00	0.00	27,330.00
0014	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,491.00	0.00	0.00	0.00	0.00	0.00	43,491.00
0015	113	OUTREACH SPECIALIST II	6	3	29,186.00	29,186.00	29,352.00	0.00	0.00	0.00	0.00	0.00	29,352.00
0016	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	29,186.00	29,186.00	0.00	0.00	0.00	0.00	0.00	29,186.00
				TOTAL	299,572.00	252,760.00	253,092.00	0.00	0.00	0.00	0.00	22,418.00	253,092.00

GRANT RENEWAL- NEW FISCAL YEAR

DATE: August 6, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-012-1 Imm Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-012-1-113	Regular F/T Employees	$ 480,180.00
0-1293-441-00-340-012-1-211	Health Insurance	$ 56,547.12
0-1293-441-00-340-012-1-212	Life Insurance	$ 403.26
0-1293-441-00-340-012-1-220	FICA	$ 36,733.77
0-1293-441-00-340-012-1-230	Retirement	$ 42,832.06
0-1293-441-00-340-012-1-250	Unemployment Compensation	$ 2,400.90
0-1293-441-00-340-012-1-260	Workers Compensation	$ 15,701.89
0-1293-441-00-340-012-1-601	Office and Computer Supplies	$ 7,261.00
0-1293-441-00-340-012-1-604	Medical & Lab Supplies	$ 7,260.00
	TOTAL BUDGET	$ 649,320.00

INCREASE REQUEST $

Revenue Account # 0-1293-334-10-340-012-1-000

REASON: Implement FY 2011 Immunization Contract for the period 9/1/2010 to 8/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
IMMUNIZATION EMPLOYEE SALARY SCHEDULE
0-1293-441-00-340-012-1

Term: 9/1/2010 - 8/31/2011

Slot #	Employee Name	Employee Title	Salary 9/1/2010 12/31/2010	Salary 1/1/2011 8/31/2011	Salary for 12 month Grant Period
012-G006		LVN II	$ 9,405.33	$ 19,778.67	$ 29,184.00
012-G007		LVN II	$ 9,405.33	$ 19,778.67	$ 29,184.00
012-G010		Community Service Aide	$ 9,110.00	$ 19,126.00	$ 28,236.00
012-G011		Community Service Aide	$ 9,102.00	$ 19,134.00	$ 28,236.00
012-G012		Community Service Aide	$ 9,110.00	$ 19,126.00	$ 28,236.00
012-G002		TVFC Manager	$ 12,423.33	$ 26,096.67	$ 38,520.00
012-G008		LVN II	$ 9,405.33	$ 19,778.67	$ 29,184.00
012-G013		Community Service Aide	$ 9,110.00	$ 19,126.00	$ 28,236.00
012-0001		TVFC Educator	$ 14,428.00	$ 30,296.00	$ 44,724.00
012-0003		Outreach Specialist II	$ 9,784.00	$ 20,552.00	$ 30,336.00
012-0004		Outreach Specialist II	$ 9,784.00	$ 20,552.00	$ 30,336.00
012-0005		Outreach Specialist II	$ 9,784.00	$ 20,552.00	$ 30,336.00
012-0014		LVN II	$ 14,497.00	$ 30,443.00	$ 44,940.00
012-0015		Outreach Specialist II	$ 9,784.00	$ 20,552.00	$ 30,336.00
012-0016		Community Service Aide	$ 9,728.67	$ 20,427.33	$ 30,156.00
	Immunization Salary		**$ 154,860.99**	**$ 325,319.01**	**$ 480,180.00**
	FICA	7.65%			$ 36,733.77
	Retirement	8.92%			$ 42,832.06
	Unemployment	0.50%			$ 2,400.90
	Worker's Comp.	3.27%			$ 15,701.89
	Health Insurance	$4,164/Yr.			$ 56,547.12
	Life Insurance	$33/Yr.			$ 403.26
	Imm. Fringe Benefit		**$ -**	**$ -**	**$ 154,619.00**
	Imm. Sal/FB				**$ 634,799.00**

For reporting purposes Only. PC

From: Rosalinda [rosalinda.cantu@co.hidalgo.tx.us]
Sent: Thursday, August 12, 2010 10:06 AM
To: linda.fong@auditor.co.hidalgo.tx.us
Cc: 'Mike Escaname'; 'Benito Luna'; 'Manuel Chapa'; 'Sylvia Solis'
Subject: Request for Certification of Revnues- AI 22418 FY 2011 Immunization Contract (Health & Human Services dept)

Attachments: seq=22418.pdf
Linda,

Please be advised that agenda item no. 22418 is scheduled for Commissioners Court approval on 08/17/10 and which requires ***certification of revenues***. The Hidalgo County Health & Human Services department is renewing the Immunization grant contract (0-1293-441-00-340-012-1-XXX) which would be effective from 09/01/2010 to 08/31/2011. I am hereby, kindly, requesting this document be forwarded to me as soon as possible. Please see attached.

Thank you.

Sincerely,

Rosalinda Cantu
Budget Analyst
Department of Budget & Management-
Budget Division
2818 S. Bus Hwy 281 - Edinburg, Texas 78539
(956) 292-7025 extension 5408 (956) 292-7035 Fax
rosalinda.cantu@co.hidalgo.tx.us

Revised 08/16/10

DATE: August 6, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-012-1 Imm Contract Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-012-1-540	Advertising	$ 10,000.00
0-1293-441-00-340-012-1-550	Printing & Binding	$ 5,000.00
0-1293-441-00-340-012-1-581	Travel In County	$ 5,000.00
0-1293-441-00-340-012-1-583	Travel Out Of County	$ 30,000.00
0-1293-441-00-340-012-1-601	Office and Computer Supplies	$ 25,000.00
0-1293-441-00-340-012-1-603	Educational/Instructional Supplies	$ 20,000.00
0-1293-441-00-340-012-1-604	Medical & Lab Supplies	$ 20,000.00
0-1293-441-00-340-012-1-619	Other Misc. Supplies	$ 10,000.00
0-1293-441-00-340-012-1-661	Minor Office Furniture & Equipment	$ 6,367.00
0-1293-441-00-340-012-1-664	Other Minor Equipment	$ 6,367.00
	TOTAL BUDGET	$ 137,734.00

INCREASE REQUEST $

Revenue Account # 0-1293-345-40-340-012-1-000

REASON: Implement FY2011 Immunization Program Income Budget for the period 9/1/2010 to 8/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-22429 **16.A.**

2010 Interlocal Cooperation Agreement Between Cities and Hidalgo County for Rural Fire Services

CC REGULAR

Date:	08/17/2010
Submitted By:	Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For:	Juan Martinez
Department:	FIRE MARSHAL'S DEPT.
Agenda Category:	Fire Marshal's Office

Information

CAPTION

Discussion and approval of the following 2010 Cooperation Agreement:
1. City of Mercedes

BACKGROUND

Rural Fire Services Agreement approved by CC 4/28/09 (AI-15198):
1. City of Mercedes. (2) Original Copies

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-013-0-841

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

BUDGETARY IMPACT:

available balance of $34,100.00 as of 08/12/2010.

Attachments

Link: 2010 Mercedes Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 11:17 AM	APRV
2	Roland Garcia	Rolando Garcia	08/12/2010 09:24 AM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Yolanda Orozco — Started On: 08/11/2010 08:58 AM

Final Approval Date: 08/13/2010

#2010/07/20

Interlocal Cooperation Agreement between City of Mercedes **and Hidalgo County, Texas.**

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 20th day of July, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Mercedes, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 20th day of July, 2010.

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

1.0 TERMS

1.1 This contract shall be for a period commencing on July 20, 2010 and shall terminate on December 31, 2010.

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

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.28 NIMS – National Incident Management System

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 ENTITY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

4.0 COUNTY RESPONSIBILITIES

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

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

4.2.1 **ADMINISTRATION**

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

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

4.2.2 **INVESTIGATIONS**

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

4.2.3 **FIRE PREVENTION**

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

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

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

4.2.5 **RESPONSE**

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

5.0 LIABILITY

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

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

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

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

6.0 REIMBURSEMENT PLAN

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

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

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

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

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

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

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

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

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

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

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

.2 **HAZARDOUS MATERIALS INCIDENT**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICLE FIRE**

.6 **VEHICULAR EXTRICATION**

.7 **PUBLIC WORKS RESPONSE**

.8 **REGIONAL MEDICAL RESPONSE TEAM**

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

.10 **SPECIAL SITUATIONS**

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

.1 **UNAUTHORIZED BURNING**

.2 **AUTHORIZED BURNING**

.3 **MEDICAL CALL**

.4 **MUTUAL AID**

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

.1 **WASH DOWN**

.2 **RECOVERY CALL - BODY**

.3 **BEE ATTACK**

.4 **PETROLEUM BASED INCIDENT STANDBY**

.5 **WIRELINE INCIDENTS**

.6 **LAW ENFORCEMENT ASSISTANCE**

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

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

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

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

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

7.0. ASSIGNMENT

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

8.0. AUDIT

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

9.0. MISCELLANEOUS

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

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

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

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

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

If to Entity

City of Mercedes
Ricardo Garcia, City Manager
P.O. Box 837
Mercedes, Texas 78570

If to County:

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

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

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

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

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

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

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

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

WITNESS THE HANDS OF THE PARTIES

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

CITY OF MERCEDES

By: Joel Quintanilla, Mayor

July 20, 2010
Date

ATTEST:

City Secretary
Arcelia L. Felix

COUNTY OF HIDALGO

Rene A. Ramirez, County Judge

Date

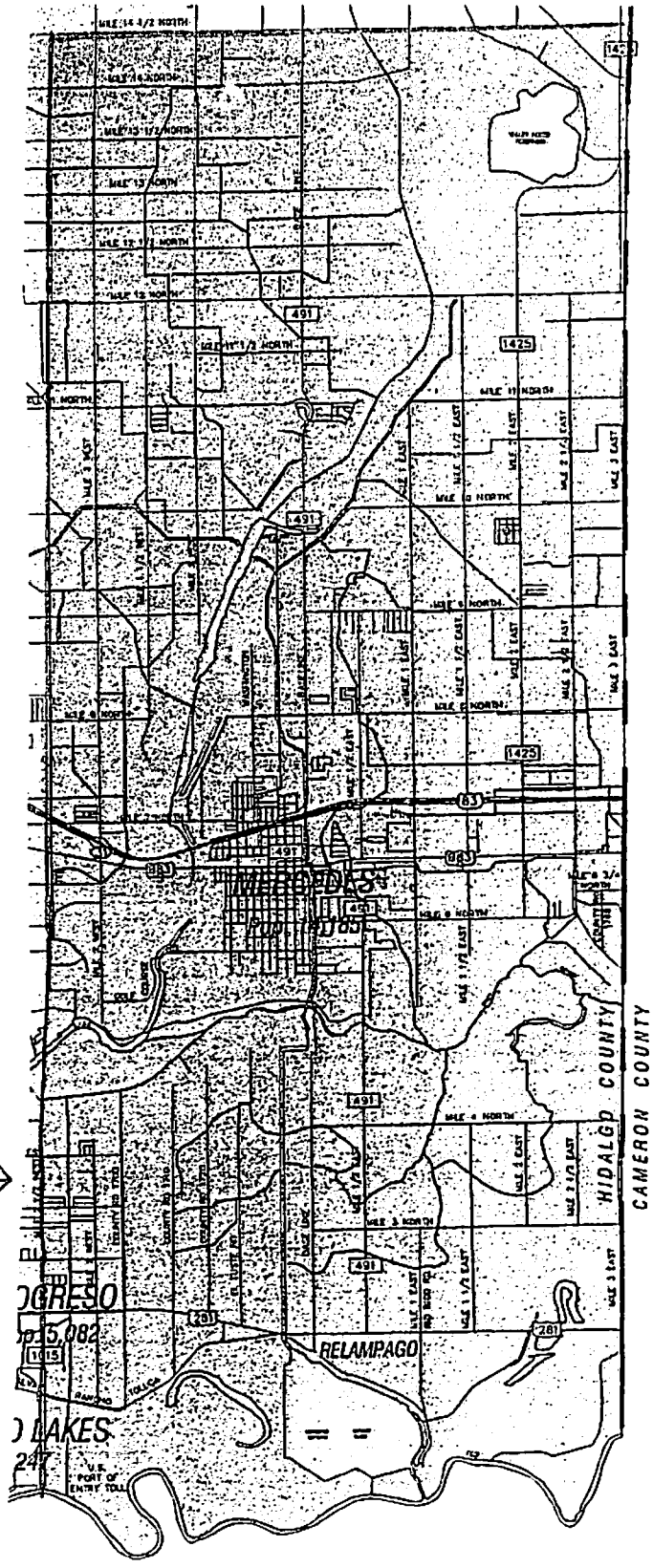
ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By: _____
Stephen L. Crain


MILE 14 1/2 NORTH
MILE 13 1/2 NORTH
MILE 13 NORTH
MILE 12 1/2 NORTH
MILE 12 NORTH
MILE 11 1/2 NORTH
MILE 11 NORTH
MILE 10 NORTH
MILE 9 NORTH
MILE 8 NORTH
MILE 7 NORTH
MILE 6 NORTH
MILE 5 NORTH
MILE 4 NORTH
MILE 3 NORTH
MILE 2 NORTH
MILE 1 NORTH
MILE 1 WEST
MILE 1 1/2 WEST
MILE 2 WEST
MILE 2 1/2 WEST
MILE 3 WEST
MILE 1 EAST
MILE 1 1/2 EAST
MILE 2 EAST
MILE 2 1/2 EAST
MILE 3 EAST
491
1425
83
281
1015
MERCEDES
RELAMPAGO
HIDALGO COUNTY
CAMERON COUNTY
U.S. PORT OF ENTRY TOLL

Mile 2½ West →

Rural Emergency Service Incident Report

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

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ ALARM TIME :_____ ARRIVAL TIME: _____ DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND:_____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION:

_____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS:

_____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE:

_____

TYPE OF ACTION TAKEN:

_____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

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

COMMENTS:

_____

_____

_____

_____

Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____

Fire Chief

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

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

AI-22400 **17.A.**

CELL PHONE REQUEST

CC REGULAR

Date:	08/17/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

WIC Dept.:
1. Authorization to purchase through the County's membership/participation with CONTRACT: HGAC CW05-02 (REQUISITION #: 179889 in the amount of $120.00, respectively) with awarded vendor SPRINT for the following service:

Quantity:	Description:	Equipment Cost:	Department:	Employee Name:	Employee Number:
1	BE 1000 Plan $55.00 + $5.00 taxes & fees = $60.00 X 2 mo = $120.00	Free	Hidalgo County W.I.C.	Office Use	N/A

2. Approval of the attached Wireless Device Request Form under the County's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-001-0-532

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

BUDGETARY IMPACT:

Amount available through Requisition# 179889 in the amount of $120.00 as of 8/13/10 for Sprint.

Attachments

Link: Request Form

Link: Requisition 179889

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/10/2010 08:35 AM	APRV
2	Erika Zamora	Erika Zamora	08/13/2010 02:00 PM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Griselda Salazar Started On: 08/09/2010 11:33 AM

Final Approval Date: 08/13/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

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

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Office Use Employee ID# N/A Signature: N/

DEPARTMENT: WIC DEPT #: 1292

Quantity: 1

Service: $ 60.00 /mo (x) 2 months = 120.00 Account: 0.1292.441.00.350.001.0. -532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: [redacted] -619/664

Requisition Total: $120.00 **Requisition Number:** 179889

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

Signature	Print Name	Date
[signature]	Norma Longoria	8/4/10

(4) Executive Office Authorization:

Signature	Print Name	Date
[signature]	Valde Guerra	8/5/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance + $2.50/Mo Taxes & Fees** -or-
☒ **SPRINT BE1000 Plan $55/Month + Options + $5.00/Mo Taxes & Fees**

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

Requisition
W.I.C. PROGRAM

Req # 00179889
PO #
Date: 08/04/10

Bill To: x
x

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

Ship To: W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

Contact: MGONZALEZ
956-381-4646

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT# HGAC CW05-02 Emergency - Cell Phone needed for Pharr WIC Clinic, 1901 N. Fir, Tx. DO NOT DUPLICATE ORDER		
2.00	MONTH	Sprint Phone for WIC Pharr, 1901 N. Fir, Pharr, Tx. 55.00 monthly plan + 5.00 tax = 60.00 For the month of August - Sept. 2010. Grant ends	55.00	110.00
2.00	MONTH	Taxes & Fees	5.00	10.00
		Account No	Encumbrance	
		0-1292-441-00-350-001-0-532	120.00	
			Freight	.00
			Total	120.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-22470 **17.B.**

Cell phone service

CC REGULAR

Date:	08/17/2010
Submitted By:	Renan Ramirez, IT DEPARTMENT
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Pct. #3 & Pct. #4:

1. Authorization to delete cellular phone service for the following:

Quantity:	Department:	Cell Phone Number:
1	Pct. #4	956-279-5613
1	Pct. #4	956-279-5789
1	Pct. #4	956-279-5865
1	Pct. #4	956-289-0977
1	Pct. #4	956-330-9402
1	Pct. #4	956-467-2617
1	Pct. #4	956-648-8733
1	Pct. #3	956-279-4010

2. Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 with vendor VERIZON WIRELESS for the following service:
Quantity Description Department Equipment Cost Monthly Service Charge
7 Texas Shared Plan 500 Min PCT 4 P/U RD $0 $34.99 + taxes/fees
1 National Unlimited Plan PCT 3 P/U RD $0 $57.39 + taxes/fees

3. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

BACKGROUND

Fiscal Impact

Attachments

Link: image 1
Link: image 2
Link: image 3
Link: image 4
Link: image 5
Link: image 6
Link: image 7
Link: image 8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2010 04:10 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/13/2010 05:01 PM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Renan Ramirez

Started On: 08/12/2010 02:03 PM

Final Approval Date: 08/13/2010

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Juan M. Carranza Employee ID# 000752 Signature: Juan M. Carranza

DEPARTMENT: Precinct 4 DEPT #: 124

Quantity: 1

Service: $ 39.99 /mo (x) 1 months = $39.99 Account: 0 - 1200-431-00-124-005-0-532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -619/664

Requisition Total: $39.99 **Requisition Number:** 180327

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

Signature	Oscar L. Garza Jr.	8/13/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: X VERIZON TEXAS SHARED 500 $34.99/mo + taxes/fees

__ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jaime Guerra Employee ID# 128295 Signature: Jaime Guerra

DEPARTMENT: Precinct 4 DEPT #: 124

Quantity: 1

Service: $ 39.99 /mo (x) 1 months = $39.99 Account: O-- 1200-431-00-124-005-0-532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -619/664

Requisition Total: $39.99 Requisition Number: 180327

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

Signature	Print Name	Date
	Oscar L. Garza Jr.	8/13/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: X VERIZON TEXAS SHARED 500 $34.99/mo + taxes/fees

__ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Roberto Andrade Employee ID# 73083 Signature:

DEPARTMENT: Precinct 4 DEPT #: 124

Quantity: 1

Service: $ 39.99 /mo (x) 1 months = $39.99 Account: 0 – 1200-431-00-124-005-0-532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -619/664

Requisition Total: $39.99 **Requisition Number:** 180327

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

Signature	Oscar L. Garza Jr.	8/13/10
	Print Name	Date

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: X VERIZON TEXAS SHARED 500 $34.99/mo + taxes/fees

__ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Jimmy D. Anthony Employee ID# 170976 Signature: _____

DEPARTMENT: Precinct 4 DEPT #: 124

Quantity: 1

Service: $ 39.99 /mo (x) 1 months = $39.99 Account: O-1200-431-00-124-005-0-532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-619/664

Requisition Total: $39.99 **Requisition Number:** 180324

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

_____ Oscar L. Garza Jr. 8/13/10

Signature | Print Name | Date

(4) Executive Office Authorization:

_____ _____ _____

Signature | Print Name | Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: X VERIZON TEXAS SHARED 500 $34.99/mo + taxes/fees

__ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: OFFICE USE Employee ID# N/A Signature: Oscar L. Garza Jr.

DEPARTMENT: Precinct 4 DEPT #: 124

Quantity: 1

Service: $ 39.99 /mo (x) 1 months = $39.99 Account: 0 - 1200-431-00-12[illegible]005-0-532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: -619/664

Requisition Total: $39.99 Requisition Number: 180327

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

Signature	Print Name	Date
	Oscar L. Garza Jr.	8/13/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: X VERIZON TEXAS SHARED 500 $34.99/mo + taxes/fees

__ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Gabriel H. Garza Employee ID# 158798 Signature: _____

DEPARTMENT: Precinct 4 DEPT #: 124

Quantity: 1

Service: $ 39.99 /mo (x) 1 months = $39.99 Account: 0 - 1200-431-00-124-005-0-532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____ -619/664

Requisition Total: $39.99 **Requisition Number:** 180327

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

Signature	Print Name	Date
	Oscar L. Garza Jr.	8/13/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: X VERIZON TEXAS SHARED 500 $34.99/mo + taxes/fees

__ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☒ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: George Guerra Employee ID# 84069 Signature: _____

DEPARTMENT: Precinct 4 DEPT #: 124

Quantity: 1

Service: $ 39.99 /mo (x) 1 months = $39.99 Account: 0-1200-431-00-124-005-0-532

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-619/664

Requisition Total: $39.99 **Requisition Number:** 180327

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

Signature	Print Name	Date
	Oscar L. Garza Jr.	8/13/10

(4) Executive Office Authorization:

Signature	Print Name	Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: X VERIZON TEXAS SHARED 500 $34.99/mo + taxes/fees

__ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

WIRELESS DEVICE REQUEST FORM W.1.3

(1) Type of Request:

☑ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☐ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee: Domingo Villarreal Employee ID# 19135 Signature: _____

DEPARTMENT: Precinct 3 DEPT #: 123

Quantity: 1

Service: $ 62.00 /mo (x) 6 months = $372.00 Account: 1200-431-00-123-005-0-**532**

Service: $ 0.00 /mo (x) 0 months = $0.00 Account: _____-**619/664**

Requisition Total: $372.00 **Requisition Number:** _____

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

D. Rae. m. Flores Joe M. Flores Aug 13, 2010

Signature Print Name Date

(4) Executive Office Authorization:

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

✓ VERIZON NATIONAL UNLIMITED PLAN $57.39/mo + taxes/fees

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

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

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

☐ **Approved Date:** _____ ☐ **Disapproved**

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

Revised: 1/21/2009

AI-22351 **18.A.**

Utilitze Military Surplus

CC REGULAR

Date:	08/17/2010
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra , Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Presentation for discussion, consideration, and approval to accept and utilize military surplus weapons. Surplus military weapons for nine (9) M16's Rifle(s) from the Defense Reutilization & Marketing Service Program (DRMS 1033).

2. Authorization of payment/check to US Treasury in the amount of $209.23 for the shipment (freight) of said weapons, with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

The only expense to be incurred is the freight in transporting the weapons.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1254-412-00-270-014-0-346

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

BUDGETARY IMPACT:

Funds in the amount of $1,979.10 available as of 08/06/2010.

Attachments

Link: Checklist

Link: Request Form

Link: weapon form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2010 10:38 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/06/2010 05:02 PM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Nelda Olivarez Started On: 08/05/2010 08:55 AM

Final Approval Date: 08/13/2010

CHECKLIST

M16 RIFLES

FOR: Hidalgo County Criminal District Attorney, TX - T160/103

→ Purchase a certified or cashiers check, postal or bank money order, payable to US Treasury for $209.23 for nine M16 Rifle(s).

→ Forward SIGNED CHECKLIST with payment to:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-LC-WSL/Beverly Lafferty
1 Rock Island Arsenal
Bldg 110, 2nd Floor
Rock Island, IL 61299-7630

→ Upon receipt of weapons, complete and submit to ATF Form 10, Application for Registration of Firearms. Send Form 10 to: U.S. DOJ/BATFE, National Firearms Act Branch, Suite 1250, 244 Needy Road, Martinsburg, West Virginia 25405-9431.

→ Shipping Address/Authorized Signature (PLEASE PRINT AND SIGN):

_____

_____

_____

_____
(Authorized Signature)

LAW ENFORCEMENT AGENCY (LEA)
SERIAL NUMBER REQUEST FORM

RECEIVING AGENCY: _____ DATE: _____

RECEIVING AGENCY ID: _____

ADDRESS (No P.O. Box): _____

CITY: _____ STATE: _____

ZIP: _____ EMAIL: _____

PHONE: _____ FAX: _____

WEAPONS POC: _____

CHIEF EXECUTIVE OFFICIAL/HEAD OF AGENCY (LOCAL FIELD AGENCY)

_____

Upon receipt of the weapons:

- Inventory and submit the serial numbers for each weapon to the DRMS LESO using this form.
- Requisition Number: W52H09 _____
- Please submit the serial numbers no later than 2 WEEKS after the receipt of the shipment. NOTE: A spreadsheet of the serial numbers may be established and attached to this form prior to submission.

The Chief Executive Official or Head of Agency (Local Field Office) read and agrees to the following (Please Initial):

- _____ Read and understands the terms and conditions applicable to weapon transfers as detailed in the Memorandum of Agreement between the Defense Logistics Agency and the governor appointed State Coordinator (Contact applicable State Coordinator for copy of agreement).
- _____ Ability to maintain, operate, finance, and properly store the requested weapons.
- _____ Submitted ATF Form 10 registering the weapon with the Bureau of Alcohol, Tobacco, and Firearms

The undersigned verifies that all serial numbers for this shipment have been inventoried and are accurate

_____

(Authorized Weapons Point of Contact)

The Chief Executive Official/Head of Agency (Local Field Office) and the State Coordinator, by signing, certifies that all information contained above is valid and accurate.

STATE & LOCAL AGENCIES

CHIEF EXECUTIVE OFFICIAL: _____
PRINTED NAME

_____
SIGNATURE

STATE COORDINATOR: _____
PRINTED NAME

_____
SIGNATURE

FEDERAL AGENCIES

HEAD OF AGENCY:
(LOCAL FIELD OFFICE) _____
PRINTED NAME

_____
SIGNATURE

LESO USE ONLY

APPROVED: _____ DISAPPROVED: _____

REASON FOR DISAPPROVAL:

_____

_____

_____

_____

_____

FILE NUMBER: _____

LESO HEADQUARTERS ID: _____

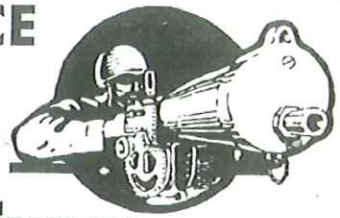
LESO Agent: _____
PRINTED NAME

_____
SIGNATURE

Madness ••• Machine Gun Madness ••• Machine Gun Madness •

RECON ORDNANCE COMPANY

P.O. Box 829
Fond du Lac, WI 54936
920-922-1515 VC • 920-922-0737 FAX



Machine Guns:

Set of 5 Colt Thompsons

To include Models 1921A, 1921AC, 1921/28 Navy Overstamp, Savage Commercial and Model 1927. All guns have original hardcases, drums, spare parts kits, cleaning rods and manuals; sold as complete set only.....$250,000



Collector's Dream!

WWII Rock Island Armory 1917A1. Mint gun complete with tripod, belt loader, steam can, water carrier and hose	$40,000
MG 42 LMG, WWII Bring Back, 95% finish	$40,000
DLO 1919A4 LMG in .308, with tripod and spade grips, as new	$17,500
U.S. M3 "GREASEGUN", with flash hider, sling, 6 mags in pouches	$18,000
Colt M16A1	$14,500
Ruger 10/22, Selective-Fire (Norrell), Suppressed	$12,500
M16, Bushmaster/EA Co. Commando Style	$12,000
Valmet M76 in .233	$15,000
MP-40 SMG, WWII German, mismatch/reblue	$12,500
Chinese RPK LMG, heavy barrel, bipod, 75rd drum magazines	$18,000
MK II Sten Guns (not C&R)	$5,000 each
MP 44, German WWII Bring Back	$16,500
Marlin Model 1914 "Potato Digger" LMG, has correct tripod, ammo box, belts and other accessories	$24,000
Ingram M6 SMG, .45 cal Thompson clone	$6,900
Colt Thompson Model 1921A, 90% finish, all correct	$34,000
American 180, .22 SMG with 3 drum magazines	$ 9,500
MK 5 Sterling SMG (suppressed), brand new	$15,000
M16, Frankford Arsenal, A4 upper	$12,000
Norenco AKM, folding stock model in 7.62X39	$15,000
Clayco AKM, full stock model in 7.62X39	$15,000
Swedish "K" SMG, (tube gun), new	$10,500
German WWII MP-40 SMG, 90% original finish, all match except bolt assembly	$17,500
Sterling MK 4 SMG, built by Andrewski, as new	$ 7,900
MG-81 LMG, ground gun, 1800 RPM!	$24,000
Italian Modello 30 LMG	$24,000
French Model 24/29 Chatterault LMG, in .308	$24,000
West Harley M1 Thompson SMG	$15,000
UZI, IMI registered receiver gun, as new	$7,900
Group Industries 1918A2 Bar w/ Bipod, sling and magazines	$26,000
Ruger AC556F, Stainless w/choate folding stock, 13" barrel	$6,800

Destructive Devices:

AI-22476 **19.A.**

Public Hearing Pct. # 4

CC REGULAR

Date:	08/17/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Hold a Public Hearing to consider public comments on a proposed budget and program amendment for Hidalgo County Precinct No. 4 to their existing Urban County Program work plan for FY 19 (2006). The proposed amendment will reactivate the Parks, Recreational Facilities and delete the Water/Sewer Improvements and Street Improvement activity line items and re-allocate surplus funds in the total amount of $45,523.75.

2. Consideration and requesting approval of a budget and program amendment for Hidalgo County Precinct No. 4 to their existing Urban County Program work plan for FY 19 (2006). The proposed amendment will reactivate the Parks, Recreational Facilities and delete the Water/Sewer Improvements and Street Improvement activity line items and re-allocate surplus funds in the total amount of $45,523.75.

BACKGROUND

Public Hearing was held on August 17, 2010 at 9:00 a.m., and the citizen participation requirements have been met. See attached detailed amendment.

The proposed Hidalgo County Precinct No. 4 Year 19 (2006) Amendment will:

REACTIVATE the Parks and Recreational Facilities activity line item utilizing surplus funds in the total amount of $45,523.75. The following activity will be added to the work plan: purchase of playground equipment for the JR “Milo” Ponce Park and,

DELETE the Water/Sewer Improvement and Street Improvements activity line items.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed budget & program amendment will be utilizing Urban County Year 19 (2006) funds. No budget increase to proposed amendment.

Attachments

Link: Public Hearing Pct. # 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	08/13/2010 08:27 AM	APRV
2	Perla Lopez	Perla Lopez	08/13/2010 10:05 AM	APRV
3	Auditor's Office	Angela Garcia	08/13/2010 05:10 PM	APRV

Form Started By: Hilda Bazan Started On: 08/12/2010 04:40 PM

Final Approval Date: 08/13/2010

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 4
URBAN COUNTY PROGRAM

Published On: August 13, 2010

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the **Hidalgo County Precinct No. 4** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendment to it's Urban County Program, **Year 19 (2006).**

The Public Hearing will be held on **Tuesday, August 17, 2010** at **9:00 a.m.** at the **Hidalgo County Commissioner's Court Room located at 100 E. Cano, First Floor, Edinburg, Texas 78539**.

Existing	Year 19 (2006) Activities	Proposed
$165,000.00	Water/Sewer Imp. (-38,382.95 surplus)	$ 0.00
$203,712.00	Street Improvements (-7,140.80 surplus)	$ 0.00
$ 0.00	Parks, Recreational Facilities (+45,523.75)	$ 45,523.75
$ 45,523.75	**TOTALS:**	**$ 45,523.75**

The proposed amendment will **REACTIVATE** the Parks and Recreational Facilities activity line item utilizing surplus funds in the total amount of $45,523.75. The following activity will be added to the work plan: purchase of playground equipment for the JR "Milo" Ponce Park.

The proposed amendment will **DELETE** the Water/Sewer Improvement and Street Improvement activity line items.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en español para aquellas personas que asi lo deseen.

For more information, please contact Hidalgo County Urban County Program at **956-787-8127** or visit our office located at **1916 Tesoro Blvd., Pharr Texas 78577.**

Written comments may be forwarded to:

Commissioner Oscar Garza
Hidalgo County Precinct No. 4
1051 N. Doolittle, Edinburg, Texas 78541
(956)-383-3112

AI-22477 **19.B.**

Pct. #3- HUD CDBG-R flood drainage improvements
CC REGULAR

Date: 08/17/2010
Submitted By: Hilda Bazan, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program for Precinct No. 3 is requesting consideration and action to award and enter into construction contract with Sascon, Inc. (lowest bidder meeting all specifications and/or requirements) for the HUD CDBG-R flood drainage improvements to International Village Subdivision located in Precinct 3 in the amount of $242,305.00 utilizing Year 22 (2009) flood drainage improvement funds. The project consists of flood drainage improvements within the subdivision with an outfall to the County's west main drainage ditch.

BACKGROUND

Precinct No. 3 has requested and received bids for the flood drainage improvements. Javier Hinojosa Engineering/Consulting Engineers prepared the specification packages. Bids were received and opened at the Hidalgo County – Purchasing Department on August 4, 2010. After review, the project engineer recommended Sascon, Inc. as the lowest of six (6) bidders. (See attached recommendation letter from the Javier Hinojosa Engineering/Consulting Engineers and copy of bid tabulations.)

Contractor:	Sascon, Inc.			
Contract Amount:	$ 242,305.00			
Funds Available:	$ 466,939.80	Year 22 (2009)	CDBG-R Precinct No. 3	– Flood Drainage Improvements

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) Flood Drainage Improvement funds for the Precinct #3 - International Village Subdivision Project.

Contract Amount: $242,305.00
Funds Available: $466,939.80

Attachments

Link: Pct. #3 HUD CDBG-R Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	08/13/2010 08:27 AM	APRV
2	Perla Lopez	Perla Lopez	08/13/2010 02:18 PM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Hilda Bazan Started On: 08/12/2010 05:10 PM

Final Approval Date: 08/13/2010

JAVIER HINOJOSA ENGINEERING Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

August 9, 2010

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Precinct 3 – HUD CDBG-R Flood Drainage Improvements To International Village Subdivision
Bid No. 5209-93-03-09-5000-9300-UCP-ML

Dear Commissioner Flores,

Bids were received and opened for the Flood Drainage Improvements to International Village Subdivision on August 4, 2010. A total of six bids were received with Sascon, Inc. being the low bidder with a total base bid of $242,305.00. This project involves drainage improvements within the International Village Subdivision with outfall to the County's West Main Drainage Ditch. Attached is a copy of the bid tabulation for your review. Sascon, Inc. is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Sascon, Inc. in the amount of $242,305.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Monica Leal, Urban County Program

S:\OFFICE DOCUMENTS\JHE2010\LETTERS 2010\BID RECOMMENDTION\Flores-Joe-M-08-09-10.doc

Bid Tabulation Sheet
Hidalgo County Precinct No. 3 – HUD CDBG-R Flood Drainage Improvements to International Village Subdivision
Bid # 5209-93-03-09-5000-9300-UCP-ML
Bid Date: August 4, 2010 @ 9:30 a.m.
Engineer: Javier Hinojosa Engineering

Bidder	Total Base Bid	Bid Bond Provided
1. Sascon Inc.	$ 242,305.00	Yes ✓
2. Jimmy Closner & Sons	$ 288,799.50	Yes
3. Garco Industries	$ 295,507.50	Yes
4. Valley Paving	$ 303,322.50	Yes
5. The 5125 Company	$ 310,000.00	Yes
6. Asago, LLC.	$ 347,525.00	Yes

Bid Tabulation Sheet
Hidalgo County Precinct No. 3 - HUD CDBG-R Flood Drainage Improvements to International Village Subdivision
Bid No. 5209-93-03-09-5000-9300-UCP-ML
Bid Date: August 4, 2010, 2010 @ 9:30 a.m.

A. International Village Subdivision	QUANTITIES		Sascon, Inc.		Jimmy Closner & Sons Const. Co., Inc.		Garco Industries, Inc.		Valley Paving, Inc.		The 5125 Company		Asago, LLC	
1. 42" RC Pipe	1,460	LF	$50.00	$73,000.00	$78.00	$113,880.00	$69.50	$101,470.00	$75.00	$109,500.00	$75.00	$109,500.00	$85.00	$124,100.00
2. 36" RC Pipe	770	LF	$41.00	$31,570.00	$62.75	$48,317.50	$55.50	$42,735.00	$65.00	$50,050.00	$70.00	$53,900.00	$70.00	$53,900.00
3. 24" RC Pipe	720	LF	$28.00	$20,160.00	$45.10	$32,472.00	$29.50	$21,240.00	$33.00	$23,760.00	$35.00	$25,200.00	$45.00	$32,400.00
4. 18" RC Pipe	175	LF	$19.00	$3,325.00	$36.10	$6,317.50	$22.50	$3,937.50	$26.00	$4,550.00	$25.00	$4,375.00	$40.00	$7,000.00
5. Trench Protection	3,125	LF	$2.00	$6,250.00	$3.50	$10,937.50	$1.00	$3,125.00	$2.50	$7,812.50	$1.00	$3,125.00	$1.00	$3,125.00
6. Grate Inlet	15	EA	$3,000.00	$45,000.00	$1,675.00	$25,125.00	$3,200.00	$48,000.00	$2,650.00	$39,750.00	$3,000.00	$45,000.00	$4,000.00	$60,000.00
7. Repair Pavement	1,600	LF	$16.00	$25,600.00	$12.00	$19,200.00	$25.00	$40,000.00	$16.50	$26,400.00	$20.00	$32,000.00	$10.00	$16,000.00
8. Utility Adjustments	Stated Amount		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
9. Driveway/ROW Repairs	Lump Sum		$9,200.00	$9,200.00	$4,500.00	$4,500.00	$7,600.00	$7,600.00	$7,000.00	$7,000.00	$5,900.00	$5,900.00	$10,000.00	$10,000.00
10 Down Drain	1	EA	$2,100.00	$2,100.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$5,500.00	$5,500.00	$2,500.00	$2,500.00	$13,000.00	$13,000.00
11. Traffic Control	Lump Sum		$4,900.00	$4,900.00	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$4,500.00	$4,500.00	$1,000.00	$1,000.00	$2,000.00	$2,000.00
12. Remove Exist. Curb & Gutter and Replace with Concrete Spillway for Proposed Inlets	3	EA	$400.00	$1,200.00	$350.00	$1,050.00	$300.00	$900.00	$1,500.00	$4,500.00	$2,500.00	$7,500.00	$2,000.00	$6,000.00
TOTAL BID (Item A)				**$242,305.00**		**$288,799.50**		**$295,507.50**		**$303,322.50**		**$310,000.00**		**$347,525.00**

CONSTRUCTION CONTRACT

This Agreement, entered into this **17TH** day of **August , 2010** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **Hidalgo County Precinct No. 3**(hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **SASCONC, Inc.**, a corporation) of McAllen, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **Hidalgo County Precinct No. 3 – HUD CDBG-R**
PROJECT #: **5209-93-0309-5000-9300-UCP-ML**
PROJECT DESCRIPTION: DRAINAGE OUTFALL FOR THE INTERNATIONAL VILLAGE SUBDIVISION ALONG LOS EBANOS ROAD TO THE HIDALGO COUNTY WEST MAIN DRAIN DITCH LOCATED WITHIN THE HIDALGO COUNTY PRECINCT NO. 3 AREA.

hereinafter called the project, for the sum of **$242,305.00,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the–plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Javier Hinojosa** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **120** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 300.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: **Sascon, Inc.**

Address: **5200 N. 26th Lane**
McAllen, TX 78504

Fed. I.D. #/S.S. **74-2090614**

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

AI-22453 **20.A.**

Dedication of PCT 3 Roads

CC REGULAR

Date: 08/17/2010
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

Link: Cowboy Road Affidavit

Link: Guajolota Ranch Rd Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 04:20 PM	APRV
2	Olga Garza	Olga Garza	08/13/2010 10:22 AM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Sandra Garcia — Started On: 08/11/2010 04:06 PM

Final Approval Date: 08/13/2010

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.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

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 Trespan 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 17th day of March, 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

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

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

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

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 17th day of March, 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

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. I have been 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)

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

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

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 205 W. 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.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-18-2013

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

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

JAIME SALINAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-18-2013

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

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 TØ BEFORE ME, by the said _____. This 11th day of March 2010.

JAIME SALINAS
Notary Public
STATE OF TEXAS
My C... ... 09-18-2013

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction of Affidavit
Guajolota Ranch 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, Texas . I have known **Guajolota Ranch Road.** to be open to the public and maintained by the County since 1967.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # 1112883.

Jerry Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This___, day of _____, 2010.

Notary Public, State of Texas

2401 N. MOOREFIELD ROAD ★ MISSION, TEXAS 78572 ★ PH# (956) 283-8134 ★ FAX (956) 283-8402

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction of Affidavit
Guajolota Ranch 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, Texas . I have known **Guajolota Ranch Road**. to be open to the public and maintained by the County since 1967.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # 1112883.

Duane Bell

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This___, day of _____, 2010.

_____
Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction of Affidavit
Guajolota Ranch 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 Trosper Road. Mission, Texas .I was employed by Hidalgo County Precinct # 3 from 1980 to 1999. I have known **Guajolota Ranch Road**. To be open to the public and maintained by the County since 1980.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # 1112883.

Alejendro Leo

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This___, day of _____, 2010.

_____
Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction Of Affidavit
Guajolota Ranch 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, Texas .I have been employed as County Commissioner by Hidalgo County Precinct # 3 from 2001 to present. I have known **Guajolota Ranch Road**. To be open to the public and maintained by the County since 2001.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # 1112883.

Jose M. Flores

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This___, day of _____, 2010.

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction Of Affidavit
Guajolota Ranch 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, Texas . I have been employed by Hidalgo County Precinct No. 3 since 1987 to the present. I have known **Guajolota Ranch Road.** to be open to the public and maintained by the County since 1987.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # 1112883.

Domingo Villarreal Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This___, day of _____, 2010.

_____
Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction Of Affidavit
Guajolota Ranch Road

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

My name is **Olivero Solis Jr.** my address is 228 West 10th Street La Joya, Texas . I was employed by Hidalgo County Precinct No. 3 since 1989 to the 2006. I have known **Guajolota Ranch Road**. To be open to the public and maintained by the County since 1989.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # 1112883.

Olivero Solis Jr.

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This___, day of _____, 2010.

Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction Of Affidavit
Guajolota Ranch 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 Mission, Texas . I was employed as County Commissioner by Hidalgo County Precinct No. 3 from 1980 to 1992. I have known **Guajolota Ranch Road.** to be open to the public and maintained by the County since 1980.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # 1112883.

Norberto (Beto) Salinas

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____. This___, day of _____, 2010.

_____
Notary Public, State of Texas

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Jose N. Peña
Director

Correction Of Affidavit
Guajolota Ranch 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 Drive. Mission, Texas .I was employed as County Commissioner by Hidalgo County Precinct # 3 from 1992 to 2001. I have known **Guajolota Ranch Road**. To be open to the public and maintained by the County since 1992.

This Correction of Affidavit is being recorded to correct the spelling of the Road Name on the previously recorded Affidavit dated on 04/13/2010 recording # [illegible]12883.

Juan Rosel

SUBSCRIBED AND ~~SWORN~~ TO BEFORE ME, by the said _____. This___, day of _____, 2010.

Notary Public, State of Texas

AI-22364 **21.A.**

Right of Way for BCAP Round II Pentecostal Subdivision Project
CC REGULAR

Date:	08/17/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Agapito Vargas
Department:	COMM. PCT. #2
Agenda Category:	Colonia Access Program

Information

CAPTION

Authorization for title reports, survey metes & bounds and acquisition of right of way of Pentecostal Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-557-1-711

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

BUDGETARY IMPACT:

*refer to AI-22365 Interdepartmental Transfer

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/06/2010 07:56 AM	APRV
2	Roland Garcia	Rolando Garcia	08/06/2010 02:21 PM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 08/05/2010 04:00 PM

Final Approval Date: 08/13/2010

AI-22350 **22.A.**

Approval of Proclamation honoring La Villa Cardinals 7-on-7 Football Team
CC REGULAR

Date: 08/17/2010
Submitted By: Karina Cardoza, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Precinct #1

Information

CAPTION

Approval of Proclamation honoring La Villa Cardinals 7-on-7 Football Team

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** N/A
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

Link: La Villa 7-on-7 Football Team

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/05/2010 10:39 AM	APRV
2	Ivan Cantu	Ivan Cantu	08/13/2010 03:47 PM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Karina Cardoza — Started On: 08/05/2010 08:26 AM

Final Approval Date: 08/13/2010

PROCLAMATION

WHEREAS the National High School Coaches Association (NHSCA) was founded in 1989 to provide leadership and support to coaches and administrators and their programs and hosts an annual 7on7 high school football championship; and

WHEREAS the La Villa Cardinals 7-on-7 high school football team was invited to compete in the NHSCA National Championship in Bradenton, Florida after winning the State 7on7 tournament in College Station, Texas; and

WHEREAS the La Villa Cardinals team competed as one of nine teams in the NHSCA National Championship in July 2010 and was successful in defeating all competitors to claim the title of 2010 NHSCA National Champions; and

WHEREAS the La Villa Cardinals team, under the direction of Head Coach Robert Perez and Assistant Coaches Noe Castillo and Carlos Garza, practiced and trained diligently to perform competitively and the team and supporters worked effortlessly to raise funds for the team to attend the NHSCA National Championship; and

WHEREAS the countless hours spent on practice, games, and competitions, and the strength, skills, and endurance demonstrated by these young athletes deserves recognition and acclamation; and

WHEREAS the following are the players in the national award-winning 2010 team: Roger Perez, Ricky Cantu, Bobby Silguero, AJ Garza, Noe Castillo Jr., Isaias Martinez, Kevin Ramirez, Alex Galvez, Rico Garcia, Eustaquio Vallejo, Daniel Ibarra, Brandon Alaniz, Tommy Pinales, Chevy Guerrero, Jacob Garza, and George Gonzalez Jr.

THEREFORE, LET IT BE RESOLVED, that the Hidalgo County Commissioners' Court joins the entire community in recognizing this fine group of athletes in their national achievement and calls upon all Hidalgo County residents to join together in congratulating the LA VILLA CARDINALS 7-ON-7 FOOTBALL PLAYERS AND COACHES for honorably representing Hidalgo County and bringing home a national trophy.

_____

RENE A. RAMIREZ
County Judge

_____ _____

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

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____ _____

JOE M. FLORES
County Commissioner, Pct. 3

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

AI-22491 **22.B.**

Request for temporary Maintenance III position

CC REGULAR

Date:	08/17/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

1. Approval to create one (1) temporary full time Maintenance III position, slot no. T021, budgeted hourly rate $11.54.
2. Approval of intradepartmental transfer
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds for proposed position available, pending intradepartmental transfer.

Attachments

Link: job description

Link: revised salary schedule

Link: intradepartmental transfer

Link: Fiscal Note

Link: Par

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	08/13/2010 02:57 PM	APRV
2	Budget & Management	Angela Garcia	08/13/2010 03:11 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/13/2010 04:22 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Rosie Cantu Started On: 08/13/2010 10:52 AM

Final Approval Date: 08/13/2010

MAINTENANCE III

GRADE: 05

GENERAL DESCRIPTION

Performs complex (journey-level) building maintenance and repair work; Work involves maintaining and repairing buildings, utility systems, and stationary equipment; operating motorized equipment; requisitioning material and supplies; and maintaining records; May train others; Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs maintenance and repair work such as plumbing, painting, electrical, steam, air conditioning, and mechanical

Performs carpentry work such as the installation, alteration, repair, and maintenance of buildings, doors, windows, wood fixtures, and furniture

Performs gas and electric work such as welding, brazing, and soldering on ferrous and non-ferrous metals to repair, maintain, or fabricate parts and equipment

Performs inspections of equipment, operating machinery, systems, and building accessories and appliances to ensure proper maintenance and repair

Heats, treats, tempers, and sharpens tools

Repairs electronic equipment

Calculates material and labor costs and orders parts and supplies

Maintains and repairs electrical outlets, control panels, switches, fixtures and accessories; replaces and reseats brushes on motors; and splices wires and cables

May assist with the maintenance and repair of machinery, equipment, systems, or components

May maintain records on work orders or projects

May maintain a workshop for the repair, alteration, refinishing, and construction of furniture, fixtures, and equipment

May operate fire-fighting or life-saving equipment as required

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to five (3-5) years of experience in building maintenance and repair work; Graduation from a standard senior high school or equivalent, supplemented by vocational training in a designated trade, is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the repair, maintenance, and operation of buildings, electronics, and carpentry; of building materials and plumbing and electrical fixtures; of welding procedures and techniques; and of fire and safety regulations

Ability to work from drawings, diagrams, sketches, or blueprints; to estimate materials; to apply proper methods, techniques, and procedures in the maintenance and repair of buildings, and related equipment; to perform maintenance; to follow instructions; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-452-00-121-013-0

AI - 22491

PARKS PCT. 1

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FOREMAN	39,966.00	0.00	0.00	0	0.00	0.00	39,966.00	39,966.00	600.00	0.00	0.00	0.00	0.00	40,566.00
0003	113	MECHANIC III	34,989.00	0.00	0.00	0	0.00	0.00	34,989.00	34,989.00	600.00	0.00	0.00	0.00	0.00	35,589.00
0004	113	ACCOUNTS PAYABLE CLERK	36,750.00	0.00	0.00	0	0.00	0.00	36,750.00	36,750.00	480.00	0.00	0.00	0.00	0.00	37,230.00
0005	113	MAINTENANCE III	34,401.00	0.00	0.00	0	0.00	0.00	34,401.00	32,760.00	0.00	0.00	0.00	0.00	0.00	32,760.00
0007	113	CLERK/RECEPTIONIST	28,301.00	0.00	0.00	0	0.00	0.00	28,301.00	28,301.00	540.00	0.00	0.00	0.00	0.00	28,841.00
0008	113	MAINTENANCE II	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	26,607.00	0.00	0.00	0.00	0.00	0.00	26,607.00
0009	113	HEAVY EQ OP I	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0010	113	HEAVY EQ OP III	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	26,607.00	840.00	0.00	0.00	0.00	0.00	27,447.00
0011	113	TRCK DRVER III	25,032.00	0.00	0.00	0	0.00	0.00	25,032.00	25,032.00	960.00	0.00	0.00	0.00	0.00	25,992.00
0012	113	MAINTENANCE I	25,032.00	0.00	0.00	0	0.00	0.00	25,032.00	20,710.00	0.00	0.00	0.00	0.00	0.00	20,710.00
0013	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	20,710.00	0.00	0.00	0.00	0.00	0.00	20,710.00
0014	113	MAINTENANCE I	24,350.00	0.00	0.00	0	0.00	0.00	24,350.00	24,204.00	0.00	0.00	0.00	0.00	0.00	24,204.00
0015	113	HEAVY EQ OP II	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0016	113	MAINTENANCE II	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0017	113	MAINTENANCE II	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	22,350.00	0.00	0.00	0.00	0.00	0.00	22,350.00
0018	113	MAINTENANCE II	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0019	113	MAINTENANCE I	22,710.00	0.00	0.00	0	0.00	0.00	22,710.00	22,710.00	0.00	0.00	0.00	0.00	0.00	22,710.00
0020	113	MAINTENANCE II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
		CREATE POSITION ↓														
T021	**121**	**MAINTENANCE III**	**0.00**			**0**	**0.00**	**0.00**		**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			492,587.00	0.00	0.00		0.00	0.00	492,587.00	478,236.00	4,020.00	0.00	0.00	0.00	0.00	482,256.00

Approval to create one (1) temporary full time Maintenance III position, slot no. T021, budgeted hourly rate $11.54/ $24,000.00 per yr.

DATE: August 13, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Commissioner Pct. 1

ACCOUNT NUMBER: 0-1100-452-00-121-013-0-XXX PARKS

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REG FULL TIME EMPLOYEES	121	TEMP FULL TIME EMPLOYEES	8,643.68
			TOTAL	8,643.68

REASON:
Intradepartmental Transfer to fund cost of one (1) new temporary full time Maintenance III position, slot no. T021, which is pending CC approval.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

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: 22491

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, August 17, 2010

Summary of request/proposal:
Pct. No.1 Parks:
Approval to create one (1) temporary full time Maintenance III position, slot no. T021, budgeted hourly rate $11.54.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	MAINTENANCE III	T021	121	5	1	0.00	24,000.00	24,000.00
					TOTAL:	0.00	24,000.00	24,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-452-00-121-013-0- 121	PARKS PCT.1-	TEMP F/T EMPLOYEES	$8,643.68
0-1100-452-00-121-013-0- 211	PARKS PCT.1-	HEALTH INSURANCE	$0.00
0-1100-452-00-121-013-0- 212	PARKS PCT.1-	LIFE INSURANCE	$0.00
0-1100-452-00-121-013-0- 220	PARKS PCT.1-	FICA	$661.24
0-1100-452-00-121-013-0- 230	PARKS PCT.1-	RETIREMENT	$0.00
0-1100-452-00-121-013-0- 250	PARKS PCT.1-	UNEMPLOYMENT COMP	$43.22
0-1100-452-00-121-013-0- 260	PARKS PCT.1-	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$9,348.14

2011 Budgetary Impact: N/A

Possible Funding Sources: FUNDS AVAILABLE FROM WITH DEPT. PENDING INTRADEPT. TRANSFER.

Budget Office Recommendation: PCT NO. 1 WILL BE PART OF CLASSIFICAITION & COMPENSATION PAY PLAN UNTIL SEPTEMBER 2010. PRORATIONS EFFECTIVE ONE (1) WEEK FROM CC APPROVAL.

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT NO. 1- PARKS (121-013) **DATE:** 08/13/10

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** ~~0021~~ T021

REQUESTED POSITION TITLE: Maintenance III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 24,000 (Proposed Budgeted Salary) $ 24,000 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☑ Part Time Temporary Object 122 ☐ $ Enter hourly rate for temp. positions: 11.54 per hour
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

9/7/2010	~~3/7/2010~~ 2011 per Rosie Cantu.	Monday - Friday 8 hr/day	40/week	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Position is essential to better serve the constituents of Pct. 1.

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

see attached job description

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

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

Temporary replacement for employee who has been out on FMLA and now to be placed on Absence Control (employe# 147621).

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8/13/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	08.16.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/13/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-22507 **23.A.**

Name two roads in Pct. 2

CC REGULAR

Date:	08/17/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Humberto Garza
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Discussion, consideration and action to name two (2) unnamed roads for 911 purposes as follows:
1. Bluegoose Lane
2. Green Jay Road

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: backup

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 04:16 PM	APRV
2	Roland Garcia	Rolando Garcia	08/13/2010 04:50 PM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Monica Badillo — Started On: 08/13/2010 04:01 PM

Final Approval Date: 08/13/2010

Lower Rio Grande Valley Development Council

Mayor Chris Boswell, Harlingen…….. President
Mayor Pro-Tem Alvin Samano, Member-at-Large …….. 1st Vice-President
Hon. Norma G. Garcia, Hidalgo County……..……2nd Vice-President
Mayor Pro-Tem Eddy Gonzalez, Edcouch…….. Secretary
Commissioner Edward Camarillo, Brownsville …….. Treasurer
Commissioner John Ingram, McAllen …….. Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Buddy De La Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
President, TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

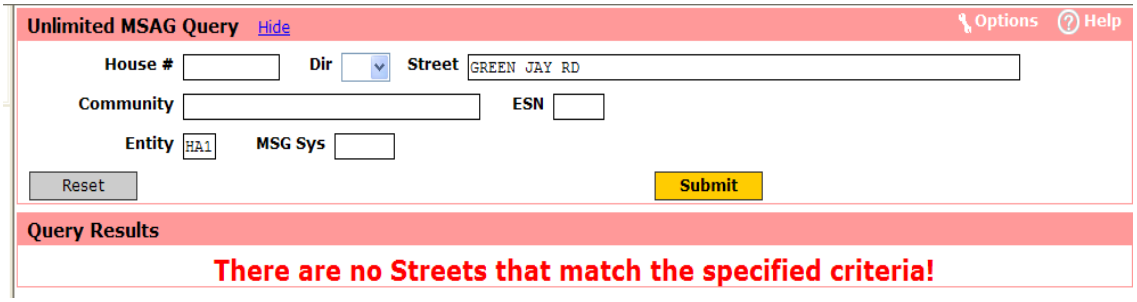
Arturo Ramirez
Grassroots Organizations

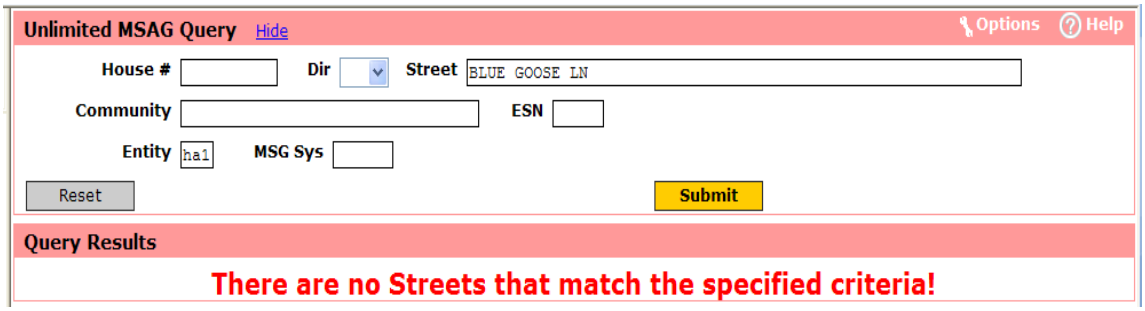
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

August 13, 2010

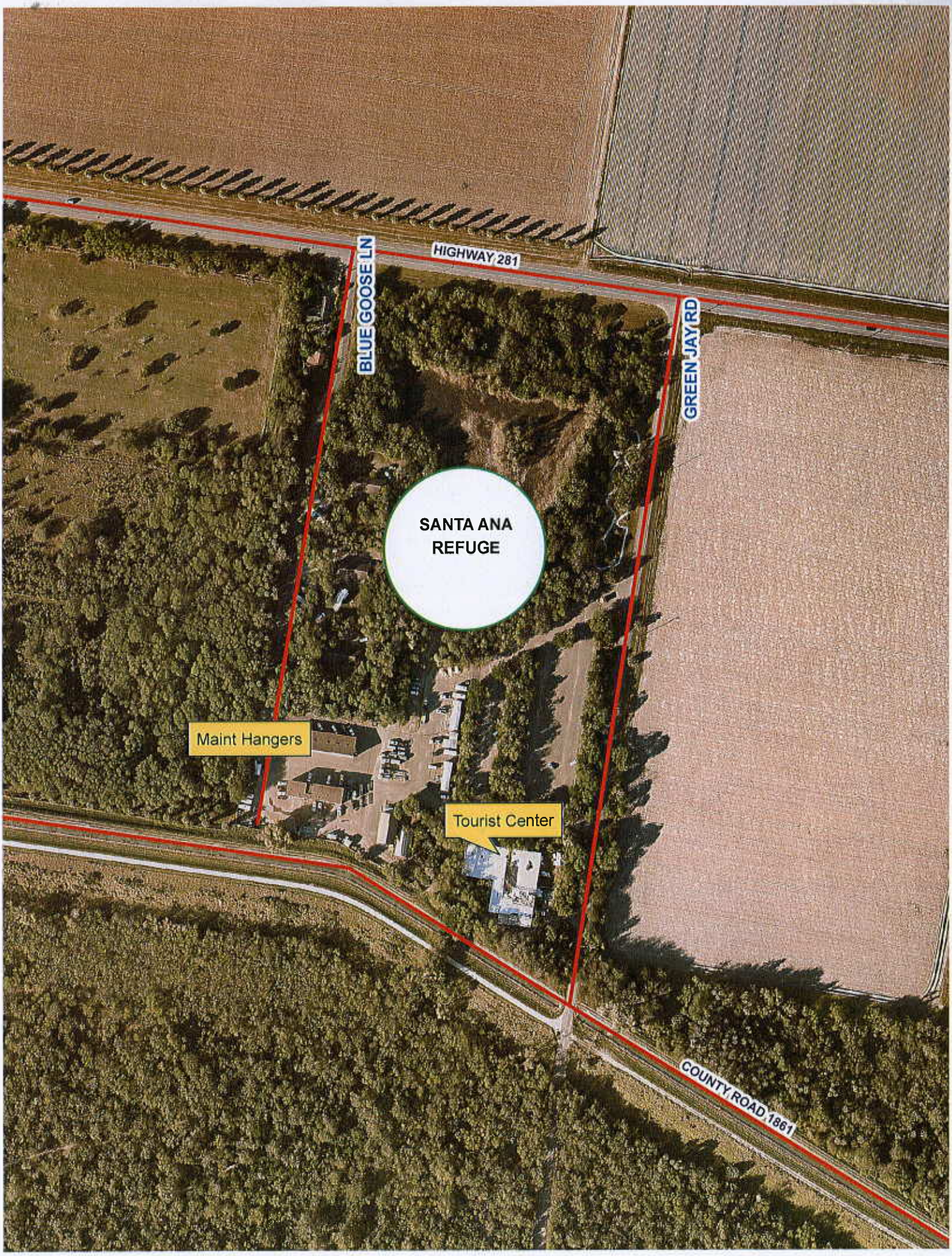
Hidalgo County Precinct #2
Commissioner Hector "Tito" Palacios
301 E State St
Pharr, TX 78577

The LRGVDC Program has received a request from John Wallace from the Fish & Wildlife Dept. at the Santa Ana Refuge, to name the two roads entering from Highway 281 into the Santa Ana Refuge.The first road is called **BLUE GOOSE LN** which leads to the Fire Dispatch Building and other structures and **GREEN JAY RD** which is the main entrance to the Visitors Center. Both names must be recognized at Commissioner's Court for the purpose of any 9-1-1 emergencies. We acknowledge notification of names and have found no conflicts in the state 9-1-1 database to use such names.





ACKNOWLEDGED ON: August 13, 2010
RESEARCHED BY: Dorina Moya
TITLE: Technician IV


HIGHWAY 281
BLUE GOOSE LN
GREEN JAY RD
SANTA ANA
REFUGE
Maint Hangers
Tourist Center
COUNTY ROAD 1861

AI-22506 **24.A.**

2011 BUDGET PROCESS

CC REGULAR

Date:	08/17/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status report on the 2011 Budget Process.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 04:13 PM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Angela Garcia Started On: 08/13/2010 03:44 PM

Final Approval Date: 08/13/2010

AI-22486 **24.B.**

Hidalgo County Sale of Assets to Drainage District
CC REGULAR

Date:	08/17/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration, and approval of an Order of the County of Hidalgo authorizing the sale of certain personal property and the financing thereof to the Hidalgo County Drainage District Number One ("Drainage District"); approving certain installment purchase terms made payable by the Drainage District from available funds of the Drainage District; subject to annual appropriation; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; and approving other matters incident thereto.

BACKGROUND

Fiscal Impact

Attachments

Link: Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 03:23 PM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Sergio Cruz — Started On: 08/13/2010 10:09 AM

Final Approval Date: 08/13/2010

ORDER NO. _____

AN ORDER OF THE COUNTY OF HIDALGO AUTHORIZING THE SALE OF CERTAIN PERSONAL PROPERTY AND THE FINANCING THEREOF TO THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE ("DRAINAGE DISTRICT"); APPROVING CERTAIN INSTALLMENT PURCHASE TERMS MADE PAYABLE BY THE DRAINAGE DISTRICT FROM AVAILABLE FUNDS OF THE DRAINAGE DISTRICT; SUBJECT TO ANNUAL APPROPRIATION; PRESCRIBING THE TERMS AND FORM THEREOF; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL THEREOF AND INTEREST THEREON; AND APPROVING OTHER MATTERS INCIDENT THERETO.

ARTICLE I

FINDINGS AND DETERMINATIONS

1.1. Findings and Determinations. It is hereby officially found and determined as follows:

(a) The County of Hidalgo (the "County") and Hidalgo County Drainage District No. One (the "Drainage District") have entered a Master Interlocal Agreement dated December 6, 2008, and entered into by these governmental units to accomplish the aerial photography, mapping and engineering of certain drainage projects for the cooperative benefit of the County and of the District (the "Master Agreement"); and

(b) The Master Agreement was subsequently amended by that FIRST AMENDED MASTER AGREEMENT FOR JOINT PROJECTS AND SHARING COST OF PLANNING, AERIAL PHOTOGRAPHIC MAPPING, ENGINEERING DESIGNS, ENVIRONMENTAL STUDIES; USE OF PLANS, AERIAL PHOTOGRAPHIC MAPS AND ENGINEERING DESIGNS; ACQUISITION OF RIGHTS-OF-WAY TO BE USED FOR STORM AND FLOOD DRAINAGE PROJECTS AND ACQUISITION OF CONSTRUCTION AND MAINTENANCE EQUIPMENT BY POLITICAL SUBDIVISIONS IN HIDALGO COUNTY dated _____(the "First Amended Interlocal Agreement") for purpose of undertaking the joint improvement of the County's storm drainage facilities (the "Project"). It is the intention of the parties that the First Amended Interlocal Agreement accomplish the purpose of the further design, financing and construction of additional drainage facilities to benefit both the County and the District;

(c) The District is authorized by the Public Property Finance Act, Local Government Code, Section 271.001, et seq., Vernon's Texas Civil Statutes, as amended (the "Finance Act"), to purchase, acquire or use certain equipment and machinery (the "Equipment") and finance its purchase thereof as necessary for the efficient and economic operation of the District.

(d) The County and the District are further authorized under Local Government Code, Section 561.002(a), to enter into joint project agreements in order to accomplish the joint design, construction and management of a drainage system (the "Joint Project Act").

(e) The County and the District, may, under the terms of the Interlocal Government Cooperation Act, enter cooperative agreements.

(f) Texas Local Government Code Section 263.152 (a)(1) authorizes the County to sell the County's surplus or salvage property to another County or to a policitcal subdivision, including the District. The competitive bidding requirements imposed by Texas Local Government Code Section 263.152 will not apply in that instance. Surplus property is defined to exclude "salvage" property under Section 263.12 and the County need not hold surplus property for any time period of possession or use before being deemed "surplus".

(g) The District desires to jointly acquire with District certain equipment to used for the construction and maintainence of a drainage system and enter one or more installment purchase and financing agreements with the District under the authority of laws of the State of Texas, and in particular, the Finance Act and the Joint Project Act, to acquire certain Equipment under terms considered appropriate by the County's and the District's respective governing bodies.

(h) The County and the District have arranged for jointly acquiring the Equipment for the purpose of jointly undertaking the construction and maintenance of parts of a storm drainage system (the "Project"). The County anticipates selling the Equipment to the Drainage District for a sum equal to the lesser of its fair market value or its purchase price depending whether at the time of the transfer and sale the Equipment is new or used. The County may rely on authority for the installment sale and transfer of the Equipment on any express authority granted by State law, including, but not limited to (i) the Interelocal Government Cooperation Act, (ii) the Finance Act, (iii) the Joint Project Act, or, the County may, in addition, declare the Equipment surplus property under the provisions of Texas Government Code §263.to accomplish the installment sales-purchase.

(i) Under the Joint Project Act, the agreement between the County and District may contain any provisions considered necessary by the parties. Further, under the agreement, one or both may own the project and maintain the project while one or both contributes to the expenses of maintenance.

(j) The County and District have entered into and adopted the First Amended Interlocal Agreement that sets out the terms and conditions pursuant to which the County and District will jointly undertake the Project.

(k) The County and the District have adopted a Subsidiary Agreement between the acquisition of equipment to be used for the construction and maintenance of extensions of the main Floodwater (MFW) Channel Expansion; and an Installment Sale and Purchase Agreement covering the purchase of certain personal property (the "Installment Purchase Agreement); and

for the purpose of setting more specifically their agreement regarding the sale and transfer of the Equipment from County to the District

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

2.1. Definitions. As used herein, the following terms shall have the meanings specified unless the context clearly indicates otherwise:

Acceptance Certificate. A Certificate of the Drainage District, in substantially the form set forth in Attachment "B" hereto, by which the Drainage District accepts delivery of the Equipment sold by the County and authorizes the County's Purchasing Department to disburse funds from the Escrow, if any, for payment of the purchase of said Equipment.

Acceptance Date. Unless otherwise agreed to by the prior written consent of the Drainage District, the date on which the Acceptance Certificate is executed and delivered by the Drainage District to the County in connection with this Agreement.

Additional Payments. Any payments required to be made by the Drainage District representing expenses which may have been advanced by the County, including expenses for repairs, maintenance, shipment and insurance costs, if any of the Equipment, pending transfer to the Drainage District.

Agreement. This Agreement.

Authorized Officer. In the case of the County, the County Judge or some authorized officer of the County, and when used in reference to an act or document of the Drainage District, means the County Judge or some authorized officer of the Drainage District expressly designated to accomplish the purpose of acceptance of the Equipment upon its transfer.

Available Funds. All funds of the Drainage District which are legally available for payment of its maintenance and operation expenses.

Commissioners Court. The Commissioners Court of the County of Hidalgo, Texas.

County. The County of Hidalgo, Texas.

Closing. The date of delivery of all executed documents related to an Acceptance Certificate.

Equipment Acquisition Account. An account on the books and records of the Drainage District, or otherwise designated and established by the Drainage District to account for disbursement of Drainage District available funds for purchase of the Equipment.

Equipment Acquisition Agreement. Each of the purchase agreements for the acquisition of machinery and equipment pursuant to this Agreement.

Equipment. The property to be acquired by the Drainage District from the County which shall be described in the form set out in Attachment "A" hereto which will be attached to a Schedule, together and with any and all additions, modifications, attachments, replacements and parts thereof.

Escrow. A fund which may be maintained by the County on behalf of the County and the District and containing funds, if any, advanced by the District for the purchase by District of the Equipment, of an interest in the Equipment or payment for the reasonable cost of the temporary use of the Equipment, and for any other related expenses reimburseable to the County.

Installment Purchase Agreement. The specimen instrument which substantially sets out in full beginning at Article IV hereunder the documents and procedure for the installment sale and purchase of the Equipment between the County and the District.

Order. This Order and all amendments hereof and supplements hereto.

Payments. The scheduled payments of principal and interest, if any, and costs credited toward the Purchase of the Equipment by the Drainage District under a Schedule approved hereunder.

Purchase Price. The purchase price for Equipment.

Schedule. One or more specifically numbered schedules authorized hereunder, between the Drainage District and the County, incorporating the provisions of the Order and containing a description of the Equipment to be purchased, the Purchase Price, certain attachments and an amortization schedule, if necessary.

Vendor or Vendors. The original vendor or seller of the Equipment.

ARTICLE III

Acquisition of Equipment; Conditions Precedent.

3.1. County has ordered or shall order the Equipment pursuant to one or more Equipment Purchase Agreements from one or more Vendors in compliance with the competitive procurement procedures authorized under state law. County shall remain liable to each such Vendor with respect to its duties and obligations in accordance with the Purchase Agreements and County shall solely bear the risk of loss with respect to any loss or claim relating to any acquired item of Equipment covered by the Equipment Purchase Agreement. The Drainage District shall have no obligation directly to any County or supplier and shall never be considered a beneficiary of any contract between the County and a vendor.

3.2. The obligation of the Drainage District to acquire any Equipment or an interest in the Equipment whether at the time of its procurement by the County under the Joint Project Act, the Interlocal Cooperation Act or if and when the County should declare the Equipment "surplus" property under the provisions of Tex. Loc. Gov. Code §263.152, and to pay or provide other consideration for the Equipment or to advance deposit funds in escrow, if any, is strictly subject to the receipt by the Drainage District of certain documents and the satisfaction of the certain conditions, as follows, all of which shall be satisfactory in form and substance to the Drainage District:

(i) County shall have procured the Equipment in accordance with a competitive procurement procedure as required by state law and shall have completed a Schedule for each Vendor containing all of the information and certifications as set out in Attachment "A-1".

(ii) Drainage District shall have accepted the Equipment (or agreed to accept) by delivery to the County of an Acceptance Certificate in the form of Attachment "B", whereupon the item of Equipment shall immediately becomes property of the Drainage District;

(iii) This Agreement, Attachments "A", "B", and "C", duly executed and delivered by County in connection with every Schedule;

(iv) Evidence of insurance as required under section 8.4 hereof;

(vii) Assignment to the Drainage District of all warranties on the Equipment;

(vi) Such other documents, instruments, certifications or other items as may be reasonably required by the Drainage District or by its legal counsel.

3.3. Upon satisfactory tender of all documents and conditions set out in section 3.2, the Drainage District shall, in the case funds have been advanced to the District into Escrow, as permitted in paragraph 3.4 hereof, release the funds to County, deliver to County the Purchase Price in full for the Equipment or enter into an Installment Purchase Agreement that provides for payment of the purchase price or market value of the Equipment over time under the terms set out in the applicable Schedule, and payment of all related costs, all in accordance with the provisions of this Agreement.

3.4 The Drainage District may at any time advance funds hereunder to the escrow held by the County to assure the County of the Drainage District's commitment to pay its share of the Project from year to year. The form of the Escrow Agreement shall be determined by the Parties.

3.5 All payments by the District to County under the Equipment Acquisition Account shall be from the District's maintenance tax revenues, it being understood that the payments by the Distict and the sale by the County are expressly undertaken under the authority, among other other state authority, Texas Local Government Code Sections 263.152, 561.002, 561.002(a), 561.002(b) & 561.002(c).

ARTICLE IV

TERMS OF THE INSTALLMENT PURCHASE AGREEMENT

A Master Installment Sale and Purchase Agreement for the sale and transfer of the Equipment by the County to the Drainage District shall be, substantially, in the following form and contain all of the attachments set out herein. The Master Installment Sale and Purchase Agreement shall contain all of the terms and conditions for each individual installment sale entered into and such terms and conditions shall be incorporated thereunder whether set therein in full or not.

4.1. Amount, Purpose and Authorization. The Installment Purchase Agreement is adopted by the Drainage District under and pursuant to the authority of, and in conformity with, section 271.001 et seq, Local Government Code, in the total authorized aggregate principal amount of _____ DOLLARS ($_____) to finance the acquisition of the Equipment to be used by the Drainage District. A schedule of the Equipment is attached hereto as Attachment "A".

4.2. Designation and Dated Date. Each Installment Purchase Agreement shall be designated as the "Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 2009" and shall be numbered sequentially beginning with the number "01", shall be dated and shall implicitly incorporate the terms of the Master Installment Purchase Agreement (the "Agreement"). If appropriate, and agreed to by the parties, the Agreement shall bear interest at the rate set forth in Section 4.4 of this Agreement. Any Schedule executed and incorporating the terms hereunder for the installment purchase of any Equipment shall make reference to the Master Installment Purchase Agreement.

4.3. Execution of Agreement; Seal. The Agreement shall be signed on behalf of the Drainage District by the County Judge and countersigned by the County Clerk and the official seal of the Drainage District shall be impressed or placed in facsimile thereon. Any Schedule and the attachments and exhibits thereto or other attachments may be signed by the County Judge and countersigned by the County Clerk. If any officer of the Drainage District whose signature shall be on the Agreement shall cease to be such officer before the authentication of the Agreement or before the delivery of the Agreement, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

4.4. Terms of Payment. The interest rate which the County may, in its discretion, apply to the installment purchase of any piece of equipment shall never exceed the applicable rate which the County is required to pay on its then outstanding Certificates of Obligation, Series 2009B or 2010. Principal and interest shall be due and payable (in the principal amounts set out in the applicable Amortization Schedule for Installment Purchase) on September ____ of every year, beginning September ___, 2010 and continuing thereafter until September ____, 2030, on which last mentioned date the entire unpaid balance of principal and interest then owing shall

become immediately due and payable. The Drainage District may, with the approval of the County, prepay all or any part of the principal of the Agreement before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid.

4.5. Interest Accrual. Notwithstanding any other term, condition, requirement or provision contained in this Agreement, interest on this Agreement shall continue to accrue and be payable to the County so long as the Agreement remains unpaid and outstanding.

4.6. Payments to Be Unconditional. The obligations of the Drainage District to make the Payments and Additional Payments and fees due hereunder, as well as to perform and observe all other covenants hereunder, shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, destruction or unforeseen circumstances.

ARTICLE V

SECURITY FOR THE AGREEMENT; USE OF PROCEEDS

5.1. Equipment Purchase Agreement Account.

A special fund entitled " Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 2009 Purchase Account (the "Equipment Purchase Agreement Account") is hereby created and shall be established and maintained by the Drainage District on its books of account. The Equipment Purchase Agreement Account shall be used to pay the interest on and principal of the Agreement.

5.2. No Debt Created. This Agreement shall not constitute a debt or liability obligation of the State of Texas or a general obligation of the Drainage District or any political subdivision of the State of Texas, or a pledge of the faith and credit or taxing power of the State of Texas, or Drainage District, or any political subdivision of the State, but shall be a special obligation payable solely from the available funds of the Drainage District subject to the provisions hereof.

5.3. Covenants. The Drainage District covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement; that it will promptly pay or cause to be paid the Payments on the Agreement and on each Schedule, on the dates and in the places and manner prescribed in the Agreement.

ARTICLE VI

DEFAULT AND NON-APPROPRIATION

6.1. Non-appropriation. Subject to the requirement of prior notice herein, in the event sufficient funds are not appropriated for the payment of all Payments required to be paid in the next succeeding fiscal year, then the Drainage District may terminate this Agreement at the end

of a current fiscal year prior to such proceeding fiscal year, and the Drainage District shall not be obligated to acquire additional Equipment or make the Payments provided for in this Agreement for the subsequent fiscal year.

6.2. Remedies on Non-appropriation.

(a) Upon non-appropriation on one or more Schedules hereunder, this Agreement shall terminate at the end of the fiscal year for which sufficient funds have been appropriated, and the Drainage District shall immediately, upon the expiration of the said fiscal year, surrender possession and control of all Equipment acquired under any Schedule hereunder which has not been paid in full by the Drainage District. The Drainage District shall provide the County written notice of such non-appropriation and non-availability within 72 hours following action by its governing body which constitutes failure to appropriate funds sufficient to pay the Payments during the succeeding Fiscal Year.

(b) Upon termination of this Agreement for non-appropriation, if the Drainage District has not delivered possession and control of the Equipment to the County and conveyed or released its interest in the Equipment as therein required, the termination shall nevertheless be effective, but to the extent authorized by State Law, the Drainage District shall continue to be responsible, from and to the extent of available funds as provided in this agreement for the payment of damages in an amount equal to the amount of Payments thereafter coming due which are attributable to the number of days during which the Drainage District fails to take such actions.

6.3. Intent to Continue Payments. The Drainage District presently intends to continue each of the installment purchase agreements set out separately in each Schedule issued or to be issued hereunder for the entire installment purchase term and to pay all Payments or other transfers and payments required hereunder. The Drainage District reasonably believes that funds in an amount sufficient to make all such Payments or other transfers and payments will be available for such purposes.

6.4. Events of Default Defined. The terms "events of default" and "default" shall mean, whenever they are used in this Agreement, with respect to the Equipment, any one or more of the following events:

(a) After execution hereof and appropriation of funds for a subsequent fiscal year by the governing body of the Drainage District, failure by the Drainage District to make a Payment or any other payment required to be paid hereunder at the time specified herein from funds appropriated by the Drainage District, and such failure continues for ten (10) calendar days after the due date thereof;

(b) Failure by the Drainage District to observe and perform any covenant, condition or agreement on its part to be observed or performed by it hereunder, other than as referred to in subsection (a) of this section, and such failure is not cured within twenty (20) calendar days after written notice thereof is provided to the Drainage District by County; or

6.5. Remedies Upon Default. Whenever any event of default referred to in this section shall have happened and be continuing with respect to any Equipment on any Schedule, the

County shall have the right, to the extent permitted by law, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, or a Schedule hereunder, declare all Payments due or to become due during the then current fiscal year to be immediately due and payable by the Drainage District to the extent Available Funds are appropriated, whereupon such Payments shall be, to the extent permitted by State law, immediately due and payable;

(b) With or without terminating this Agreement or a particular Schedule, re-enter and take possession of the Equipment and exclude the Drainage District from using the Equipment; however, if this Agreement or a particular Schedule has not been terminated, the County shall return possession of the Equipment to the Drainage District when the event of default is cured (and the Drainage District has made payment of all costs and expenses incurred by the County in taking and maintaining possession of the Equipment), and, further, the Drainage District shall, during such period of repossession by the County without termination of this Agreement or a Schedule, to the extent funds have been appropriated for such purposes, continue to be responsible for the Payments due or to become due during the period of time of the fiscal year for which funds are appropriated;

(c) With or without terminating this Agreement, or a Schedule, take possession of the Equipment, and, if authorized by law, sell, lease or sublease the Equipment (or any portion thereof), and, to the extent funds have been appropriated for such purposes, hold the Drainage District liable for the difference between (i) the Payment and other amounts paid by a third party pursuant to such sale, lease or sublease and (ii) the balance of the Payments, and other amounts due or to become due during the Fiscal Year for which the appropriation of funds was made by the Drainage District; provided, however, nothing contained herein shall impose an obligation upon the County so to sell, lease or sublease the Equipment, and any excess proceeds from such disposition shall be returned to the Drainage District;

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the Payments then due and thereafter to become due during the Fiscal Year or to enforce performance and observance of any other obligation, agreement or covenant of the Drainage District under this Agreement or a Schedule; or

(e) Sell, transfer or otherwise dispose of the Equipment or any interest in the Equipment, including, but not limited to, any interest in the Equipment and including any lease, sublease, license, privilege or right acquired as the result of the exercise of any of the other remedies specified in this Agreement.

6.6. Reversion During Event of Default. In the event of an event of default hereunder and for so long as such event of default is continuing, all interest of the Drainage District in the Equipment shall be revested immediately in and shall revert to the County.

ARTICLE VII

PREPAYMENT; PURCHASE.

7. 1. Purchase Rights. The Drainage District shall be entitled to full title and all ownership interests in the Equipment identified in a particular Schedule:

(a) Upon payment in full of all Payments of the applicable Schedule and all other amounts due under this Agreement, with respect to such Schedule; or

(b) Upon written notice by Drainage District delivered at least thirty (30) days in advance of any date on which a Payment is due, and upon the payment on such date of the Payment due, the Purchase Price, and all other amounts owed by Drainage District hereunder.

7.2 Optional Prepayment**.** Drainage District shall have the right to prepay the outstanding principal balance of each Schedule hereunder, in full at any time, provided, that as conditions precedent to the Drainage District's right to make, and the County's obligation to accept, any such prepayment: (i) the County shall have actually received the notice required in section 7.1 above providing the amount of principal which will be prepaid (the "Prepaid Principal") and the date (the "Prepayment Date") on which the prepayment will be made; and (ii) each such prepayment shall be in the amount of 100% of the principal amount to be prepaid, plus accrued unpaid interest thereon to the Prepayment Date, plus any other sums which have become due to the County under such Schedule on or before the Prepayment Date, but which have not been paid, provided, however, in no event shall any prepayment cause the interest rate on any Schedule to exceed the maximum interest rate allowed for similar governmental obligations pursuant to Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date of such Schedule.

7.3 Consummation of Purchase. The County's security interest in the Equipment identified in a particular Schedule shall be terminated and released automatically in conjunction with the receipt of the full Purchase Price or the final Payment due thereunder plus any other amounts then due from Drainage District hereunder, unless an Event of Default hereunder shall have occurred and be continuing as of such date. Such date may at the discretion of the County be extended for such additional period as the County reasonably determines to be necessary. On such date, the County shall deliver to Drainage District such deeds, termination statements, bills of sale and other documents and instruments as Drainage District shall reasonably require to evidence the transfer of all right, title and interest of the County in such Equipment to Drainage District free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the County.

ARTICLE VIII

RESPONSIBILITIES OF DRAINAGE DISTRICT; COVENANTS

8.1. Care and Use of Equipment. The Drainage District shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear

and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or is unfit for use. Any and all such additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement or in any Schedule hereunder. If requested by the County, the Drainage District shall enter into or cause to be entered into, and maintained in full force and effect during the term of this Agreement, standard maintenance contracts satisfactory to the County covering the Equipment and shall comply with all its obligations thereunder. The Drainage District shall furnish evidence to the County of such signed maintenance agreement at or prior to the date of this Agreement and the payment of all charges and premiums therefor. Substitute maintenance may be used if necessary and if first approved by the County in writing. Upon the early termination of this Agreement pursuant to section 6.1 or 6.4, the Drainage District shall return the Equipment at its sole expense to the County at a place designated by the County in the same condition as originally received, ordinary wear and tear excepted, and in a condition which will permit the County to be eligible for such standard maintenance contract without incurring any expense to repair or rehabilitate the Equipment.

8.2. Inspection. The County shall have the right upon reasonable prior notice to the Drainage District to enter onto and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

8.3. Utilities. The Drainage District shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service furnished to or used on or connection with the Equipment during the period of the Agreement. There shall be no abatement of Payments on account of interruption of any such services.

8.4. Insurance. The Drainage District shall maintain or cause to be maintained (a) casualty insurance naming County as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by the County, in an amount at least equal to the Purchase Price of the Equipment and with such deductibles as the County may require in its sole discretion; (b) liability insurance that protects the County from liability in all events in form and amount satisfactory to the County; and (c) worker's compensation coverage as required by the laws of the State; provided that, with the County's prior written consent, the Drainage District may self-insure against the risks described in clause (a). Upon request, the Drainage District shall furnish to the County evidence of such insurance or self-insurance coverage. The Drainage District shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of the County without first giving written notice thereof to the County at least thirty (30) days in advance of such cancellation or modification.

8.5. Risk of Loss. The Drainage District shall bear all risk of loss to the Equipment, after delivery of the Equipment to the Drainage District, and in the event of loss or damage thereto, the Drainage District shall as its option either (i) continue to make the Payments due hereunder and repair or replace the Equipment as mutually agreed between the Drainage District and the County, or (ii) purchase the Equipment for the Purchase Price.

8.6. Performance by Bank of County's Responsibilities; Advances. In the event the Drainage District shall fail to keep the Equipment in good repair and working order, the County may, but shall be under no obligation to, maintain and repair the Equipment and pay the costs thereof. Any performance required of the Drainage District or any payments required to be made by the Drainage District may, if not timely performed or paid, may be performed or paid by the County, and in that event, the County shall be immediately reimbursed as Additional Payments by the Drainage District for such payments and for any costs and expense, legal or otherwise associated with the payments or other performance by the County, with interest per annum thereon at the maximum rate for governmental obligations under Chapter 1204, Texas Government Code, as amended, or other applicable laws in effect as of the date such costs are incurred.

8.7. Warranties. Except for representations, warranties and service contracts relating to the Equipment made or entered into by the manufacturers or suppliers of the Equipment, all of which are hereby assigned to the Drainage District, the County has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the title, merchantability, condition, quality or fitness of the Equipment described in Schedule for any particular purpose or the conformity of the Equipment to specifications or purchase order, its design, delivery, installation or operation. All claims or actions on any warranty so assigned to the County shall be made or prosecuted by the Drainage District, at is sole expense.

ARTICLE IX

DAMAGE AND DESTRUCTION

9. 1. Damage, Destruction and Condemnation. Unless the Drainage District shall have exercised its option to purchase the Equipment by making payment of the Purchase Price and any other amounts then due from the Drainage District hereunder, as provided in this Agreement and the related Schedule, if, prior to the termination of the applicable Installment Purchase Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, the Drainage District and the County will cause the net proceeds (as hereinafter defined) of any insurance claim be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the net proceeds remaining after such work has been completed shall be paid to the County.

Notwithstanding the foregoing, the Drainage District may elect to replace the Equipment. If the Drainage District elects to replace any item of the Equipment (the "Replaced Equipment") pursuant to this Section, the replacement equipment (the "Replacement Equipment") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. The Drainage District shall represent, warrant and covenant to the County that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through the County, and shall provide to the County any and all documents as the County may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to the County evidencing the County's security interest in the Replacement Equipment. The County and the Drainage District hereby acknowledge and agree

that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Schedule. The Drainage District shall notify the County as soon as possible of its election to replace Equipment in accordance with the foregoing, and in any event, the Drainage District shall complete the documentation of Replacement Equipment on or before the next Payment date after the occurrence of a casualty event, or be required to exercise the purchase option with respect to the damaged Equipment.

ARTICLE X

TITLE TO EQUIPMENT; SECURITY INTEREST.

10.1. Title. During the Installment Purchase Term, legal title to the Equipment governed by Schedule shall, so long as no Event of Default has occurred and is continuing under such Schedule and hereunder, be in the Drainage District. The Equipment shall be registered in the name of the Drainage District and, if applicable, title thereto shall be evidenced by a certificate of title, or such other instrument as may be required by or utilized by the laws of the State of Texas to demonstrate ownership. Such certificate may be held at all times during the term of this Agreement by the County and may expressly state thereon that (a) the County holds a lien on the Equipment, (b) the Drainage District's possession of the Equipment is subject to this Agreement, and (c) any other information required by applicable law and that may be necessary or convenient, as determined by the County, to establish the County's rights, title and interest as the first secured lienholder of the Equipment. The Drainage District shall at all times protect and defend, at its own cost and expense, its title to the Equipment from and against all claims, liens and legal processes of creditors of the Drainage District, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under this Agreement or upon the termination of this Agreement, other than pursuant to Section 6.1 hereof, and the County's termination thereof (i) full and unencumbered legal title to the Equipment shall pass and revert to the County and the Drainage District shall have no further interest therein; (ii) the Drainage District shall execute and deliver to the County such documents as the County may request to evidence the passage of the Drainage District's title and interest therein; and (iii) upon request by the County, the Drainage District shall deliver possession of the Equipment to the County. Upon termination pursuant to Sections 7.1 and 7.2 hereof, full and unconditional title to the applicable Equipment shall pass to the Drainage District, and the County's security interest in the applicable Equipment shall terminate, and the County shall execute and deliver to the Drainage District such documents as the Drainage District may request to evidence the termination of the County's security or other interest in such Equipment.

10.2. Inspection, Acceptance and Written Notice of Defects. Immediately, or as soon as practicable to provide time for testing, upon receipt and installation of the Equipment, the Drainage District shall inspect the Equipment. Unless the Drainage District gives the County written notice of each defect or other proper objection to the Equipment before the execution of

the Acceptance Certificate, it shall be conclusively presumed, as between the County and the Drainage District, that the Drainage District has fully inspected and acknowledged that the Equipment is in good condition and repair, has been properly installed and is performing satisfactorily, and that the Drainage District is satisfied with and has accepted the Equipment in such good condition and repair.

ARTICLE XI

MISCELLANEOUS

11.1. Further Proceedings. The County Judge and other appropriate officials of the Drainage District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Agreement.

11.2. Severability. If any section, paragraph, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Agreement.

11.3. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the official meeting place of the Drainage District for the time required by law preceding this meeting, as required by the Texas Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting was open to the public as required by law at all times during which this Order and the subject matter thereof were discussed, considered and formally acted upon. The Commissioners Court further ratifies, approves and confirms such written notice and the contents and posting thereof.

11.4. Repealer. All orders and resolutions or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO

_____
County Judge

ATTEST:

_____
County Clerk

(SEAL)

ATTACHMENT "A"

DESCRIPTION AND PURCHASE PRICE OF AND INSTALLMENT PAYMENT PLAN FOR EQUIPMENT

ATTACHMENT "A-1"

SCHEDULE

(Incorporating all terms and conditions of the Master Installment Purchase Agreement, Series 2010)

DESCRIPTION OF EQUIPMENT

VENDOR	DESCRIPTION	P.O. #	SERIAL #	UNITS	PRICE
County of Hidalgo					$
County of Hidalgo					
	Total				
County of Hidalgo					
County of Hidalgo					
County of Hidalgo					
	Total				
County of Hidalgo					
	Total				
		Total			

LOCATION OF EQUIPMENT

ADDRESS: 1102 N. Doolittle Rd.
CITY: Edinburg COUNTY: Hidalgo
STATE: Texas ZIP: 78539

CERTIFICATION

Hidalgo County Drainage District No. 1 hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment described and procured through a competitive procurement procedure under state law.

Hidalgo County Drainage District No. 1

By: _____
(Authorized Signature)

_____
Printed Name and Title

Date: _____

ATTACHMENT “B”

ACCEPTANCE CERTIFICATE

CERTIFICATE OF ACCEPTANCE

INSTALLMENT SALE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN

Hidalgo County Drainage District No. One
and
The County of Hidalgo, Texas
Date _____

1. ACCEPTANCE: In accordance with the Agreement, the Drainage District hereby certifies that all of the Equipment described herein (i) has been received by the Drainage District, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Drainage District, and in conformity with the published specifications included in the competitive procurement process; (iii) has been found by the Drainage District to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by County, (v) has been found to be and is wholly suitable for the Drainage District's purposes, (vi) has been assembled or installed consistent with instructions supplied by the Vendor, (vii) has been scheduled under the Drainage District's casualty insurance policy, and (viii) is hereby unconditionally accepted by the Drainage District, in the condition received, for all purposes of this Agreement.

2. EQUIPMENT (may incorporate one or more documents)

VENDOR	DESCRIPTION	P.O. #	SERIAL #	PRICE	
	Total				
	Total				
	Total				
		Total			

3. USE:

4. PROPERTY LOCATION: 1102 N. Doolittle Rd., Edinburg, County of Hidalgo, Texas

5. INVOICING: Invoices shall be sent to the following address, including to whose attention invoices should be directed:

For Drainage District:

By: _____

ACCEPTED on this the ___ day of _____, 2010.

ATTACHMENT "C"

FORM OF AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE FOR INSTALLMENT PURCHASE

(This schedule sets out the Payments due under a Schedule authorized under the Hidalgo County Drainage District No. One Equipment Purchase Agreement, Series 20__, dated _____20__).

CAPITAL COST: $
RATE:
TERM (YEARS):

Payment #	Date	Payment Amount*	Principal	Interest**	Remaining Amount
Totals					

* Includes interest
** Variable rate

By: _____

Date: _____

AI-22495 **24.C.**

Imposition of Optional Fees for Calendar Year 2011

CC REGULAR

Date:	08/17/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Consideration and approval of an Order imposing optional local fees in addition to the registration fee for calendar year 2011 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.

BACKGROUND

Current 2010 Fees: County Road and Bridge Fee $10.00 (Section 502.172) and Transportation Project (Mobility) Fee $10.00 (Section 502.1725)

Fiscal Impact

Attachments

Link: ORDER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2010 03:23 PM	APRV
2	Auditor's Office		08/13/2010 05:10 PM	NEW
Form Started By: Sergio Cruz			Started On: 08/13/2010 01:12 PM	
Final Approval Date: 08/13/2010				

Texas Department of Motor Vehicles

Imposition of Optional Fees
Calendar Year 2011

INSTRUCTIONS: **As soon as possible but no later than August 15, 2010**, please complete and return this form via e-mail to AskVTR@dot.state.tx.us or fax your response to (512) 465-3034. If you have completed **Option B**, be sure to attach a copy of the required Commissioners Court Order.

All county Commissioners Courts are statutorily required to notify the department each year **when revising** the collection of optional fees (Texas Transportation Code, Sections 502.172, 502.1725, and 502.173).

Your County Name: _____
(be sure to include the name of your county on the line above)

If you are **not changing** your optional fees, please check the box next to **OPTION A** below and return this form.

☐ **OPTION A - RETAIN THE SAME FEE AS 2010**

NOTE: A copy of the Commissioners Court Order is NOT required for this option.

OR…

If you are **changing** your optional fees, please check the box next to **OPTION B** below and complete items 1 through 5 with the Commissioners Court approved changes.

☐ **OPTION B - REVISE THE FEES FOR 2011** (Complete the applicable items below)

NOTE: **A copy of the Commissioners Court Order IS required** for optional fee changes.

The Commissioners Court has approved the following optional fee changes for calendar year 2011 (January 1 through December 31, 2011):

1. Impose a new County Road and Bridge Fee of $_____ (not to exceed $10)
2. Impose a new Child Safety Fund Fee of $_____ (not to exceed $1.50)
3. Discontinue the County Road and Bridge Fee of $_____
4. Discontinue the Child Safety Fund Fee of $_____
5. Impose TOTAL 2011 fees of $_____

If you wish to be contacted electronically for future mailings, or provide an alternate e-mail address, please provide it here:

Thank you.

AI-22508 **24.D.1.**

Deobligation of Funds STOP Truancy FY 2011, fund 1285
CC REGULAR

Date:	08/17/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

STOP Truancy (1285):
Approval to deobligate cash match funds from the STOP Truancy grant for FY 2011 (fund 1285, program #005) and appropriate into Countywide Administration - Contingency (fund 1100) in the amount of $5,846.95.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Deobligation of funds in the amount of $5,846.95 from the STOP Truancy grant for FY 2011, fund 1285, and appropriation into Co. Wide Adm. - Contingency

Attachments

Link: FY 2011 STOP Truancy Deobligation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/13/2010 04:21 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 04:25 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/13/2010 04:50 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Ivan Cantu Started On: 08/13/2010 04:07 PM

Final Approval Date: 08/13/2010

DATE: August 17, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Co. Wide Contingency

ACCOUNT NUMBER: **0-1XXX-X91-01-000-X0X-0-XXX**

2010
Deobligation

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-00-115-002-0-	899	Co. Wide Adm-	Contingency	5,846.95
0-1100-491-01-000-285-1-	891	Transfers Out-	Desig. Purp. Lvl 5	(5,846.95)
0-1285-391-01-000-100-1-	000	Transfers In-	General Fund	(5,846.95)
		TOTAL BUDGET INCREASE (DECREASE)		**5,846.95**

REASON: To deobligate cash match funds from STOP Truancy Grant fund 1285 for FY 2011 and appropriate into Co. Wide Adm.-Contingency.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-22423 **24.D.2.**

County Clerk Records Managment/Preservation - Appropriation to fund increase in current unemployment Comp

CC REGULAR

Date:	08/17/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Annette Muniz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

County Records Management (1238):
Approval of 2010 appropriation of funds for the County Records Management fund (1238) in the amount of $195.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1238-415-40-180-004-0-250

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $195.50 to fund Unemployment Comp expenses for the Co. Clerk under the Co. Records Management fund (1238).

funds available in unreserved f/b as of 08/10/2010.

Attachments

Link: Co. Records Mgmt appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2010 09:26 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/11/2010 10:22 AM	APRV
3	Budget & Management	Erika Zamora	08/11/2010 11:17 AM	APRV
4	Ivan Cantu	Ivan Cantu	08/11/2010 11:27 AM	APRV
5	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Sylvia Solis Started On: 08/10/2010 03:47 PM

Final Approval Date: 08/13/2010

DATE: August 10, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Records Mgmt

ACCOUNT NUMBER: 0-1238-415-40-180-004-0-250

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1238-415-40-180-004-0-250	County Records Mgmt- Unemployment Comp.	195.50
	TOTAL BUDGET INCREASE (DECREASE)	**195.50**

REASON: To appropriate funding for the Co. Records Management to fund increase in current and year end Unemployment Comp. expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-22192 **24.D.3.**

Appropriation - Energy Efficiency and Conservation Block Grants (EECBG) - Recovery Act CC REGULAR

Date: 08/17/2010
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Submitted For: Judge's Office
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2010 appropriation of funds for Energy Efficiency and Conservation Block Grant (EECBG) with the U.S. Department of Energy in the amount of $3,039,500.00.

BACKGROUND

Grant award# EE0000912

No local monies will be required.

Participating depts.:
Pct# 1-3
Judge's Office
Emergency Management

AI#15979 CC 6-15-09 to apply
AI#20823 CC 4-20-10 to accept award
AI#22291 CC 8-3-10 Appropriation of Rail Study ($500,000) and Certification of Revenues $3,539,500

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1287-4XX-00-XXX-0XX-3-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2010 appropriation of funds for the Energy Efficiency and Conservation Block Grant (EECBG) - Recovery Act with the U.S. Department of Energy in the amount of $3,039,500.00.

Dept.	Expense Acct#	Revenue Acct#	Proj. Description	Amount
Pct# 1	0-1287-431-00-121-084-3-739	0-1287-331-11-121-084-3-000	Solar Lights for Colonias	822,375
Pct# 2	0-1287-466-00-122-053-3-7XX	0-1287-331-11-122-053-3-000	Renewable Energy Component	822,375
Pct# 3	0-1287-452-00-123-086-3-739	0-1287-331-11-123-086-3-000	Solar Lights for Parks	512,769
Pct# 3	0-1287-431-00-123-087-3-671	0-1287-331-11-123-087-3-000	Installation of LED Lights	182,361
Pct# 3	0-1287-431-00-123-088-3-739	0-1287-331-11-123-088-3-000	Solar Lights for Colonias	224,745
Judge's	0-1287-431-00-110-073-3-XXX	0-1287-331-11-110-073-3-000	Hidalgo County Recycles	59,875
Judge's	0-1287-431-00-110-074-3-311	0-1287-331-11-110-074-3-000	Strategy	250,000
Emergency Mtg	0-1287-429-00-300-027-3-748	0-1287-331-11-300-027-3-000	Solar Powered Generators	165,000
			Totals	**3,039,500**

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	08/13/2010 04:18 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 04:20 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/13/2010 04:39 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Manuel Chapa Started On: 07/26/2010 01:30 PM

Final Approval Date: 08/13/2010

DATE: August 13, 2010

2010
Transfer
AI# 22192

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Pct 1, Pct 2, Pct 3, Judge's Office, Emergency Management (1287- Energy Grant)

ACCOUNT NUMBER: 0-1287-4XX-00-XXX-00-0XX-3-XXX

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1287-431-00-121-084-3-739	Pct# 1 - EECBG (Solar Lights for Colonias) - Other Structures	822,375
0-1287-331-11-121-084-3-000	**EECBG Grant Revenue - Pct# 1**	**822,375**
0-1287-466-00-122-057-3-720	Pct# 2 - EECBG (Renewable Energy Component) - Buildings	753,031
0-1287-466-00-122-057-3-739	Pct# 2 - EECBG (Renewable Energy Component) - Other Structures	69,344
0-1287-331-11-122-057-3-000	**EECBG Grant Revenue - Pct# 2**	**822,375**
0-1287-452-00-123-086-3-739	Pct# 3 - EECBG (Solar Lights for Parks) - Other Structures	512,769
0-1287-331-11-123-086-3-000	**EECBG Grant Revenue - Pct# 3**	**512,769**
0-1287-431-00-123-087-3-671	Pct# 3 - EECBG (Installation of LED Lights) - R & M Supplies - Bldg & other structu	182,361
0-1287-331-11-123-087-3-000	**EECBG Grant Revenue - Pct# 3**	**182,361**
0-1287-431-00-123-088-3-739	Pct# 3 - EECBG (Solar Lights for Colonias) - Other Structures	224,745
0-1287-331-11-123-088-3-000	**EECBG Grant Revenue - Pct# 3**	**224,745**
0-1287-431-00-110-073-3-619	Judge's Office - EECBG (Hidalgo County Recycles) - Other misc. supplies	30,000
0-1287-431-00-110-073-3-626	Judge's Office - EECBG (Hidalgo County Recycles) - Gasoline/Diesel	9,875
0-1287-431-00-110-073-3-748	Judge's Office - EECBG (Hidalgo County Recycles) - Other Equipment	20,000
0-1287-331-11-110-073-3-000	**EECBG Grant Revenue - Judge's Office**	**59,875**
0-1287-431-00-110-074-3-311	Judge's Office - EECBG (Strategy) - Mgmt Consulting Services	250,000
0-1287-331-11-110-074-3-000	**EECBG Grant Revenue - Judge's Office**	**250,000**
0-1287-429-00-300-027-3-748	Emergency Management - EECBG (Solar Powered Generators) - Other Equipment	165,000
0-1287-331-11-300-027-3-000	**EECBG Grant Revenue - Emergency Management**	**165,000**
	TOTAL BUDGET INCREASE (DECREASE)	$ 3,039,500.00

REASON: Appropriation of funds for the Energy Efficiency and Conservation Block Grant (EECBG). This grant is to fund the following Energy Efficiency Projects: Solar Lights, LED Lights, Renewable Energy Component, Passenger Rail Study, HC Recycles, Solar Powered Generators, and a grant Strategy. Participating depts.: Pct# 1-3, Judge's Office, and Emergency Management dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-22191 **25.A.4.**

RFP - Medical Health Insurance - Hidalgo County

CC REGULAR

Date:	08/17/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation by Alamo Insurance, Hidalgo County's Health Benefits Consultant, for discussion, consideration and approval of the Requirements, Scope of Services, Specifications and Other Criteria (with any modifications, additions and/or deletions requested or required by CC) for the: Request for Proposals (RFP) for: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment."

BACKGROUND

OPTION 1 - Advertising dates of: 1st. Ad Aug. 21, 2010, 2nd. Ad Aug. 28, 2010 & 3rd. Sept. 04, 2010. Proposal Acceptance Date: September 22, 2010

OPTION 2 - Advertising dates of: 1st. Ad Aug. 28, 2010, 2nd. Ad Sept. 04, 2010 & 3rd. Sept. 11, 2010. Proposed Acceptance Date: September 29, 2010

NOTE: Consultant may recommend an additional week from those detailed in Options 1 & 2 above to allow providers additional time.

Notes:

1) Proposed time lines for project detailed under Background caption below:

2) RFP packets provided to all members of Commissioners Court under separate cover for thorough review and comment.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2201-415-00-115-010-0-350

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

BUDGETARY IMPACT:

$853,719.35 available balance as of 08/13/10.

FISCAL YEAR: 2010 **ACCT. #:** 0-2201-415-00-115-010-0-524

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

BUDGETARY IMPACT:

$1,196,235.51 available balance as of 08/13/10.

FISCAL YEAR: 2010 **ACCT. #:** 0-3401-202-00-000-016-0-000

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

BUDGETARY IMPACT:

Liability account (a/p)

Attachments

Link: Legal Notice, Specifications/Requirements, Scope of Service, Exhibit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 10:43 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 10:53 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2010 04:16 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 07/26/2010 09:35 AM

Final Approval Date: 08/13/2010

RFP NO: 2010-228-09-22	BUYER II: YOLANDA Z. VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

SEPTEMBER 22, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO:2010-228-09-22-YZV**

1. Sealed proposals will be received for **"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT ",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 ten (10) copies of all proposals are required, with the Proposers 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.: 2010-228-09-22-YZV"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"** and in County's Purchasing Department, at **2802 South Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas**, **on or before 9:30 a.m., Wednesday, September 22, 2010.**

   NO FACSIMILES OR LATE ARRIVALS 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 REFRENCE TO: RFP NO: 2010-228-09-22-YZV "THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT".

   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 item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal 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 at a County owned or operated location, each proposer 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 dollar amount of 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 open 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 the 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 proposals.

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 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'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: (If applicable)
    - 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 proposer
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation – "**THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"**
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 South Hwy 281
Hidalgo County New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.,	**September 22, 2010**
Project/Anticipated Award Date:	**, 2010**
Commence Work or Deliver Products	

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 bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are 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 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 therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

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 No. 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.

23. 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 proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful 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.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful 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.

26. 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.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals 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.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful 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.

30. 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.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

RFP NO: 2010-228-09-22-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer 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.

Proposer 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 receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

REQUEST FOR PROPOSAL

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

RFP NO: 2010-228-09-22-YZV

OVERVIEW:

The County of Hidalgo is seeking to engage Proposer's to furnish benefits for the **"Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** offered by Hidalgo County to its employees and the employees' dependents. This process includes a Request for Proposal for fully "**Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment**" Coverage. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of fully "**Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment**" Coverage as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, *September 22, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the **"Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** Provider(s) selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offer s Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the **"Third Party Administration, Individual Stop Loss & Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life And Accidental Death & Dismemberment"** Provider(s) selected by Hidalgo County For Hidalgo County Appraisal District. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offer s Hidalgo County.

Deliver Submittal to:

RFP NO: 2010-228—09-22-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2010-228-09-22-YZV
"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

The following outlines the Request for Proposal:

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 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County Health Benefits Consultants, Alamo Insurance will assist Hidalgo County in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are not to directly contact Hidalgo County Health Benefits Consultant except through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, SEPTEMBER 08, 2010**, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, SEPTEMBER 10, 2010.TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

PLEASE NOTE: PRE-PROPOSAL MEETING WILL BE HELD ON Wednesday, September 01, 2010 at 11:00 A.M.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: Effective date to commence is February 1, 2011. The term of the contract is for a three (3) year period, on one of the following basis;

- Fixed Price for the three (3) year period, or
- Two (2) Annual renewal adjustments determined by formula at the time the contract is awarded; or
- One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to Hidalgo County.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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 day's written notice prior to cancellation.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
    a. All information required by the proposal form shall be furnished.

    b. Specification price sheets, specifications and necessary information are attached.

    c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked “ALTERNATE PLAN I, ALTERNATE PLAN II., etc.” Offerers are encouraged to be creative and to present their most competitive coverage and pricing Proposal.

    d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.

    e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions**. **It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled “CONFIDENTIAL”. The identified portions will be protected from disclosure to the extent possible under the law.**

f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.

g. Clarification of Objections to Proposal Requirements.
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of **September 08, 2010** to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-318-2629
Email to: martha.salazar@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RPF shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates, fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality services.

PROPOSAL RANKING: Hidalgo County Health Benefit Consultant will evaluate the proposals utilizing the evaluation criteria outlined in "Exhibit B" attached herein Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

Hidalgo County Commissioner's Court, at its sole discretion, may elect (after the proposals have been reviewed, scored and evaluated and presented to Commissioner's Court for the purpose of ranking), to have participants make presentations in order to complete and finalize the ranking

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on SEPTEMBER 22, 2010**. Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to**: RFP No.: 2010-228-09-22-YZV "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment".**

PROPOSAL SUBMITTED: RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

NEGOTIATION PROCESS:
The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation consist of a **total point section system(s)**. The participants will be ranked after evaluation. **RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.**

SCOPE OF SERVICES/TERMS AND CONDITIONS

THIRD PARTY ADMINSTRATION, INDIVIDUAL STOP LOSS AND AGGREGATE STOP LOSS FOR SELF-FUNDED MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP: 2010-228-09-22-YZV

Background Information

Hidalgo County (hereinafter referred to as HIDALGO COUNTY) is located in Hidalgo County, Texas. The majority of the 3,800 insured employees, retirees and COBRA participants participating in HIDALGO COUNTY's self-funded health benefit plan use the services of providers located in Hidalgo County, the current enrollment in the Health Plans is available on HIDALGO COUNTY's census.

Blue Cross Blue Shield of Texas has insured the Health Plan since February 1, 2008. Initially the plan was a fully insured plan but moved to a self-funded plan on February 01, 2005. There have been no significant plan changes during the time Blue Cross Blue Shield of Texas has insured the plan.

The rate history for Blue Cross Blue Shield of Texas stop loss insurance coverage is available on the HIDALGO COUNTY's rate history document.

HIDALGO COUNTY desires to receive proposals for continuation of the self-funded health plan based on duplication of existing Plan of Benefits

You may submit your proposal with the prescription portion of the RFP on a stand alone basis or combined the medical.

PLEASE MAKE SURE TO COMPELTE THE PRICING "HOSPITAL & PHYSICIAN MODELS". FAILURE TO COMPLETE THESE MODELS MAY DISQUALIFY YOUR PROPOSAL.

HIDALGO COUNTY

Request for Proposals

2010-228-09-22-YZV

Individual Stop Loss Insurance (ISL)/Aggregate Stop Loss Insurance (ASL)

Request for Proposal Submission Form

RFP ASSUMPTIONS:

1. Proposal is to be based on duplication of the existing Plan of Benefits, unless otherwise specified, any deviation must be clearly identified and explained. All proposals will be assumed to have been submitted without any deviations unless clearly noted.

2. Proposal is to be based on the provided census.

3. Contract effective date is to be **February 01, 2011.** All participants enrolled in the insurance plan as of January 31, 2011 are to be covered on a "no loss/no gain" basis. "No loss/no gain" for participants is to include credit for accumulated deductible, coinsurance, and lifetime maximum benefits.

4. HIDALGO COUNTY desires to receive proposals for a three (3) year period on one of the following basis:

   - Fixed price for the three (3) year period, or
   - Two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
   - One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to the HIDALGO COUNTY. Rates to be firm by November 1 (90 days prior to anniversary date)

5. HIDALGO COUNTY will only consider stop loss insurance policies meeting the following:

   a) Specific Policy on a paid/12; or paid/15 basis for Medical and Drug (Rx). We do not wish to see an aggregating specific; however: a 24/15 contract may be proposed.
   b) Medical and Drug (Rx) Specific Coverage with $150,000, $175,000, $200,000, $250,000 deductible.
   c) Final determination on all lasers, if any, including deductible amounts and conditional lasers should be clearly identified and provided with RFP response based on provided claims data.
   d) Completion of Insurance Company Quotation Document with all terms clearly listed
   e) Waive Actively at Work Provisions.

6. Renewal rate must be received by HIDALGO COUNTY at least 90 days prior to anniversary date.

7. Any estimated savings, performance or other guarantees should be specific, quantifiable and should include a method for validation.

QUESTIONS

1. Describe the business entity submitting the proposal:

   a. Insurance Company Name:_____

   b. Address:_____

   c. Contact Person:_____

   d. Telephone Number:_____

   e. Insurance agent representative:_____

2. Describe Financial Stability of Insurance Company:

Financial Rating Service	**Current Rating**	**Prior Year Rating**
A.M. Best		
Standard & Poors		
Moody's		

3. Provide three (3) Texas client references (preferably public entities):

Name of Client	**Contact Person**	**Telephone Number**	**Number of Employees**

4. PLEASE ANSWER QUESTIONS 4 THROUGH 7, IF STOP LOSS INSURANCE IS BEING SUBMITTED BY MANAGING UNDERWRITING GROUP OR OTHER BUSINESS ENTITY ACTING AS AGENT OR REPRESENTATIVE FOR ANY INSURANCE COMPANY.

5. Describe the business entity submitting the proposal:

   a. Name of Business Entity:_____

   b. Current Business Address:_____

   c. Mailing Address:_____

   d. Contact Person:_____

   e. Telephone Number:_____

   f. Type of Business:

_____Corporation	____General Partnership	_____ Sole Proprietorship
_____ Registered Limited Liability Partnership	_____ Limited Liability Company	

6. a. Has the business entity been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes_____ No_____

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

_____

_____

b. Does the business entity have any claims filed against it which is unresolved and presently pending before any State of Texas Administrative agency? Yes _____ No_____

If yes, please provide a full description of the changes:_____

_____

_____

7. Has the insurance agent representing the business entity submitting the response to this RFP been a defendant in any lawsuit in any state or federal court during the preceding five (5) years? Yes___ No_____

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

_____

_____

b. Does the business entity have any claims filed against it which is unresolved and presently pending before any State of Texas Administrative agency? Yes _____ No_____

If yes, please provide a full description of the changes:_____

_____

_____

8. Financial information:

a. Has the business entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U. S. Bankruptcy laws during the preceding seven (7) years? Yes _____ No _____

If yes, please describe:_____

_____

_____

b. Has any owner, member, or partner of the business entity filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any dept under the U.S. Bankruptcy laws during the preceding sever (7) years? Yes_____No_____

If yes, please describe:_____

_____

_____

9. The business entity must provide satisfactory evidence of existing insurance coverage in the amount of $3,000,000.00 for Errors and Omissions or other fiduciary liability. If the business entity is selected to provide services it must provide evidence that such coverage will be in effect for the duration of the agreement.

10. Describe ISL.

    a. Where will claims be paid?_____
    b. What is the definition of "paid claim" to be eligible for reimbursement?_____
    _____
    _____
    c. Can HIDALGO COUNTY's Insurance Department speak directly to a claim examiner for questions related to payment of a claim? Yes_____No_____

    d. What is the normal processing time for ISL claim?_____
    e. What are eligible expenses related to investigation of claim (e.g. hospital audit, medical records, etc)?_____
    _____
    f. If HIDALGO COUNTY has negotiated with providers, will these discounts be accepted, in lieu of doing a hospital audit? Yes_____No_____
    g. Describe documentation needed for ISL claim reimbursement:_____
    _____
    _____

11. Describe Underwriting:
    a. Will any claimant be excluded or assigned a higher deductible (lasered)?
    Yes_____No_____
    b. Is so, please describe:_____
    _____

12. Did you provide a Specimen Stop Loss Contract? Yes_____No___

13. Does your Stop Loss insurance contract have any exclusions or limitations that are more restrictive than those used in HIDALGO COUNTY's booklet? Yes _____ No_____

    If so, please describe:

    Are the active-at-work and disabled dependent provisions waived for the effective date of the contract? Yes_____ No_____

14. If Centers of Excellence are used for your transplant coverage, please provide specific information about facilities cost and the procedures to be used: Please attach a benefit description or sample policy schedule with complete information about the benefit plan.

15. Please state any variations to the Request for Proposal Assumptions or other qualifications for your quote:_____
_____
_____

16. For what period of time are quoted rates guaranteed?_____
_____

17. Is a longer rate guarantee available? Yes_____No_____

If so, please describe:_____
_____

18. Are quoted rates net of agent commission? Yes_____No_____
If no, please describe:_____
_____

19. Do quoted rates include advance funding for:

Specific Claims? Yes_____No_____
If no, additional cost to provide:_____

20. Is the quote based on the services of a specific provider network? Yes_____No_____

21. What is the rate differential for the use of the following networks.

a. VIANT _____
b. Healthsmart _____
c. BC/BS _____
d. CNN _____
e. Beechstreet _____
f. Other (name) _____

BASIC PLAN

	Number of Participants	Rates	Monthly Premiums	Annual Premium
Incurred___ Paid___ $_____Specific Deductible Single Family Composite				
Incurred___ Paid___ $_____Specific Deductible Single Family Composite				
Incurred___ Paid___ $_____Specific Deductible Single Family Composite				
Incurred___ Paid___ $_____Specific Deductible Single Family Composite				

HIGH PLAN

	Number of Participants	Rates	Monthly Premiums	Annual Premium
Incurred___ Paid___ $_____Specific Deductible Single Family Composite				
Incurred___ Paid___ $_____Specific Deductible Single Family Composite				
Incurred___ Paid___ $_____Specific Deductible Single Composite				
Incurred___ Paid___ $_____Specific Deductible Single Family Composite				

THIRD PARTY ADMINISTRATION QUESTIONNAIRE

TPA ORGANIZATION:

1. Name, Address, City, State, Zip Code and Telephone Number of Firm.

2. Is your firm owned or operated by a parent company? If yes, please identify the parent and its primary business.

3. How long has your firm been in business? _____

4. How long have you done claims administration? _____

5. Who are the principal officers in your firm? How long have they been in their positions?

6. Is this a branch facility? If so, please identify the main office location.

7. How many claims processors are Full Time employees in your firm?
   a. How many claim processors will be appointed to service this account?

   b. How many years of experience does each have with medical claims processing?

8. Do you have bilingual claims personnel available to plan participants who call your office for customer service and/or claims processing?

9. How many clients do you perform claim administration services for?

   a. How many clients over 2,500 employees? _____
   b. How many clients over 500 employee? _____

10. Provide a copy of your Errors & Omissions coverage? A minimum of $3,000,000 is required.

CLAIMS ADMINSTRATION

1. What are your claim office performance standards for claim accuracy and turnaround time? Please provide your performance guarantees.

2. Describe your internal audit procedures?

3. What edits and controls are used to avoid duplicate payments?

4. What safeguards exist to protect against claims abuse and fraud?

5. What program do you use to unbundle claims?

6. What database do you use to determine Reasonable and Customary fee allowances? How frequently do you update your R&C screens?

7. Describe your procedures for professional medical claims review.

8. Explain your hospital bill audit procedures.

9. Describe your procedures for tracking and reporting specific excess claims?

10. Explain how you handle subrogation and third party disbursements?

11. List the excess carriers which you are approved with for claims administration?

12. Do you provide a toll free number for claim inquiries?

13. What are your normal hours of operation to answer calls for claim inquiries?

14. Describe your customer service process when an employee calls with a claim inquiry.

15. If you have a separate customer service unit, what are your standards for:

    Answer Time: _____
    Abandon Rate:_____

16. Does your fee assume a first year claim lag? If so, what is the cost to purchase mature claim year administration?

17. Does your fee assume any excess loss carrier overrides? Do you receive overrides from any insurance carrier or any other source who is a vendor for the County Contract?

ELIGIBILITY SYSTEM:

1. How is an insured's eligibility assigned and maintained?

2. How often can eligibility information be updated?

3. Do you maintain information on each of the family members separately, as well as the employee?

4. How do you verify dependent eligibility prior to paying a claim?

5. What is your accuracy standard and turnaround time for loading new groups, updates, and changes?

SYSTEM CAPABILITIES:

1. Is your claim processing system completely automated?

2. Are there any significant manual activities required to process claims?

3. Describe your claims payment system, including hardware and software?

4. Do you own or rent your claim payment system software?

5. How employee and dependent claimant histories tracked?

6. How may benefits components (i.e. separate deductible totals, lifetime benefits, etc.) can be maintained by the system?

7. Can your system track number of visits by procedure?

8. What percentage of your claims is currently accepted on an electronic basis?

BANKING ARRANGEMENTS:

1. Do you require the use of a specific bank for claim accounts? If so, please provide the name, address, and phone number of the bank.

2. Is an initial claims payment deposit required to establish banking arrangements?

3. Will you perform bank account reconciliations?

4. Are there any additional costs to the banking? (I.E.: – EFT charges, monthly charges, etc.)

UTILIZATION REVIEW:

1. What U.R. services are performed in-house?

2. What outside U.R. provider do you use? How long have you used them?

3. Indicate which U.R. services you have assumed in your proposal?

    Pre Notification
    Preadmission Review
    Concurrent Review – On Site or Off Site

Retrospective Review
Large Case Management
Discharge Planning

4. Can you accommodate Pre-Notification for the following?
   Specialty Care referrals
   Home Health Care
   Ancillary Services
   Inpatient Surgical procedures
   Outpatient Surgical procedures
   Lab & X-ray procedures
   Inpatient Mental Health and Substance Abuse
   Outpatient Mental Health and Substance Abuse

PREFERRED PROVIDER ORGANIZATIONS:

1. Do you have capabilities to process PPO discounts in-house?
2. Which PPOs do you have access to processing in-house?
3. Can you install PPO discounts for Direct contracts with providers? If so, what is the charge?
4. How many different PPOs do you interface with currently? Who are they?

REPORTING:

1. Provide a list of reports available in your standard reporting package. What is the cost of these reports?
2. Can you generate customized reports? Are reports available through Internet? What is the charge?
3. How are paid claims reported?
4. How does your firm report claims to Excess Loss carriers?

GENERAL

1. What is the cost for producing a plan document? Is it included in your cost assumptions?
2. What is the cost for producing a Summary Plan Description? Is it included in your cost assumptions?
3. What is the cost of having the Plan Document and SPDs changed due to regulatory changes? Is it included in your cost assumptions?
4. What is the cost of printing the 4,000 Summary Plan Descriptions for the plan participants? Is it included in your cost assumptions?
5. What is the cost for printing ID cards? Is it included in your cost assumptions?
6. Is there an initial set-up fee charged for the installation of our plan?

7. Please disclose any additional fees or expenses that are borne by the client.

8. Do you offer assistance in the administration of COBRA benefits? HIPAA Certificates? Please describe your service and cost.

9. Please explain the type of assistance and/or administration duties you provide.

PHARMACY – ADMINSTRATIONSERVICES ONLY (ASO)

Please find the current prescription drug plan design in the medical plan summary attachment.

1. Please describe your retail pharmacy network (number of independents and number of chains; are all chains in the network?) including its relationship to you (e.g. owned or leased).

2. Please confirm that prescription drugs prescribed by any licensed health care provider, including dentists, will be covered by the pharmacy program.

3. Is the use of a formulary mandatory? Please attach a copy of the formulary for review.

4. Does the retail brand discount include savings from formulary, network spread, clinical savings, DUR savings?

5. Is the brand discount a hard discount?

6. Is the brand discount an average? Is it based on 11 digits NDC?

7. Is the brand discount at mail order based on 100 units or actual acquisition NDC?

8. Is the mail discount based on 11 digit NDC?

9. Generic pricing must be expressed as a discount off of AWP for overall generic effective rate at retail. We will NOT accept as pricing the term “MAC” without quantifying what that number represents and what the blend of MAC and NON-MAC drugs represent overall.

10. Is pricing for retail brand and overall generic effective rate guaranteed?

11. Your quote must include a traditional pricing model and a transparency full pass-thru model. Is the pricing guaranteed?

12. What is the discount for specialty drugs? What is the dispensing fee? Is the specialty drug program a pass-thru under a transparency model? Are supplies included in the pricing?

13. Please provide your definition of “generic”. Also provide a definition of the generic included in the overall generic guarantee.

14. What quantity is an AWP based on for mail order?

15. How are manufacturer rebates handled? Will Hidalgo County share in the rebates? If so, what percentage?

16. Do rebates have a minimum guarantee per claim? Per brand? Hidalgo County will not accept rebate quotes based on rebatable brand claims.

17. Are rebates paid quarterly? If so, when?

18. Under transparency pricing model, are rebates a 100% pass thru of Gross?

19. Will coverage of OTC impact rebates? If so, how much?

20. Do rebates survive termination? When are they paid after termination?

21. Are rebates paid on specialty drugs?

22. Do you contract directly with manufacturers for formulary rebates or do you use another PBM? If yes, who handles?

23. Please describe how the drugs for the formulary are selected, and who is responsible for the selection.

24. Do you own your own mail service? If not, who do you sub-contract with and do you retain revenue?

25. Do you own your own Specialty Pharmacy? Or subcontract? If yes, who handles specialty pharmacy?

26. What is the average turnaround time for mail order pharmacy?

27. Can mail order pharmacy be ordered on-line?

28. Does the PBM allow 90-day fills at retail in addition to mail order? If so, what contracted pharmacies participate? What is the discount to Hidalgo County for a 90-day network? What plan design is used?

29. Do you offer alternatives in the pharmacy program that can help control or reduce the plan costs? If so, please provide details and approximate savings for each feature.

30. Please explain your Drug Utilization Review process for these programs:

    a. Prospective
    b. Concurrent
    c. Retrospective

31. Please submit a sample of your standard reporting package. Attach samples of your standard reporting package that is included in your quote. Please note if your paid claims numbers are based on paid or incurred claims figures.

32. Include in your response a PPI report, a specialty drug report, and a net cost per day for mail or retail report w/ specialty and acute meds removed.

33. How do you propose getting members to look at alternative brands that have generics available and do your manufacturer contracts preclude you from providing this type of information to members?

34. What financial advantage would Hidalgo County gain if we limited the pharmacy network to several large chains? Could exceptions be made in outlying areas?

35. Is electronic billing available? Reports on line? Is an interactive website available? Can members compare pricing of drugs on line?

36. Will the PBM provide assistance with developing a communication piece?

37. Provide all materials used in marketing your product.

38. Do your administration fees include the following:
    a. Postage (in D below)
    b. Claim forms
    c. ID cards, (medical/Rx combo cards?)
    d. Mailing to participants homes
    e. Participating provider directories
    f. Customer service representatives specific to Hidalgo County.
    g. Mail order forms
    h. 1 – 800 number to call center
    i. Standard report packages

39. Does your plan currently offer on-line access to claims and eligibility information for employees? Is there a separate charge for this to the plan?

40. Will any revenue be paid to a third party administrator for services, fees, disease state management or other vendor services by the PBM? Will all compensation to third parties be disclosed? Is an implementation allowance paid to the payor? If so, how much per member or head of household?

41. Will you audit the pharmacy data? Specifically, as a payor, what independent source will audit each and every claim? What are the fees associated with an independent audit?

42. Will you provide consultative modeling and forecasting annually?

43. Will a true-up of guarantees be performed annually? If so, when can Hidalgo County expect payment of true-ups above guarantees under transparency model?

44. Will the mail service provider provide to Hidalgo County copies of their suppliers (wholesaler or manufacturer) invoices showing net invoice for medications?

45. Will your firm detail its total revenue from all sources for administering the Hidalgo County pharmacy benefit plan and allow an independent audit by the Hidalgo County?

46. The 3 finalist will be required to make a presentation to Hidalgo County and answer questions to fully explain the specifics of the program offered.

47. Will your firm contractually guarantee that the amount you reimburse to pharmacy providers is the exact same amount that is billed to the plan sponsor?

PHARMACY – PROPOSED FEES

Contract Effective Date: _____

	RETAIL	90 DAY RETAIL	MAIL ORDER
Brand Formulary Guaranteed			
Brand Non Formulary Guaranteed			
Overall Generic Effective Rate Guaranteed – definition of generics covered under guarantee, i.e. single source generics, patent litigated generics, generics with 2 or more manufacturers or other?			
Dispensing fee per prescription	$		$
Administration fee per prescription	$		$
Rebate expected per claim or per brand claim	$		$
Specialty Pharmacy discount			
Dispensing fee for specialty drugs			

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

RFP ASSUMPTIONS:

1. Proposal is to be based on the current benefits & coverage's.

2. Quote is to be based on 3,800 Active County Employees and all County Elected Officials. Retirees **do not** participate.

3. Age Reduction formula is to be the same as current or better.

4. County pays 100% of cost for Basic Life/AD&D.

5. Effective date is to be **February 1, 2011**. All participants enrolled in the Basic Life Insurance Plan as of **January 31, 2011**, are to be covered on a "No Loss/No Gain" basis. The County's enrollment records are to be the basis for "take-over."

6 Life insurance contract must include Waiver of Premium provisions prior to attainment of age 60 for duration of the disability.

7. The County desires to receive proposals for a three (3) year period on one of the following basis:
   - Fixed price for the three (3) year period, or
   - Two (2) annual renewal adjustments determined by formula at the time the contract is awarded, or
   - One (1) year contract with two (2) annual renewal options for rate and premiums deemed to be favorable to the City.

8. The County must receive renewal rates at least ninety (90) days prior to effective date of rate change.

9. Insurance company must have an A.M. Best rating of A- or better.

QUESTIONS:

1. Describe organization submitting proposal.

   a. Insurance Company Name: _____

   b. Address: _____

      _____

   c. Contact Person for Insurance Company: _____

      Telephone Number: _____Email Address:_____

   d. Contract Person for Insurance Agency: _____

      Telephone Number: _____Email Address:_____

2. Describe Financial Stability of Insurance Company.

   a. Financial Rating

Service	Current Rating	Prior Year Rating
A.M. Best	_____	_____
Standard & Poors	_____	_____
Moody's	_____	_____

   b. Is Insurance Company authorized to do business in Texas? ☐Yes ☐No

3. Will the actively-at-work provision be waived for the effective date of the contract? ☐Yes ☐No

   Comment: _____

4. Does quote include Waiver of Premium? ☐Yes ☐No

   If so, please attach full description.

5. Does quote include accelerated death benefit for terminal illness? ☐Yes ☐No

   If so, please attach full description

6. Provide three Texas client references (preferably cities)

Name of Client	Contact Person	Telephone Number	Number of Employees

7. Describe claim payment services:

   a. Where will claims be paid? _____

   b. Is a toll free number available for checking status of claim? ☐Yes ☐No

8. For what period of time are quoted rates guaranteed? _____

9. Is a longer rate guarantee available? ☐Yes ☐No

   If so, please describe: _____

10. Please state any variations to RFP Assumptions or Qualifications in your proposal: _____

    _____

11. Please provide amount of Annual Commission included in your quoted rates: _____

12. Agent Information: The County has specified agent requirements please refer to agent instruction and submit your proposal. Please provide the following information for the agent(s) selected by the insurance company. If two (2) agents are used please provide the following information for each agent:

    a. Estimated amount of annual commission: _____

    b. Copy of agent's E & O Insurance Certificate.

    c. Copy of agent's insurance license.

    d. Name/Mailing Address for Agent: _____

    _____

    e. Agent's relationship with insurance company (length of time, number of groups, amount of premium): _____

    _____

    _____

    _____

    f. Please describe agent services to be provided: Agent as a minimum will be required to provide three to five qualified enrollment specialist during the enrollment period for the medical plan. Attach a description of the agency, support personnel, describe intended procedures to provide enrollment services during the enrollment period.

    _____

    _____

    _____

    g. Agent experience in insurance industry: _____

    _____

GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

PREMIUM QUOTE:

Attach rate quote based on number of lives and insurance volume.

Company Name	Authorized Signature
Address	Type Signatory's Name & Title
	Email Address
Agent's Name	Telephone Number

Hidalgo County

Request for Proposal

No: 2010-228-09-22-YZV

"Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self Funded Medical Plan, Group Term Life and

Accidental Death & Dismemberment"

PLEASE ACKNOWLEDGE RECEIVING THIS RFP BY RETURNING THIS FORM

In order to allow a fair and competitive bid process an agent or agency will not be allowed to access markets prior to the release date of this RFP. The official date and time of release is **AUGUST 25 2010 at 10:00 A.M.**

Any agent other than the incumbent agent in contact with a current provider, contacting markets prior to this date will not be allowed to present a proposal. If it is determined that markets were approached in advance of the release date, then, that insuring entity shall immediately notify our insurance consultant of the date and time of receipt of this Request for Proposal. Failure to disclose the early request will result in disqualification of the vendor. Disclosure will result in reassignment of the insuring entity to another agent or agency.

FAX or Mail TO: Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

2802 South Hwy 281

Hidalgo County New Administration Building

Edinburg, Texas 78539

_____ WILL RESPOND*

_____ WILL NOT RESPOND*

COMMENTS:_____

_____

COMPANY NAME: _____ COMPANY FAX: _____

COMPANY PHONE: _____Email Address_____

SIGNATURE:_____

Hidalgo County

Request for Proposal

2010-228-09-22-YZV

NOTICE TO INSURING ENTITY

Information provided in these specifications is to be used for purposes of preparing a proposal detailing costs of providing the services and insurance specified. It is further expected that each INSURING CARRIER will read these specifications with care, since failure to meet each condition or a combination of specified conditions may disqualify proposal.

Information provided on Hidalgo County:

1. Current census
2. Plan Information
3. Rate history
4. Standard Loss Information

Hidalgo County (hereinafter referred to as) reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to Hidalgo County.

An Insuring entity is required to submit quotations on the basis of these specifications. Alternative quotations (for service on a basis different from requested in these specifications) will receive consideration if such alternatives are clearly explained. Any exceptions to coverage requested herein must be clearly noted in writing and be included as a part of the proposal.

Hidalgo County **does not intend to name the servicing agent for the contract**(s) you are proposing to the County.

The Insuring Carrier is allowed to name a maximum of TWO (2) agents or agency representatives to be responsible for servicing the contract on behalf of the Insuring carrier. An individual agent or agency may be named to service the insurance contract but only two agents may be named to represent the insuring carrier. If more than two agents are named in the proposal the proposal will be rejected and returned to the insuring carrier.

Hidalgo County believes that the data contained in these specifications is sufficient for preparation for a proposal. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. Requests for additional information should be directed in writing to Hidalgo County's purchasing department as described in the RFP.

RFP EVALUATION FORM

"THIRD PARTY ADMINSTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDERD MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMERMBERMENT"

Hidalgo County will conduct a comprehensive, fair and impartial review of all proposals received in response to this RFP. Each "Proposal" will be analyzed to determine overall responsiveness and qualifications

SECTION I-ADMINISTRATION

PRICING (100 POINTS)

Administrative Fees	Primary Cost for Claims Administration
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold
Performance Guarantee Service	What is carrier willing to put at risk on administration services
Multiple Year Rates	Guarantee of future cost on admin fees
Enrollment Expense i.e. Booklets	Straight comparison of cost
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims
Set Up Fees	Initial Deposit required to initiate program

STOP LOSS (100 points)

Premium Cost	Straight premium cost
Lasers	Increased liability due to increased deductible on certain claimants

NETWORK DISCOUNT (400 POINTS)

Percentage Discount (allowable) charges against (billed-ineligible) charges
OON Charges Verified Charges

SECTION II – NETWORK PROVIDERS

NETWORK PROVIDERS – ACCESS (100 POINTS)

Hospitals	Are all hospitals in the network
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist
Doctors – Specialist	Are there sufficient number of Specialist
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson
Urgent Care Centers	Are UCC in networks
Transplant Options	Is there a Transplant contract required

SECTION III – PHARMACY

PHARMACY (100 POINTS)

Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order
Formulary	Any ?2 tier, 3 tier, 4 tier, Specialty Meds
Rebates	Pre-determined and credited; calculated per script and applied; how much and when
Access	Network of pharmacies, Mexico
Transparency	True cost of Rx disclosed
Preferred Local Pharmacy	Local non chain pharmacies included
Reporting Capabilities	Required reports available Per Script reporting

SECTION IV – TECHNOLOGY

TECHNOLOGY (50 POINTS)

Website Access	By insured for administrative services (enrollments, terms, tracking)
Telephone Access	By employee and by administration for problem solving
Ability to Duplicate Current Plans	Flexibility to match current plan design
AD Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access
Employee Access	Employee able to review EOBs and other claim information

SECTION V – WELLNESS

WELLNESS (100 POINTS)

Disease management	Cardiac, Diabetic, Pregnancy
Wellness tools	Active or Passive tools, Cost of Programs

SECTION VI – ADDITIONAL SERVICES

ADDITIONAL SERVICES (50 POINTS)

Enrollment Services	Who will be doing the enrollment?
Policy Booklets	On line, printed, bilingual, see cost above
Local Office	Where is office, office hours, designated employee, full time
Patient Advocacy	Who will be providing service? Home Office, Customer Service, On Site??
Company's Ability to service account	Who will be daily contact for service?
Financial Capability	Financial strength of vendor especially in current climate
Bilingual Staffing	Spanish Speaking service reps and enrollers required
AM Best Rating	What is rating?
Experience with School Districts	What is experience in dealing with school districts
Industry Experience	What size is company overall

The County's Consultant will review all proposals for completeness. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County's Consultant will first evaluate the proposals on all factors other than cost. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. The Consultants will meet with the Hidalgo County's Commissioners Court/Board of Directors to present findings and offer guidance in the evaluation of the proposals submitted. Cost will be evaluated on an equal basis with the technical criteria. The Consultant will present the proposers ranking of said evaluation to Hidalgo County Commissioner's County/Board of Directors.

EXHIBIT "B"
RFP EVALUATION FORM

Selection Criteria		Points	Score
SECTION I			
1. **PRICING**	**(100 POINTS)**		
Administrative Fees	Primary Cost for Claims Administration		
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold		
Performance Guarantee Service	What is carrier willing to put at risk on administration services		
Multiple Year Rates	Guarantee of future cost on admin fees		
Enrollment Expense i.e. Booklets	Straight comparison of cost		
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims		
Set Up Fees	Initial Deposit required to initiate program		
Comments/Rationale for points:		**TOTAL:**	_____
2. **STOP LOSS**	**(100 POINTS)**		
Premium Cost	Straight premium cost		
Lasers	Increased liability due to increased deductible on certain claimants		
Comments/Rationale for points:		**TOTAL:**	_____
3. **NETWORK DISCOUNT**	**(400 POINTS)**		
Percentage Discount (allowable) charges against (billed-ineligible) charges			
OON Charges Verified Charges			
Comments/Rationale for points:		**TOTAL:**	_____
SECTION II – NETWORK PROVIDERS			
1. NETWORK PROVIDERS – ACCESS	**(100 POINTS)**		
Hospitals	Are all hospitals in the network		
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist		
Doctors – Specialist	Are there sufficient number of Specialist		
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.		
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson		
Urgent Care Centers	Are UCC in networks		
Transplant Options	Is there a Transplant contract required		
Comments/Rationale for points:		**TOTAL:**	_____

EXHIBIT "B"
RFP EVALUATION FORM

Selection Criteria		Points	Score
SECTION III- PHARMACY			
1.**PHARMACY**	**(100 POINTS)**		
Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order		
Formulary	Any 2 tier, 3 tier, 4 tier, Specialty Meds		
Rebates	Pre-determined and credited; calculated per script and applied; how much and when		
Access	Network of pharmacies, Mexico		
Transparency	True cost of Rx disclosed		
Preferred Local Pharmacy	Local non chain pharmacies included		
Reporting Capabilities	Required reports available Per Script reporting		
Comments/Rationale for points:		**TOTAL:**	_____
SECTION IV – TECHNOLOGY			
TECHNOLOGY	**(50 POINTS)**		
Website Access	By insured for administrative services (enrollments, terms, tracking)		
Telephone Access	By employee and by administration for problem solving		
Ability to Duplicate Current Plans	Flexibility to match current plan design		
AD Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access		
Employee Access	Employee able to review EOBs and other claim information		
Comments/Rationale for points:		**TOTAL:**	_____
SECTION V – WELLNESS			
1. **WELLNESS**	**(100 POINTS)**		
Disease management	Cardiac, Diabetic, Pregnancy		
Wellness tools	Active or Passive tools, Cost of Programs		
Comments/Rationale for points:		**TOTAL:**	_____
SECTION VI – ADDITIONAL SERVICES			
1 **ADDITIONAL SERVICES**	**(50 POINTS)**		
Enrollment Services	Who will be doing the enrollment?		
Policy Booklets	On line, printed, bilingual, see cost above		
Local Office	Where is office, office hours, designated employee, full time		
Patient Advocacy	Who will be providing service? Home Office, Customer Service, On Site??		
Company's Ability to service account	Who will be daily contact for service?		

Financial Capability	Financial strength of vendor especially in current climate		
Bilingual Staffing	Spanish Speaking service reps and enrollers required		
AM Best Rating	What is rating?		
Experience with School Districts	What is experience in dealing with school districts		
Industry Experience	What size is company overall		
Comments/Rationale for points:		**TOTAL:**	
		TOTAL SCORE:	

AGENT _____

EVALUATOR _____ DATE _____

AI-22459 **25.A.5.**

Hurricane Alex-Debris Removal & Monitoring Svcs

CC REGULAR

Date:	08/17/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion and action in connection with Hurricane Alex related flooding and/or damage including, but not limited to, the following:
a. Approval of a plan of action from recommendation/strategies/information/reports provided by both BDR & AshBritt on how best to approach the task of debris removal while addressing:
1. When and Where to start;
2. Identifying the affected areas, whether incorporated or unincorporated;
3. Use of County forces only; County forces with Contractor; or, Contractor only;
4. Public Notice for placement of debris on the Right of Way;
5. Time lines;
b. Approval of Notice to Proceed to AshBritt for Debris Removal Services;
c. Monitoring services coordination between AshBritt & BDR;
d. Fiscal impact related to assistance to cities participating in the LRGVDC Mutual Aid Agreement;
e. Approval of individual Mutual Aid and/or Interlocal Agreements with requesting Cities/Municipalities;
f. Designation /appointment of Point or Points of contacts for contractors:Ashbritt and BDR;
g. Other related issues

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-

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

BUDGETARY IMPACT:

Hidalgo County CC has appropriated $3M for Alex related expenditures.
SEE EXP REPORT FOR FUNDING AVAILABILITY. RC

Attachments

Link: 1

Link: 2

Link: 3

Link: assessment

Link: EXP REPORT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/13/2010 11:08 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 11:11 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2010 03:51 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Marty Salazar

Started On: 08/12/2010 09:21 AM

Final Approval Date: 08/13/2010

AI-22293 **24.A.7.**

Work Task -BDR for Hurricane Alex Flood
CC REGULAR

Date: 08/03/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and Approval of "Work Task submitted by Beck Disaster Recovey" in connection with the re-activation/mobilization by Commissioner's Court back on July 27, 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available funds as of 07/30/10.
REF: 22164 CC 07/27/10

Attachments

Link: LRGVDC
Link: EMAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2010 04:09 PM	APRV
2	Budget & Management	Erika Zamora	07/30/2010 04:17 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/30/2010 04:38 PM	APRV
4	Auditor's Office		07/30/2010 05:18 PM	NEW

Form Started By: Marty Salazar Started On: 07/30/2010 02:55 PM
Final Approval Date: 07/30/2010

AI-22164 **20.A.4.**

Re-activation/Mobilization of Pre-position Debris Removal & Disaster Recovery Consultng Services Contractors

CC REGULAR

Date: 07/27/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Action applicable and necessary to address flooding issues/situations directly attributable to TS/Hurricane Alex:
a. Notice to mobilize/re-activate pre-positioned awarded firm(s) for Emergency Debris Management Services Contracts:
1. Ashbritt -thru- mutual aid agreement/assignment
2. Phillips & Jordan, Inc.-primary -thru HC award-HGAC pool of providers;
3. DRC Emergency Services, LLC-secondary-same as above;
4. Ceres Environmental Services, Inc.-tertiary-same as above;

with direction and determination of slocations/sites/areas and services to be requested as provided under contracts.

b. Notice to mobilize/re-activate pre-positioned contracted firm of Beck Disaster Recovery Services, Inc. for Consulting, Debris Removal Monitoring and Related Disaster Recovery Services with direction and determination of services to be requested as provided under contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-350
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

$15,765.00 available funds as of 07/23/10. Also, ref AI-22100 CC 07/27/10 for additional funding.

Attachments

Link: LRGVDC MAA
Link: E-MAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/23/2010 11:35 AM	APRV
2	Budget & Management	Erika Zamora	07/23/2010 11:43 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/23/2010 01:06 PM	APRV
4	Auditor's Office	Linda Fong	07/23/2010 02:25 PM	APRV

Form Started By: Marty Salazar Started On: 07/22/2010 03:20 PM

Final Approval Date: 07/23/2010

MASTER AGREEMENT FOR MUTUAL AID
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC").

WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority**. This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

2. **Scope of Agreement.**

(a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3 **Request for Assistance**. The request for assistance will

(a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,

(b) be made by the highest ranking authority of Requesting Party available at the time of need,

(c) be made to the highest ranking authority of the Responding Party available at the time of need, and

(d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command**.

(a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.

(b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall

state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

(c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.

(d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

Training Exercises. The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols**. The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs**. A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. The LRGVDC

Executive Director will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

8. **Participation Notice**. Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

9 **Administrative Services**. The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.

10. **Federal and State Participation**. Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.

1. **Inventory and Database**. A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information.

12 **Withdrawal**. A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.

13. **Not for Benefit of Third Parties**. This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

14. **Exercise of Police Power**. This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

5 **Immunity not Waived**. Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

16. **Civil Liability to Third Parties**. Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

7 **No Liability of Parties to One Another**. One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.

18 **Amendments to Agreement**. This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

19 **Captions**. Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

20. **Equipment and Personnel**. During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a

Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

21 **Expending Funds**. Each Party which performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

22 **Term**. This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this

Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

23 **Entirety**. This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.

24. **Interlocal Cooperation Act**. The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

26. **Validity and Enforceability**. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

27. **Warranty**. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that Hidalgo County has approved participation in the Master Agreement for Mutual Aid Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

[signature] 10/28/03

Signature Date

RAMON GARCIA

Printed or Typed Name

Hidalgo County Judge

Position

APPROVED BY
COMMISSIONERS' COURT
ON: 10/28/03

cynthia.delacruz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, July 22, 2010 4:15 PM
To: cynthia.delacruz@co.hidalgo.tx.us
Subject: FW: Response to County Judge's Directive and Notice of Meeting with Disaster Recovery Services Consultants on Friday, July 23, 2010 at 2:00

Importance: High

Cindy:
Attach this e-mail also.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, July 21, 2010 3:54 PM
To: 'eddie.olivarez'; 'rene.ramirez@hidalgocountyjudge.com'; 'ac.cuellar@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; 'Tony Pena'; 'valde.guerra@co.hidalgo.tx.us'; 'eddie.olivarez@hchd.org'
Cc: 'josie.escalante@hchd.org'; 'ac.cuellar@co.hidalgo.tx.us'; 'Rigo Villarreal'; 'Sofia Hernandez'; 'raul.lozano@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli'; 'mingo.villarreal@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'gloria.beltran@co.hidalgo.tx.us'; 'juan.carranza@co.hidalgo.tx.us'; 'Monica Badillo'; 'raul.silguero@co.hidalgo.tx.us'; 'rey.salazar@co.hidalgo.tx.us'; 'Sergio Cruz'; 'belinda.alvarez@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'; 'Evangelina Garcia'; 'Leticia Saenz'
Subject: RE: Response to County Judge's Directive and Notice of Meeting with Disaster Recovery Services Consultants on Friday, July 23, 2010 at 2:00
Importance: High

Eddie and All Members of Commissioners Court:
Given the direction from the Judge, there needs to be some determinations from the Court so as to move forward. For example:
1) Are the areas that may require not only debris removal but **possible** "septic tank" cleaning services for affected communities South of Military Highway?
2) Are these communities or cities?
3) Under the Master Agreement for Mutual Aid of the Lower Rio Grande Development Council, will CC be considering requests for aid (from these communities and/or cities) and accepting fiscal responsibility for costs associated with debris removal, septic tank cleaning and monitoring services through the County's prepositioned contractors (i.e. Ashbritt and BDR)?
4) If the County intends to use "force accounts" to attempt to keep debris removal service costs down, the County will require monitoring services (through BDR) so as to request re-imbursement (if such assistance is approved) through FEMA or State;

All these variables need to be included in any discussions in order for CC to make informed decisions regarding same. If necessary, we will place appropriate items on next week's CC agenda for discussion and action.

We have asked our contracted consultant, BDR, to meet with us on Friday (2:00PM at the Purchasing Dept. Conference Room or any other site) prior to the CC meeting on extending the Disaster Declaration to get information from County Judge, Precinct, Div. ES-EM, Health & Human Services, Budget and Executive Office staff to identify and prioritize the areas affected; to identify and confirm approved debris disposal sites; to discuss possible budgetary impacts; to assess the possibility of state and/or federal assistance (re-imbursement); to develop and contractor and/or force account strategy to accomplish the clean up; etc.

From: eddie.olivarez [mailto:eddie.olivarez@hchd.org]
Sent: Tuesday, July 20, 2010 9:08 PM
To: martha.salazar@co.hidalgo.tx.us; rene.ramirez@hidalgocountyjudge.com; tony.pena@hidalgocountyjudge.com
Cc: josie.escalante@hchd.org
Subject:

Marty,
I just wanted to send you a quick note for you and your team to consider the up and coming issue with debris removal. The flooding will increase the request for assistance from the residents in the flooded areas to remove their household items which have been damaged. The overall goal is to prevent any public health concerns; in addition, like the Judge says "lets stay ahead of this event, and do some forward thinking". Therefore, I would appreciate if you all can take the lead on this potential issue. I also feel that the Precincts may be able to help with this, but I know that some of the household items are not accepted at our dump.

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
956-383-8858 Office
eddie.olivarez@hchd.org
Twitter.com/hidalgohealth

LIST OF CITIES ASSISTED BY HIDALGO "HURRICANE DOLLY"

CITY	MAYOR / CITY MANAGER	ADDRESS	TELEPHONE
Alton	Mayor Salvador Vela City Manager: Jorge Arcaute	509 S. Alton Blvd. Alton, Texas 78573	956-532-0760
Donna	Mayor David Simmons City Manager: Oscar Cuellar	307 E. 12th Street Donna, Texas 78537	956-464-3314
Edcouch	Mayor Robert Schmalzried City Manager: P.R. Avila	211 Southern Street P.O. Box 100 Edcouch, Texas 78538	956-262-2140
Isa	Mayor Senovio Castillo City Manager: Mike Mesa	P.O. Box 427 Elsa, Texas 78543	956-262-2127
Granjeno	Mayor Vicente Garza., Jr.	6603 So. FM 494 Mission, Texas 78572	956-519-7662
La Joya	Mayor William "Billy" Leo City Manager: Mike Alaniz	P.O. Box H La Joya, Texas 78560	956-581-7002
La Villa	Mayor Hector Elizondo City Manager: Javier Rodriguez	P.O. Box 60 La Villa, Texas 78562	956-262-2122
Mercedes	Mayor Joel Quintanilla City Manager: Ricardo Garcia	400 So. Ohio Street P.O. Box 837 Mercedes, Texas 78570	956-565-3114
Mission	Mayor Norberto Salinas City Manager: Julio Cerda	1201 E. 8th Street Mission, Texas	956-580-8662
Palmhurst	Mayor Ramiro J. Rodriguez, Jr. City Manager: Lori A. Lopez	4417 N. Shary Road Palmhurst, Texas 78573	956-583-8697
Palmview	Mayor Jorge Garcia City Manager: Johnn V. Alaniz	400 W. Veterans Blvd. Palmview, Texas 78572	956-432-0300
Penitas	Mayor Marcos Ochoa City Administrator: Juan Ortiz	P.O. Box 204 Penitas, Texas 78576	956-581-3346
Pharr	Mayor Leo "Polo" Palacios, Jr. City Manager: Fred Sandoval	118 S. Cage Blvd. P.O. Box 1729 Pharr, Texas 78577	956-702-5335
Progreso	Mayor Omar Vela City Administrator: Alfredo Espinosa	P.O. Box 699 Progreso, Texas 78579	956-565-0241
Progreso Lakes	Mayor O.D. Emery	631 Lakeway Drive P.O. Box 760 Progreso Lakes, Texas 78579	956-565-3602
San Juan	Mayor Pedro Contreras City Manager: J.J. Rodriguez	709 South Nebraska Ave. San Juan, Texas 78589	956-702-6400
Sullivan	Mayor Rosendo Benavides City Manager: Rolando Gonzalez	P.O. Box 249 Sullivan, Texas 78595	956-485-2828

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 3:52 PM
To: 'Evangelina Garcia'
Subject: FW: Debris Removal- Request for Services - Notice to Proceed - Plan of Action-Hurricane Alex

Ms. Vangie, Please attach this e-mail to the item you did earlier. Thanks, Marty

---

From: Rob Ray [mailto:rray@ashbritt.com]
Sent: Thursday, August 05, 2010 2:20 PM
To: Martha Salazar
Cc: Judge Rene Ramirez (Hidalgo County, TX); Adrian Parker; Ochoa, Lorie (Hidalgo County, TX); Randy Perkins; John Noble; Dow Knight; Jared Moskowitz
Subject: RE: Debris Removal- Request for Services - Notice to Proceed - Plan of Action-Hurricane Alex

Martha,

Adrian Parker will be in attendance representing AshBritt at the CC meeting on August 10th. Thank you very much for the update.

Regards,

Rob Ray
Vice President
AshBritt, Inc.
www.ashbritt.com
Office: 954-545-3535
Cell: 954-868-9502
Efax: 954-301-2425
Email: rray@ashbritt.com

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 2:47 PM
To: lorie.ochoa@co.hidalgo.tx.us; Rob Ray; 'Phil Ivey'; cthomas@BeckDR.com
Cc: 'Rene Ramirez'; ac.cuellar@co.hidalgo.tx.us; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; raul.lozano@co.hidalgo.tx.us; 'Humberto Garza'; yoli.cisneros@co.hidalgo.tx.us; mona.parras@co.hidalgo.tx.us; mingo.villarreal@co.hidalgo.tx.us; gloria.beltran@co.hidalgo.tx.us; valde.guerra@co.hidalgo.tx.us; raul.silguero@co.hidalgo.tx.us; rey.salazar@co.hidalgo.tx.us; 'Tony Pena'
Subject: Debris Removal- Request for Services - Notice to Proceed - Plan of Action-Hurricane Alex
Importance: High

Ms. Lorie:
You ask (on behalf of Comm. Palacios) if the County is ready to commence debris removal services Commissioner's Court has taken action to re-activate Ashbritt in anticipation and preparation for commencement of debris removal services to flood areas due to Alex once receding waters permit the implementation of an over-all plan to accomplish the task. I am placing an item on next week's agenda to discuss and approve issues related to debris removal including, but not limited to:
1) Approval of a plan from the contractor (Ashbritt) on how best to approach the task such as:

a) Where and When to start, identifying the affected areas- (i.e. unincorporated areas, cities' request for assistance under LRGVDC Mutual Aid Agreements, use of County resources along with Ashbritt or Ashbritt only?)

b) Notice to residents to place debris on right of way;

c) Length of time that will be permitted to accomplish task as flood water may not recede at same rate in affected areas;

d) Notice to Proceed to Ashbritt;

2) Monitoring services coordination between Ashbritt and BDR;
3) Fiscal impact issues regarding assistance to cities under LRGVDC Mutual Aid Agreement;
4) Other related items/issues;

We are requesting information from Mr. Tony Pena on affected areas (both unincorporated as well as incorporated) so as to provide to our contractors.

If you need additional items added to this agenda item, please advise?
Thanks,
Marty
PS Both Ashbritt and BDR are advised to attend CC meeting on Tuesday, August 10, 2010.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 S. Bus Hwy 281
Edinburg, Tx 78539
956-292-7000 Ext 4862
956-318-2629 Fax
martha.salazar@co.hidalgo.tx.us

Cris Villarreal

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 06, 2010 12:02 PM
To: 'Cris Villarreal '
Subject: FW:

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 3:47 PM
To: 'Tony Pena'; 'Darlene Betancourt'; 'rey.salazar@co.hidalgo.tx.us'
Subject: RE:

Thanks Tony! Can you provide us with the map? I would like to have as an attachment to CC agenda item.
Marty

From: Tony Pena [mailto:tony.pena@hidalgocountyjudge.com]
Sent: Thursday, August 05, 2010 3:24 PM
To: Martha Salazar; Darlene Betancourt; rey.salazar@co.hidalgo.tx.us
Subject: RE:

Ms. Marty, I understood. We have a map of all affected areas, (where there might be debris), and a map of all pumping locations. Mostly all areas are now accessible for debris removal with the exception of one. I have a community on South "I" road – south of Military road that is still has river water flowing (with a strong current) through it and we have not been able to access it. The area south of military road in Havana, is almost accessible, as the river water is now starting to recede, but the entire area is still not accessible. Let me obtain the maps and forward them to y'all electronically, and have some produced. I have received calls today from both BDR and Ash-Britt, making inquiries as to a potential start date. I have referred them to you all for the start dates. I will provide maps for them as well so that their "advance-party" personnel can scout those areas.
Tony

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 3:16 PM
To: 'Darlene Betancourt'; Tony Pena; rey.salazar@co.hidalgo.tx.us
Subject: RE:
Importance: High

Hi Tony:
More specifically, Tony, we need a list (if one exists) of the cities and/or communities that will need debris removal services due to Alex flooding. I did not make myself very clear to Darlene.
Thanks,
Marty

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 2:50 PM
To: tony.pena@hidalgocountyjudge.com; rey.salazar@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us
Subject:

Good Afternoon Tony:

As you maybe aware, Hidalgo County, along with 19 other TX. counties, has recieved the presidential disaster declaration, which will allow Hidalgo County to recieve federal assistance related to our flooding issues within the past month, however, in order to commence the activation (upon Commissioners' Court approval) of the Debris Removal Contactor, additional information from your office is required such as:

- A list of incorporated/unincorporated cities that may require Hidalgo County's assistance through the LRGVDC Mutual Aid Agreement.

Should you have any questions regarding this matter, do not hesitate to contact Marty or myself.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626 Fax 956 292-7612

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-415-00-115-082-0-334	HURRICANE ALEX-ARCH & ENG SRV	25,852.46	.00	.00	.00	25,852.46	.00
0-1100-415-00-115-082-0-350	HURRICANE ALEX-OTHER SERVICES	2,623,015.00	608,000.00	.00	.00	2,015,015.00	23.18
0-1100-415-00-115-082-0-431	HURRICANE ALEX-BLDG&OTHR STRUC R&M SRV	71.10	.00	.00	.00	71.10	.00
0-1100-415-00-115-082-0-432	HURRICANE ALEX-EQUIP&VEH R&M SRV	750.00	535.16	.00	.00	214.84	71.35
0-1100-415-00-115-082-0-442	HURRICANE ALEX-EQUIP & VEHICLE RENTALS	38,466.90	.00	.00	.00	38,466.90	.00
0-1100-415-00-115-082-0-605	HURRICANE ALEX-CLOTHING & UNIFORMS	2.82	.00	.00	.00	2.82	.00
0-1100-415-00-115-082-0-609	HURRICANE ALEX-AGRI & LANDSCAPING SUPPL	27,996.06	.00	.00	.00	27,996.06	.00
0-1100-415-00-115-082-0-613	HURRICANE ALEX-SAFETY SUPPLIES	66,086.64	.00	.00	.00	66,086.64	.00
0-1100-415-00-115-082-0-626	HURRICANE ALEX-GASOLINE/DIESEL	6,680.65	.00	.00	.00	6,680.65	.00
0-1100-415-00-115-082-0-630	HURRICANE ALEX-FOOD	7,047.29	1,112.20	.00	.00	5,935.09	15.78
0-1100-415-00-115-082-0-664	HURRICANE ALEX-OTHER MINOR EQUIPMENT	26,497.77	.00	.00	.00	26,497.77	.00
0-1100-415-00-115-082-0-671	HURRICANE ALEX-BLDG&OTHR STRUC R&M SUPPL	6,442.06	.00	.00	.00	6,442.06	.00
0-1100-415-00-115-082-0-672	HURRICANE ALEX-EQ&VEH R&M SUPPLIES	2,855.13	.00	.00	.00	2,855.13	.00
0-1100-415-00-115-082-0-673	HURRICANE ALEX-R&B R&M SUPPLIES	20,666.26	20,000.00	.00	.00	666.26	96.78
0-1100-415-00-115-082-0-679	HURRICANE ALEX-OTHER R&M SUPPLIES	16,301.72	.00	.00	.00	16,301.72	.00
0-1100-415-00-115-082-0-748	HURRICANE ALEX-OTHER EQUIPMENT	131,203.51	.00	.00	.00	131,203.51	.00
0-1100-415-00-115-082-0-855	HURRICANE ALEX-LATE FEES,PENALTIES & FIN	64.63	.00	.00	.00	64.63	.00
082		**3,000,000.00**	**629,647.36**	**.00**	**.00**	**2,370,352.64**	**20.99**

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 13, 2010 12:24 PM
To: 'Evangelina Garcia'; 'Leticia Saenz'
Cc: darlene.betancourt@co.hidalgo.tx.us; oscarg.garza@co.hidalgo.tx.us
Subject: FW: Debris Damage Assessment 8.10.10
Attachments: Hidalgo Debris Assessment August 10.pdf

Importance: High

Ms. Vangie:
Would you please print the e-mail and attachment and send to Angela to attach to agenda item on Hurricane Alex.
Thanks,
Marty
PS Keep for files

From: Corey Thomas [mailto:cthomas@BeckDR.com]
Sent: Friday, August 13, 2010 11:20 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: BDR: Debris Damage Assessment 8.10.10

Marty,

The Debris Damage Assessment is attached. As of Tuesday, it was estimated that fewer than 1,000 CY of debris existing on the right of way. A break-down by precinct with estimates of Vegitative and C&D (Construction and Demolition) debris is included in the report.

If you have any questions or would like to meet to discuss this prior to Commissioner's Court, please contact me at any time.

Thank you,
Corey

Corey Thomas

Consultant

Financial Recovery Services

Beck Disaster Recovery, Inc.

2301 Lucien Way, Suite 120, Maitland, Fl 32751
cell 321.246.8420 ***fax*** 954.827.0556

www.beckdr.com

Hidalgo County | TX

Hurricane Alex I FEMA DR-1931
Debris Assessment

BDR An SAIC Company

Precinct I

Precinct Status

Site	Veg	CD	TOTAL
N. Gonzalez & Gonz.	10	0	10
Mile 5 N, West of 1015	0	0	0
Mile 6W & San Vincente	6	0	6
Baker Rd. off Catarina	46	1	47
San Rafael and 13 1/2 Mile	0	0	0
15 North, Mile 4 W	0	0	0

TOTAL CUBIC YARDS: 63

Precinct II

Precinct Status

Site	Veg	CD	TOTAL
Seminole Valley	0	0	0
Silverado/Minnesota	0	0	0
El Jay Subdivision	39	17	56
Northside Village	33	15	48
Coy Dr., El Dora	0	0	0
E. of Tower on Minnesota	20	21	41
Village Circle on El Gato	12	20	32
NE Minn. & Cesar Chavez	10	0	10
West of Alamo on Sioux	11	0	11
East of Tower on Sioux	36	9	45
N Sioux on Cesar Chavez	18	2	20
Tower Rd. and Owassa	0	0	0
Dicker Rd. and St. Maria	20	0	20
E of Tower on Nebraska	52	5	57

TOTAL CUBIC YARDS: 340

Precinct III

Precinct Status

Site	Veg	CD	TOTAL
City of La Joya			
Perales-Martinez area	250	250	500

TOTAL CUBIC YARDS: 500

Precinct IV

Precinct Status

Site	Veg	CD	TOTAL
NO IDENTIFIED DEBRIS	0	0	0

TOTAL CUBIC YARDS: 0

NOTES:

Precinct 1:
Visited all affected areas with Oscar Garcia from precinct. No additional data, all debris identified above.

Precinct 2:
Per Email from Manuel Casas received 8/10/10, identifed areas above. All areas included in estimate.

Precinct 3:
Mission RV Park on Chimney Rd.: 46 affected mobile homes, private property is not FEMA eligible.
Per conversation with Domingo Villarreal from precinct - no debris identified.

Precinct 4:
No debris as per Commissioner Garza in 8/10/10 Commissioner's Court.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-415-00-115-082-0-334	HURRICANE ALEX-ARCH & ENG SRV	25,852.46	.00	.00	.00	25,852.46	.00
0-1100-415-00-115-082-0-350	HURRICANE ALEX-OTHER SERVICES	2,623,015.00	828,000.00	.00	.00	1,795,015.00	31.57
0-1100-415-00-115-082-0-431	HURRICANE ALEX-BLDG&OTHR STRUC R&M SRV	71.10	.00	.00	.00	71.10	.00
0-1100-415-00-115-082-0-432	HURRICANE ALEX-EQUIP&VEH R&M SRV	750.00	535.16	.00	.00	214.84	71.35
0-1100-415-00-115-082-0-442	HURRICANE ALEX-EQUIP & VEHICLE RENTALS	38,466.90	.00	.00	.00	38,466.90	.00
0-1100-415-00-115-082-0-605	HURRICANE ALEX-CLOTHING & UNIFORMS	2.82	.00	.00	.00	2.82	.00
0-1100-415-00-115-082-0-609	HURRICANE ALEX-AGRI & LANDSCAPING SUPPL	27,996.06	.00	.00	.00	27,996.06	.00
0-1100-415-00-115-082-0-613	HURRICANE ALEX-SAFETY SUPPLIES	66,086.64	.00	.00	.00	66,086.64	.00
0-1100-415-00-115-082-0-626	HURRICANE ALEX-GASOLINE/DIESEL	6,680.65	.00	.00	.00	6,680.65	.00
0-1100-415-00-115-082-0-630	HURRICANE ALEX-FOOD	7,047.29	1,112.20	.00	.00	5,935.09	15.78
0-1100-415-00-115-082-0-664	HURRICANE ALEX-OTHER MINOR EQUIPMENT	26,497.77	.00	.00	.00	26,497.77	.00
0-1100-415-00-115-082-0-671	HURRICANE ALEX-BLDG&OTHR STRUC R&M SUPPL	6,442.06	.00	.00	.00	6,442.06	.00
0-1100-415-00-115-082-0-672	HURRICANE ALEX-EQ&VEH R&M SUPPLIES	2,855.13	.00	.00	.00	2,855.13	.00
0-1100-415-00-115-082-0-673	HURRICANE ALEX-R&B R&M SUPPLIES	20,666.26	20,000.00	.00	.00	666.26	96.78
0-1100-415-00-115-082-0-679	HURRICANE ALEX-OTHER R&M SUPPLIES	16,301.72	.00	.00	.00	16,301.72	.00
0-1100-415-00-115-082-0-748	HURRICANE ALEX-OTHER EQUIPMENT	131,203.51	.00	.00	.00	131,203.51	.00
0-1100-415-00-115-082-0-855	HURRICANE ALEX-LATE FEES,PENALTIES & FIN	64.63	.00	.00	.00	64.63	.00
082		**3,000,000.00**	**849,647.36**	**.00**	**.00**	**2,150,352.64**	**28.32**

AI-22505 **25.A.6.**

County-wide Security Services

CC REGULAR

Date:	08/17/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise a sealed procurement for: Security Services (on an as needed basis) for County-owned structures, buildings, parks, equipment or facilites including approval to base the procurement packet to follow the current specifications under security services for County-owned parking areas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Advertising budget is addressed in account number detailed. Services budget (when bid award is made) will need to be addressed.
Only advertising exp. required at this time.
$75.75 available balance as of 08/13/10. rc

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Advertising budget is addressed in account number detailed. Services budget (when bid award is made) will need to be addressed.

Attachments

Link: exp report sec. services

Link: draft specifications

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/13/2010 04:06 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 04:13 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2010 04:26 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Marty Salazar

Started On: 08/13/2010 03:16 PM

Final Approval Date: 08/13/2010

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-003-001-0-350	139TH DC-OTHER SERVICES	500.00	.00	.00	.00	500.00	.00
0-1100-414-00-130-001-0-350	ELECTIONS DEPT-OTHER SERVICES	2,839.41	.00	.00	.00	2,839.41	.00
0-1100-415-00-115-002-0-350	CO WIDE ADM-OTHER SERVICES	256,547.50	67,098.59	173,692.33	173,692.33	15,756.58	93.86
0-1100-415-00-115-082-0-350	HURRICANE ALEX-OTHER SERVICES	2,623,015.00	828,000.00	.00	.00	1,795,015.00	31.57
0-1100-415-15-140-001-0-350	TAX OFF-OTHER SERVICES	50,000.00	6,430.20	9,002.28	9,002.28	34,567.52	30.86
0-1100-415-15-140-002-0-350	TAX OFF LOCK BOX SRV-OTHER SERVICES	40,000.00	.00	10,609.25	10,609.25	29,390.75	26.52
0-1100-415-16-150-001-0-350	CO TREASURER-OTHER SERVICES	2,900.00	1,071.70	1,572.38	1,572.38	255.92	91.18
0-1100-415-18-160-001-0-350	PURCHASING-OTHER SERVICES	11,000.00	5,178.00	5,178.00	5,178.00	644.00	94.15
0-1100-415-21-170-001-0-350	CO AUDITOR-OTHER SERVICES	1,000.00	.00	865.00	865.00	135.00	86.50
0-1100-415-40-180-001-0-350	CO CLERK-OTHER SERVICES	3,000.00	1,500.38	1,286.04	1,286.04	213.58	92.88
0-1100-419-40-220-001-0-350	FACILITIES MGMT-OTHER SERVICES	2,000.00	.00	175.00	175.00	1,825.00	8.75
0-1100-419-60-115-026-0-350	MAILING SERVICES-OTHER SERVICES	40,000.00	15,195.08	24,804.92	24,804.92	.00	100.00
0-1100-421-00-115-011-0-350	CO WIDE LAW ENF-OTHER SERVICES	55,000.00	22,916.65	32,083.31	32,083.31	.04	100.00
0-1100-421-00-280-001-0-350	SHERIFF-OTHER SERVICES	4,000.00	1,510.00	2,130.00	2,130.00	360.00	91.00
0-1100-423-60-330-002-0-350	JUV PROB-OTHER SERVICES	55,000.00	.00	53,709.58	53,709.58	1,290.42	97.65
0-1100-432-00-121-001-0-350	PCT1 SANITATION-OTHER SERVICES	398,612.87	18,287.16	253,700.34	253,700.34	126,625.37	68.23
0-1100-441-00-340-001-0-350	HEALTH ADM-OTHER SERVICES	3,000.00	1,027.20	1,291.60	1,291.60	681.20	77.29
0-1100-441-00-340-003-0-350	HEALTH CLINICS-OTHER SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-444-00-240-001-0-350	HUMAN SERVICES-OTHER SERVICES	1,945.00	1,372.50	572.50	572.50	.00	100.00
0-1100-452-00-121-013-0-350	PCT1 PARKS-OTHER SERVICES	15,350.00	5,750.00	4,600.00	4,600.00	5,000.00	67.43
0-1100-452-00-122-008-0-350	PCT2 PARKS-OTHER SERVICES	20,798.64	198.96	.00	.00	20,599.68	.96
0-1100-461-00-115-036-0-350	PREDATORY ANIMALS-OTHER SERVICES	26,400.00	13,200.00	13,200.00	13,200.00	.00	100.00
0-1100-461-00-115-038-0-350	HUMANE SOCIETY-OTHER SERVICES	400,000.00	66,666.66	233,333.31	233,333.31	100,000.03	75.00
0-1211-452-00-121-013-0-350	PCT1 PARKS-OTHER SERVICES	3,450.00	.00	3,450.00	3,450.00	.00	100.00
0-1212-452-00-122-008-0-350	PCT2 PARKS-OTHER SERVICES	1,701.36	.00	1,701.36	1,701.36	.00	100.00
0-1227-421-00-280-005-0-350	SHRF INVESTIG HB65-OTHER SERVICES	5,000.00	.00	.00	.00	5,000.00	.00
0-1237-415-40-180-003-0-350	CC REC MGMT-OTHER SERVICES	30,000.00	16,800.00	12,000.00	12,000.00	1,200.00	96.00
0-1238-412-00-090-003-0-350	DC COUNTY REC MGMT-OTHER SERVICES	239,456.35	94,552.00	139,602.00	139,602.00	5,302.35	97.79

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1247-412-50-100-001-0-350	LAW LIBRARY-OTHER SERVICES	3,500.00	.00	.00	.00	3,500.00	.00
0-1254-412-00-270-014-0-350	HIDTA US JUSTICE-OTHER SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
0-1284-421-00-280-037-0-350	OCDE-OTHER SERVICES	800.00	800.00	.00	.00	.00	100.00
0-1293-441-00-340-042-0-350	CPS/PHER-OTHER SERVICES	55,500.00	.00	.00	.00	55,500.00	.00
0-1294-423-00-330-016-0-350	DONNA ISD-OTHER SERVICES	113,760.00	.00	8,927.00	8,927.00	104,833.00	7.85
0-1294-423-00-330-017-0-350	LA JOYA ISD-OTHER SERVICES	66,603.00	.00	38,078.00	38,078.00	28,525.00	57.17
0-1294-423-00-330-018-0-350	TJPC-P-2010 JJAEP-OTHER SERVICES	443,882.00	.00	356,527.00	356,527.00	87,355.00	80.32
0-1294-423-00-330-019-0-350	MCALLEN ISD-OTHER SERVICES	18,499.00	.00	8,532.00	8,532.00	9,967.00	46.12
0-1294-423-00-330-020-0-350	PSJA ISD-OTHER SERVICES	56,417.00	.00	28,519.00	28,519.00	27,898.00	50.55
0-1294-423-00-330-021-0-350	SHARYLAND ISD - OTHER SERVICES	29,546.00	.00	7,900.00	7,900.00	21,646.00	26.74
0-1294-423-00-330-023-0-350	ECISD-OTHER SERVICES	40,736.00	.00	10,665.00	10,665.00	30,071.00	26.18
0-1294-423-00-330-024-0-350	EDCOUCH-ELSA ISD-OTHER SERVICES	14,200.00	.00	3,713.00	3,713.00	10,487.00	26.15
0-1294-423-00-330-025-0-350	MISSION ISD-OTHER SERVICES	47,676.00	.00	13,193.00	13,193.00	34,483.00	27.67
0-1294-423-00-330-027-0-350	JJAEP DISCRETIONARY-OTHER SERVICES	15,522.14	.00	15,522.14	15,522.14	.00	100.00
0-1294-423-00-330-039-0-350	MONTE ALTO ISD-OTHER SERVICES	7,110.00	.00	.00	.00	7,110.00	.00
0-1294-423-00-330-040-0-350	HIDALGO ISD-OTHER SERVICES	14,062.00	.00	.00	.00	14,062.00	.00
0-1294-423-00-330-041-0-350	MERCEDES ISD-OTHER SERVICES	32,000.00	.00	3,555.00	3,555.00	28,445.00	11.11
0-1294-423-00-330-043-0-350	VALLEY VIEW ISD-OTHER SERVICES	7,754.00	.00	7,754.00	7,754.00	.00	100.00
0-1294-423-00-330-052-0-350	TJPC-C-2008 - OTHER SERVICES	255,500.00	.00	204,871.68	204,871.68	50,628.32	80.18
0-1295-423-00-330-028-0-350	WESL B/C-OTHER SERVICES	1,000.00	.00	.00	.00	1,000.00	.00
0-1297-423-00-320-002-0-350	BASIC SUPERVISION-OTHER SERVICES	116,977.79	15,126.70	71,523.17	71,523.17	30,327.92	74.07
0-1297-423-00-320-009-0-350	TAIP-OTHER SERVICES	101,744.00	7,998.00	93,746.00	93,746.00	.00	100.00
0-1297-423-00-320-014-0-350	DRUG CRT-OTHER SERVICES	65,058.00	32,636.00	32,422.00	32,422.00	.00	100.00
0-2201-415-00-115-010-0-350	HEALTH BENEFITS TPA&STP LOSS-OTHER SERV	1,500,000.00	.00	646,280.65	646,280.65	853,719.35	43.09
0-2202-419-50-115-066-0-350	CLAIMS SERVICING-OTHER SERVICES	300,000.00	.00	120,000.00	120,000.00	180,000.00	40.00

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS

SECURITY SERVICES FOR HIDALGO COUNTY
RFB NO:

COUNTY OF HIDALGO
REQUEST FOR BID
"SECURITY SERVICES HIDALGO COUNTY"
RFB NO:

OVERVIEW:

The County of Hidalgo is seeking qualified contractor(s) to furnish **Security Services** for RFB-HIDALGO COUNTY. Services will be required Monday-Sunday, hours will be determined by location and on an as needed basis.

There will be a **"Pre-Bid Meeting"** scheduled for Wednesday,_____, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday,_____. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO.
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

NON-DISCRIMINATION

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

SIGNING OF BIDS

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

CONTENTS
The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
To render Security Services on an as needed basis for Hidalgo County owned property, including but not limited to structures, buildings, parks and other facilities within Hidalgo County. Hidalgo County will direct and inform the potential awarded vendor of the locations/sites/schedules that will need the security services to be rendered. Hidalgo County has the option to add or delete additional sites and/or locations.

BIDDER'S REQUIREMENTS/SCHEDULE
a) Security Officers will be required to provide security services at the direction of Hidalgo County of this project. Services will be as scheduled by Hidalgo County Mondays – Sunday on an as needed basis.

b) Security Services to include patrolling of such if requested.

c) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

d) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

e) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

ADDITIONAL INFORMATION:
THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

REQUIRED CERTIFICATES AND SUBMITTAL
Proof of any certifications, licenses, permits registrations required by federal, state and local statue regulations and all required current insurances applicable to project.

SECURITY OFFICERS
Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

DURATION OF CONTRACT
1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

NUMBER OF COPIES TO BE SUBMITTED
Hidalgo County requires **one (1) original submittal and three (3) copies.**

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULES/LOCATIONS
Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo Count's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete parking locations throughout the contract term.

SELECTION PROCEDURES
The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE
Bids submitted must be on a **"PER HOURLY RATE PER DAY".**

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 day's written notice prior to cancellation.

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2009**.

METHOD OF AWARD
Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.

2. Ability to meet all requirements of the bid.

3. Competence, knowledge and experience of the security officers that will be providing the services.

HIDALGO COUNTY
"SECURITY SERVICES HIDALGO COUNTY"
RFB NO:

EXHIBIT "B" --- BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: **$**_____

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: **$**_____

PATROL UNIT: **$**_____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

AI-22499 **25.B.1.**

Requesting surveying services for Morningside Off-Site Drainage Project
CC REGULAR

Date:	08/17/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/Surveying Services;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of surveyors in connection with professional Surveying Services required for the Morningside Off-Site Drainage Project;

1. R. Gutierrez Engineering Corporation-Score 94- Rank ____;

2. CVQ Land Surveyors- Score 85- Rank _____;

3. Wilke Surveying, LLC- Score 20- Rank _____;

C. Authority for Purchasing Department to negotiate a professional services contract with the No.1 ranked firm of _____ for the provision of Surveying Services required for the Morningside Off-Site Drainage Project.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding will determined when contract is negotiated and finalized.

Attachments

Link: Scoring Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 04:14 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 04:17 PM	APRV
3	Roland Garcia	Rolando Garcia	08/13/2010 04:47 PM	APRV

4	Auditor's Office	08/13/2010 05:10 PM	NEW
Form Started By: Rocio Villarreal		Started On: 08/13/2010 02:08 PM	
Final Approval Date: 08/13/2010			

HIDALGO COUNTY PRECINCT NO 2

FOR

Surveying Services

Morningside Off-Site Drainage Project

Scoring & Evaluation GRID

Surveying Services

Total Scores	R. Gutierrez Engineering Corporation	CVQ Land Surveyors	Wilkie Surveying, LLC
Scores	94	85	20
RANKING			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-22450 **25.C.1.**

Emergency Ambulance Services in Unincorporated Areas within Precinct 3 CC REGULAR

Date:	08/17/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting approval of final negotiated contract with the number one ranked vendor Pro Medic EMS for Hidalgo County Precinct 3-"Emergency Ambulance Services in Unincorporated Areas Within Precinct 3-RFP No. 2010-259-07-28-YZV

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-53-123-041-0-339

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

BUDGETARY IMPACT:

No budgetary impact, ambulance services are at no charge to county.

Attachments

Link: Participation Log

Link: Acceptance Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 06:34 AM	APRV
2	Budget & Management	Angela Garcia	08/13/2010 08:30 AM	APRV
3	Perla Lopez	Perla Lopez	08/13/2010 09:56 AM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Yolanda Velasquez Started On: 08/11/2010 03:32 PM

Final Approval Date: 08/13/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: JULY 28, 2010 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "AMBULANCE SERVICE IN UNINCORPORATED AREAS WITHIN PRECINCT 3

RFP NO.: 2010-259-07-28-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Trinity EMS	Phone	Sent via email by DHB Hcems_stxairmed@yahoo.com	7/13/10	956-309-6991 trinityemsinc@aol.com
2.Hidalgo County Emergency Medical Services	Email	pittmanflyman@yahoo.com YZV	7/14/10	2606 S. 10th Street McAllen, TX 78501 Tel: 686-1224
3.Med Care EMS	Email	mgilbert@medcare-ems.com YZV	7/14/10	1501 S. "K" Center McAllen, TX 78503 Tel: 661-4100
4.Vital Line	Email	Edlr36@yahoo.com YZV	7/14/10	221 E. Wisconsin Rd Edinburg, TX 78539 Tel: 383-5517
5.Valley EMS	Email	apena@valleyems.com YZV	7/14/10	1615 S. Closner Edinburg, TX 78539 Tel: 381-1882
6. PRO-MEDIC EMS	EMAIL	jjpena2005@aol.com YZV	7/14/10	1000 E. EXPWY 83 SAN JUAN, TX 78589 TEL: 782-9886
7.				
8.				
9.				
10.				
11.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – PRECINCT 3

BID OPENING DATE: JULY 28, 2010 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3"

BID NO: 2010-259-07-28-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT OF RECEIPT OF RFP RESPONSE
#1	**Hidalgo County EMS** **McAllen, Texas**	√
#2	**Pro Medic EMS** **Alamo, Texas**	√
#3		
#4		
#5		
#6		
#7		
#8		

AI-22354 **25.C.2.**

Award/Garbage Collection At Los Ebanos Pavilion
CC REGULAR

Date:	08/17/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Award of bid and approval of contract to sole bidder meeting all specifications/requirement as attached hereto for: Hidalgo County Precinct 3-"Garbage Collection At Los Ebanos Pavilion" RFB No.: 2010-244-07-21-SGS.

BACKGROUND

1.Contract to commence upon approval of Commissioner's Court.
2. Recommended vendor is "BFI Waste Services of Texas dba Allied Waste Services of Rio Grande.
3. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-123-008-0-421

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

BUDGETARY IMPACT:

Funding Source Precinct No. 3:

0-1100-452-00-123-008-0-421 $ 1,340.00 as of 08/11/10

Attachments

Link: Letter of Recommendation, tabulation etc.

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 06:22 AM	APRV
2	Budget & Management	Angela Garcia	08/13/2010 08:29 AM	APRV
3	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Sandy Suarez Started On: 08/05/2010 09:19 AM

Final Approval Date: 08/13/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: **Sergio H. Saenz**, Park Director
Hidalgo County Precinct No. 3

ATTN: Elva Borrego, A/P Clerk

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: August 06, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-244-07-21-SGS-Hidalgo County Precinct No. 3-
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

We have received one (1) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, August 09, 2010 @ 3:00 p.m.** to be able to present to Commissioner's Court **on August 24, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. Via **fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Allied Waste Services	Low bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1100-52-40-525-005-0-121

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Ivo M. Elias	Precinct #3	8-6-10

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3		
BID OPENING DATE: 07/21/10	**BID OPENING TIME: 9:30 A.M.**	
DESCRIPTION OF BID: "GARBAGE COLLECTION AT LOS EBANOS PAVILION "		
BID NO: 2010-244-07-21-SGS		**BUYER: SANDY SUAREZ**
NAME OF COMPANY/ LOCATION SITE **SOLE BIDDER**	**WEEKLY COST/ADDITION'L FEES**	**TOTAL MONTHLY COST**
Allied Waste Services **½ Mi East of FM 793, Mile 12 N.** **Donna, TX. 78537**		**$ 110.00**
COST FOR LAND FILLING (TIPPNG CHARGES) OR ANY ADDITIONAL CHARGES (Please Specify)	$_____ / PER TON $_____ ADD/FEES	$_____ / PER TON **INCLUDED ABOVE** $_____ ADD/FEES
Total Cost:		**$ 110.00 - All additional costs included**

IN THE EVENT OF AN EMERGENCY

CATAGORIES OF WASTE/ OR WASTE STORAGE	ACCEPTABLE	NON-ACCEPTABLE	SPECIAL RATES	PARTICIPATES
1) Construction Debris	X		$ **Minimal** CND- N/C	**Allied Waste Serv.**
2)Furniture/ Mattress *	X		* $ 233.00 per hauling $ 30.00 per ton $ 0.00 per rental	
3) Flammable / Hazardous Materials		X	$	
4) Batteries		X	$	
5) White Goods Transported To Metal Recycle **	X		** $ 300.00 per haul	

Comments: **Large** remodeling or new building construction debris (CND) - will require a 30 yd open top container. Prices to reflect Furniture/mattress as listed above. *

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: July 21, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 3–GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO: 2010-244-07-21-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Allied Waste(BFI) Service Attn: Jon Deicla & Steve Napoli	E-mail	Sandy Suarez	07/06/10	9402 W. Expressway 83, Harlingen, Texas 78552 956-423-7316 Jdeicla@republicservices.com & snapoli@republicservices.com
2. ABC Waste Attn: Norma Escobar	Facsimile	Sandy Suarez	07/06/10	1222 N. Closner Blvd. Edinburg, Texas 78539 P#956-316-0333 F# 956-316-0113 normae@wasteconnections.com
3. Allied Waste(BFI) Service Attn" Rey Alegria	E-mail/ IP	Sandy Suarez	07/12/10	9402 W. Expressway 83, Harlingen, Texas 78552 956-423-7316 ralegria@republicservices.com
4.	E-mail	Sandy Suarez	07/00/10	
5.	E-mail	Sandy Suarez	07/00/10	
6.				
7.				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-244-08-17

THIS CONTRACT is made and entered into this 17th day of **August , 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **BFI Waste Services of LP dba Allied Waste Services of Rio Grande** a Delaware Limited Partnership. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Garbage Collection at Los Ebanos Pavilion"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 3**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 17, 2010** and ending **August 16, 2011** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

submitted by Company.

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

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

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

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

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

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**BFI Waste Services of Texas LP dba** **Allied Waste Services of Rio Grande** **Attn: Reynaldo Alegria, Sales Representative** **9402 W. Expressway 83** **Harlingen, Texas 78552**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_
By:_____
Printed Name:_____
Title:_____

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

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 06, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 3**
Request for Bids -**"GARBAGE COLLECTION AT LOS EBANOS PAVILION"**
Bid No: 2010-244-07-21-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
RFB NO: 2010-244-07-21-SGS

1. Request For Bid Letter, consisting of _1_ page.
2. Request for Bid, Legal Notice, consisting of _7_ pages.
3. Exhibit A Specifications, consisting of _5_ pages.
4. Exhibit B Bid Page, consisting of _3_ pages.
5. Exhibit C Insurance Requirements, consisting of _5_ pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of _2_ pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of _7_ pages
8. Certification Regarding Debarment, consisting of _2_ pages
9. Draft Service Agreement consisting of _9_ pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

07/06/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

BID OPENING DATE: JULY 21, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"**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-2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JULY 21, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 3
Sergio H. Saenz, Park Director
(956)585-5311

17. Schedule of Events:

Bid Opening, 9:30 AM	**JULY 21, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

Bid No. 2010-244-07-21-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of "garbage collection" from certified, licensed participates. Bidders will be required to collect; transport and dispose of solid waste (garbage) generated by Hidalgo County Precinct No. 3-Los Ebanos Pavilion. All collection services will be on an "**As Needed Basis**".

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. All solid waste (garbage) collections will be on an "**As Needed Basis**" only.
2. The department is in need of a one (1) day service per week.
3. Bidder will be required to provide one (1), eight (8) cubic yard bin (container) with lid.
4. Bidder must provide the name and location of landfill site to which the solid waste will be delivered and disposed of.
5. If bidder(s) is not the owner or operator of the landfill site, bidder must provide copies of all documents authorizing bidder(s) to properly dispose of solid waste is such landfill.
6. The Bidder must present evidence that it possesses all federal, state and local permits necessary and proper to the conduct of a waste collection and disposal business.
7. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission (TNRCC) evidencing authorization for the disposal of solid waste. Bidder must be in compliance throughout the term of contract.
8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements for the transportation of solid waste materials through out the term of the contract.
9. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:
    a) Construction Debris
    b) Furniture/Mattress
    c) Flammable/Hazardous Materials
    d) Batteries
    e) White goods transported to metal recycle.
10. No household trash will be included. Tickets must be specially marked by disaster name.
11. Bidder should designate which categories of waste your firm can transport or accept for waste storage.
12. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event.

13. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
14. Cost for land filling will be on a per ton basis as listed on Bid page form. (Exhibit "B").
15. Bidder must provide proposed collection schedule.
16. Bidder must provide any additional fees, such as landfill charges, transportation etc.

Collection Site:

Hidalgo County Precinct No. 3
Los Ebanos Pavilion
Los Ebanos, TX. 78565

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional two (2) one (1) year terms, 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 for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to Multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items/locations during the term of the contract under the same rates, terms and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder will have been in business for at least two years.

11.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

12.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

13.) Each bidder further represents and warrants that there are not current pending legal or administrative proceedings relating to its conduct of a solid waste collection, transport of disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful bidder will notify the County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

14.) Bidder shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be granted all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

15.) Shipping and freight costs are to be net F.O.B. destination.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 14, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 16, 2010 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Shipping and freight cost will be F.O.B. destination.

LOCATION SITE: LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3				
CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE: **QUANITY:** ONE (1) CONTAINER **BIN SIZE:** 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)			**WEEKLY CHARGE/ ADDITIONAL FEES**	**TOTAL MONTHLY FEE**
			$	$
COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL CHARGES. (PLEASE SPECIFY)			$_____ / PER TON $_____ ADD/FEES	$_____ / PER TON $_____ ADD/FEES
PROPOSED COLLECTION DAY	COLLECTION DAY		COMMENTS:	
COPIES OF ALL PERMITS/LICENSES ENCLOSED	YES	NO		

LANDFILL SITE ADDRESS/LOCATION:

_____

_____

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:

_____

_____

_____

_____

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris			$
Furniture/ Mattress			$
Flammable / Hazardous Materials			$
Batteries			$
White Goods Transported To Metal Recycle			$

COMMENTS:_____

_____

_____

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servic (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendo Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be consider as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and val 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 HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
9:49a
7-21-2
Witnesse

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Shipping and freight cost will be F.O.B. destination.

LOCATION SITE: LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3		
CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE:	**WEEKLY CHARGE/ ADDITIONAL FEES**	**TOTAL MONTHLY FEE**
QUANITY: ONE (1) CONTAINER **BIN SIZE:** 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)	$	$ 110.00
COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL CHARGES. (PLEASE SPECIFY)	$_____ / PER TON $_____ ADD/FEES	$_____ / PER TON Included Above $_____ ADD/FEES

PROPOSED COLLECTION DAY	COLLECTION DAY		COMMENTS:
COPIES OF ALL PERMITS/LICENSES ENCLOSED	YES Yes	NO	

LANDFILL SITE ADDRESS/LOCATION: Bidder Owned / 1/2 mile East of FM 493 Mile 12 N. Donna,Tx. 78537

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:
Manifest provided at no charge.Documentation and Tracking will be through a signed sealed manifest document to the Generator

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris	X		$
Furniture/ Mattress *	X		$
Flammable / Hazardous Materials		X	$
Batteries		X	$
White Goods Transported To Metal Recycle **			$

COMMENTS: * $ 233.00 per haul, $ 30.00per ton, $ 0.00 per rental
** $ 300.00 per haul

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

TEXAS

BIDDER/COMPANY NAME: BFI Waste Services of LP,a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande

ADDRESS: 9402 W. Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Texas 78552

PHONE & FAX NUMBER: (800)423-7316, (956)428-2045

E-MAIL ADDRESS: ralegria@republicservices.com

CELLULAR NUMBER: (956)454-6916

AUTHORIZED SIGNATURE: R Alegria

PRINTED NAME: Reynaldo Alegria

TITLE: Sales Representative

DATE: 7/20/10

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2010

PRODUCER Phone: 818-662-4200 Fax: 877-297-9262
BB&T - Knight Insurance Services
535 North Brand Blvd., 10th Floor
Lic# 0619252
Glendale CA 91203

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
Republic Services Inc
(Named Insured Continued Below)
18500 N. Allied Way
Phoenix AZ 85054

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INS CO	16535
INSURER B: STEADFAST INS CO	26387
INSURER C: LEXINGTON INS CO	19437
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	GLO370304203	6/30/2010	6/30/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ $ 5,000,000 $ 5,000,000 $ 5,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP370304303	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ 0 $ 0
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	2214223/2214224	6/30/2010	6/30/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	EWT300304402	6/30/2010	6/30/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

"Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."
DIV 4863 Named Insured Includes BFI Waste Services of Texas, LP
The certificate is issued for BID Purpose only

See Attached...

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

CANCELLATION 10 Day Cancellation for Non-Payment

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
© 1988-2009 ACORD CORPORATION. All rights reserved
The ACORD name and logo are registered marks of ACORD

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

This Certificate of Insurance 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.

HIDALGO COUNTY is an Additional Insured, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

Republic Services Inc includes any subsidiary company as now formed or constituted, and any other company over which the Named Insured has active control so long as the Named Insured or any subsidiary company has an ownership interest of more than 50% of such company.

AI-22500 **25.D.1.**

HP Mini Notebook Laptops

CC REGULAR

Date:	08/17/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	Elections

Information

CAPTION

Requesting authority to purchase (61) HP Mini 311 Notebook Laptops through our membership/participation with (DIR) Department of Information Resource awarded vendor, Verizon Wireless contract DIR-SDD-604 for the Elections Department through requisition #179913 for the amount of $99.00/each (equipment) total of equipment $6,099.39 & 37.99/month each broadband laptop access for the total requisition amount of $13,051.56, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-414-00-130-010-8-532/601

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

BUDGETARY IMPACT:

req#179913 has available $13,051.56 for Verizon Wireless purchase.

Attachments

Link: Verizon Wireless Elections Dept.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 04:08 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 04:12 PM	APRV
3	Roland Garcia	Rolando Garcia	08/13/2010 04:39 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Matilde Faz Started On: 08/13/2010 02:12 PM

Final Approval Date: 08/13/2010

Requisition

Req # 00179913

PO #

Date: 08/05/10

Regular
22500
8/17/2010

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRY TRUJILLO
956-318-2570

Contract No: DIR-SDD-604

Special Instructions:
REQ # 150

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-604		
		DO NOT DUPLICATE ORDER		
61.00	EACH	HP MINI 311 NOTEBOOK LAPTOP	99.99	6,099.39
3.00	MONTH	BROADBAND ACCESS @ $37.99/PER LAPTOP	2,317.39	6,952.17
		Account No	Encumbrance	
		0-1283-414-00-130-010-8-532	6,952.17	
		0-1283-414-00-130-010-8-601	6,099.39	
			Freight	.00
			Total	13,051.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg # 179913

Phones & Devices

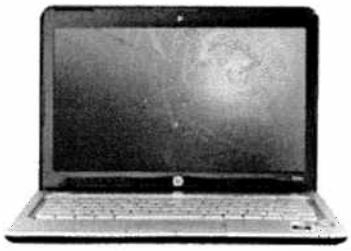
Shopping Cart

HP Mini 311-1037NR Netbook

★★★★ ? 131 Reviews | Write a Review

Back to All Phones

- View 360°
- View Size



Move your mouse to rotate the view

Pricing for: 2-yr Contract

Full Retail Price	$619.99
Price with 2yr contract	$199.99
Online Discount	-100.00
Your Price	**$99.99**

1

+ Add to Wish List

Existing Customers:

Req #179913

Details | Features | Accessories | Capabilities | Reviews

It' s ultra– portable. Lightweight. Less expensive than standard notebooks and functions on America's largest and most reliable 3G network. You can keep on top of business and stay informed and in touch when out of the office and even when out of the country! The HP Mini comes with **Genuine Windows® 7 Home Premium Operating System**, is **global capable***, features an **11.6"** display, **2GB** of RAM and **160GB** Hard Drive. It comes with **Altec Lansing Speakers,** a built–in **Web–cam with integrated digital microphone,** is **WiFI** and **Bluetooth capable.**

*Requires installation of SIM card and addition of GlobalAccess plan or feature to customer account for GSM roaming capability.
- Early Termination Fee $350 (1 yr/2 yr contracts)

Netbook Information

- **OS: Genuine Windows® 7 Home Premium Edition**
- Processor: Intel® Atom™ Processor N270
- **Processor Speed: 1.6GHz**
- **System Memory: 2GB RAM**
- **Storage Hard Drive: 160GB**
- **Mobile Broadband** and **Global**Access Service capable (SIM card provided separately)
- Radio/Frequency Bands: CDMA/1X/EV–DO Rev.A: 800/1900MHz; UMTS/HSPA: 850/1900/2100MHz; GSM/GPRS/EDGE: 850/900/1800/1900MHz
- 11.6" Diagonal HD LED BrightView Widescreen Display (1366x768)
- VZ Access Manager 7.0
- Bluetooth Capable
- WiFi: 802.11 b/g/n
- HP Webcam w/Integrated microphone
- Windows Media Player 11
- Adobe® Reader and Flash Player
- 5–in–1 integrated Digital Media Reader for SD, MultiMedia cards, Memory Stick, Memory Stick Pro or xD Picture Cards
- Audio: Altec Lansing Speakers
- Keyboard: 82–Key (92% Full size)
- Touch Pad with dedicated vertical Scroll Up/Down pad
- External Ports: 3 USB 2.0; 1 Headphone out/Microphone in combo jack; 1 HDMI; 1 RJ–45 (LAN); 1 VGA (15–pin)
- NVIDIA ION for Windows 7 with up to 895MB total graphics memory

Bluetooth®

- **Bluetooth Profiles Supported:** Headset, Hands-free, Serial Port, Dial Up Networking, Advanced Audio Distribution (Stereo), Audio/Vidual Remote Control, Object Exchange, File Transfer, Synchronization, Basic Imaging, Basic Printing, Generic Audio/Video Distribution, Audio/Visual Distribution, Human Interface Device, and Personal Area Network

Specifications

- Dimensions: 11.4" (W) x 8.03" (D) x 0.78–1.2–1.29" (H)
- Weight: 3.22 lbs.
- Power: 65W AC Adapter: 6–Cell Lithium–Ion Battery (usage up to 6.25 hrs w/Windows 7)
- Meets FCC SAR limit. Manufacturer's highest FCC reported SAR 0.074 W/kg on body. Actual SAR may vary. *For more information on Radio Frequency Emissions, see About Us — Wireless Issues.*

Other Information

- 1 Year Limited Hardware Warranty with Toll Free Support
- 1 Year Free Hardware Technical Support
- 30 Days Free Limited Software Support with Product Registration
- Wireless Phone Protection is Available

Matilde Faz

From: Renán Ramirez [renan@co.hidalgo.tx.us]
Sent: Friday, August 13, 2010 11:13 AM
To: matilde.faz@co.hidalgo.tx.us
Cc: 'yvonne ramon'; 'Veronica Lopez'
Subject: Verizon

Importance: High

Mati,

I have reviewed the proposal for Verizon for the Elections department and everything seems in order. As a matter of fact it is a very good promotional offer.

I very much approve of this purchase.

Thanks!

==========

Renán Ramirez
Chief Information Officer
Information Technology Department
Hidalgo County, Texas
M: 956.457.0792 / W: 956.289.7444
E: renan@co.hidalgo.tx.us
"I arise in the morning torn between a desire to improve the world and a desire to enjoy the world. This makes it hard to plan the day. " - E. B. White


Please refrain from printing this email unless completely necessary. Go Green!

verizon wireless

Summary of Quote for Data Services

For

Hidalgo County - Elections

August 5th, 2010

Donnie Avina
Government Accounts Manager
South Texas Markets

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS

Offer 1 (State of TX price plans)

verizon wireless

Cost Summary

- **61 Total Lines of Service**
  - ✓ Unlimited Mobile Broadband Plan - $37.99 per month
- **Unlimited Mobile Broadband**
  - ✓ 3G Network
  - ✓ Onsite support for deployment as needed
  - ✓ FREE activation
- **$1899.50 per month (ALL LINES)**
  - ✓ Discount built-in to State of TX plans
  - ✓ $37.99 average cost per line per month
- **Equipment costs: $99.99**
  - ✓ 61 HP Mini 311 - $6099.39

FREE value-added services

- ✓**Local field account management**
- ✓**Best, most-reliable network**
- ✓**Quarterly account/rate plan reviews**
- ✓**My Business Account online account management**
- ✓**Change rate plans at any time**
- ✓**On-site device support and training**
- ✓**Worry Free Guarantee**
- ✓**30-day satisfaction guarantee**
- ✓**Keep your existing numbers**
- ✓**Migration from your current wireless provider to VZW at your location(s)**
- ✓**25% discount for Texas government employees**

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS 2006

Offer Details

verizon wireless

Equipment

Equipment Model: HP Mini 311

Rate Plan: Unlimited Mobile Broadband - $37.99



Contract Details

- ✓One Year State of Texas - DIR Contract # DIR-SDD-604
- ✓No Early Termination Fees
- ✓No Suspension Fees
- ✓Back-up Assistant
- ✓Change rate plans at any time
- ✓On-site device support and training
- ✓Worry Free Guarantee
- ✓30-day satisfaction guarantee
- ✓Unauthorized usage prevention
  - ✓ Call restrictions (on some models)
  - ✓ Block text/picture messaging, downloads, etc.
- ✓Keep your existing numbers
- ✓e-Cycle trade-in program
- ✓Migration from your current wireless provider to VZW at your location(s)
- ✓25% discount for Texas government employees

CONFIDENTIAL AND PROPRIETARY MATERIALS / NOT FOR DISCLOSURE WITHOUT WRITTEN PERMISSION FROM VERIZON WIRELESS 2006

Matilde Faz

From: Veronica Lopez [veronica.lopez@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 12:07 PM
To: 'Matilde Faz'
Cc: 'Gris'
Subject: FW: Hidalgo Elections - QUOTE SUMMARY - 080510-netbooks.ppt
Attachments: Hidalgo Elections - QUOTE SUMMARY - 080510-netbooks.ppt

Attached you will find a power point presentation on the Verizon laptop project. Let me know if you need any other information.

Veronica L. Nixon
Accountant II
Hidalgo County Elections Department
☎ *(956) 318-2570*
(956) 393-2039
veronica.lopez@co.hidalgo.tx.us

From: Donnie.Avina@VerizonWireless.com [mailto:Donnie.Avina@VerizonWireless.com]
Sent: Thursday, August 05, 2010 11:12 AM
To: Veronica Lopez
Subject: Hidalgo Elections - QUOTE SUMMARY - 080510-netbooks.ppt

Here you go Veronica. Please let me know if you need anything else.

Thank you,

Donnie Avina
Government Account Manager
RGV - Corpus Christi - Laredo
956.342.1983

<<Hidalgo Elections - QUOTE SUMMARY - 080510-netbooks.ppt>>

Matilde Faz

From: Veronica Lopez [veronica.lopez@co.hidalgo.tx.us]
Sent: Thursday, August 05, 2010 9:55 AM
To: 'Matilde Faz'
Cc: 'Terry'
Subject: FW: Rate Plans - State of Texas DIR

Mati,

The plan for the laptops is the very last line on page two. It states, "$37.00 Unlimited Mobile.....".

Veronica L. Nixon
Accountant II
Hidalgo County Elections Department
☎ *(956) 318-2570*
(956) 393-2039
veronica.lopez@co.hidalgo.tx.us

From: Donnie.Avina@VerizonWireless.com [mailto:Donnie.Avina@VerizonWireless.com]
Sent: Thursday, August 05, 2010 9:44 AM
To: Veronica Lopez
Subject: Rate Plans - State of Texas DIR

State of Texas DIR
Rate Plan Listing

FLAT RATE $3.99 $0.08 PER MIN 0707 (REVISED COST)	73343	$3.99	0	$0.08	$0.69	0	Local
100 ANYTIME UNL IN & N&W $19.99 (No Discounts Apply)	73344	$19.99	100	$0.35	$0.50	200	Local
200 ANYTIME UNL IN & N&W $21.99 (No Discounts Apply)	73345	$21.99	200	$0.35	$0.50	200	Local
500 ANYTIME UNL IN & N&W $31.99 (No Discounts Apply)	73619	$31.99	500	$0.35	$0.50	500	Local
700 ANYTIME UNL IN & N&W $39.99 (No Discounts Apply)	73620	$39.99	700	$0.35	$0.50	500	Local
900 ANYTIME UNL IN & N&W $46.99 (No Discounts Apply)	73346	$46.99	900	$0.35	$0.50	500	Local
1200 ANYTIME UNL IN & N&W $56.99 (No Discounts Apply)	73347	$56.99	1,200	$0.35	$0.50	500	Local
2000 ANYTIME UNL IN & N&W $85.99 (No Discounts Apply)	73348	$85.99	2,000	$0.35	$0.50	500	Local
4000 ANYTIME UNL IN & N&W $125.99 (No Discounts Apply)	73349	$125.99	4,000	$0.35	$0.50	500	Local
SHARE 100 ANYTIME UNL IN & N&W $22.99 (No Discounts Apply)	73621	$22.99	100	$0.35	$0.50	200	Local
SHARE 200 ANYTIME UNL IN & N&W $24.99 (No Discounts Apply)	73350	$24.99	200	$0.35	$0.50	200	Local
SHARE 500 ANYTIME UNL IN & N&W $34.99 (No Discounts Apply)	73622	$34.99	500	$0.35	$0.50	500	Local
SHARE 700 ANYTIME UNL IN & N&W $42.99 (No Discounts Apply)	73623	$42.99	700	$0.35	$0.50	500	Local
SHARE 900 ANYTIME UNL IN & N&W $49.99 (No Discounts Apply)	73351	$49.99	900	$0.35	$0.50	500	Local
SHARE 1200 ANYTIME UNL IN & N&W $59.99 (No Discounts Apply)	73352	$59.99	1,200	$0.35	$0.50	500	Local
SHARE 2000 ANYTIME UNL IN & N&W $88.99 (No Discounts Apply)	73353	$88.99	2,000	$0.35	$0.50	500	Local
SHARE 4000 ANYTIME UNL IN & N&W $128.99 (No Discounts Apply)	73354	$128.99	4,000	$0.35	$0.50	500	Local

Core Choice for business PDA	64678	$79.99	450	$0.25	$0.00	0	Nationwide
Core Choice for business BB	64648	$79.99	450	$0.25	$0.00	0	Nationwide
Extra Choice for business PDA	64680	$109.99	1,350	$0.25	$0.00	0	Nationwide
Extra Choice for business BB	64650	$109.99	1,350	$0.25	$0.00	0	Nationwide
Max Choice for business PDA	64682	$169.99	4,000	$0.25	$0.00	0	Nationwide
Max Choice for business BB	64652	$169.99	4,000	$0.25	$0.00	0	Nationwide
Core Choice for business w/ Share PDA	64684	$84.99	450	$0.25	$0.00	0	Nationwide
Core Choice for business w/ Share BB	64660	$84.99	450	$0.25	$0.00	0	Nationwide
Extra Choice for business w/ Share PDA	64686	$114.99	1,350	$0.25	$0.00	0	Nationwide
Extra Choice for business w/ Share BB	64662	$114.99	1,350	$0.25	$0.00	0	Nationwide
Max Choice for business w/ Share PDA	64688	$174.99	4,000	$2.00	$0.00	0	Nationwide
Max Choice for business w/ Share BB	64664	$174.99	4,000	$2.00	$0.00	0	Nationwide

STATE OF TEXAS PRICING *NEW PRICE PLANS* - NON GLOBAL

AMERICA'S CHOICE II 300 ANYTIME UNL IN & N&W $35.88 0308	73982	$28.70	300	$0.25	0	0	Nationwide
AMERICA'S CHOICE II 300 SHARE UNL IN & N&W $38.45 0408	74048	$30.76	300	$0.25	0	0	Nationwide
AMERICA'S CHOICE II 600 ANYTIME UNL IN & N&W $52.55 0308	73984	$42.04	600	$0.25	0	0	Nationwide
AMERICA'S CHOICE II 600 SHARE UNL IN & N&W $55.12 0408	74049	$44.10	600	$0.25	0	0	Nationwide
AMERICA'S CHOICE II 1000 ANYTIME UNL IN & N&W $67.94 0308	73986	$54.35	1000	$0.25	0	0	Nationwide

AMERICA'S CHOICE II 1000 SHARE UNL IN & N&W $70.50 0408 74050 $56.40 1000 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 300 ANYTIME UNL PDA+N&W+IN $61.53 0308 73988 $49.22 300 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 300 SHARE UNL PDA+N&W+IN $64.09 0408 74054 $51.27 300 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 600 ANYTIME UNL PDA+N&W+IN $78.19 0308 73990 $62.55 600 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 600 SHARE UNL PDA+N&W+IN $80.76 0408 74055 $64.61 600 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 1000 ANYTIME UNL PDA+N&W+IN $93.58 0308 73992 $74.86 1000 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 1000 SHARE UNL PDA+N&W+IN $96.14 0408 74056 $76.91 1000 $0.25 0 0 Nationwide
PDA/SMARTPHONE UNLIMITED $44.86 0308 73994 $35.89 0 $0.12 0 0 Nationwide
BROADBAND ACCESS UNLIMITED $55.12 0308 73995 $44.10 0 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 300 ANYTIME UNL BLACKBERRY+N&W+IN $61.53 0308 73996 $49.22 300 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 300 SHARE UNL BLACKBERRY+N&W+IN $64.09 0408 74051 $51.27 300 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 600 ANYTIME UNL BLACKBERRY+N&W+IN $78.19 0308 73998 $62.55 600 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 600 SHARE UNL BLACKBERRY+N&W+IN $80.76 0408 74052 $64.61 600 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 1000 ANYTIME UNL BLACKBERRY+N&W+IN $93.58 0308 74000 $74.86 1000 $0.25 0 0 Nationwide
AMERICA'S CHOICE II 1000 SHARE UNL BLACKBERRY+N&W+IN $96.14 0408 74053 $76.91 1000 $0.25 0 0 Nationwide
BLACKBERRY UNLIMITED $44.86 0308 74002 $35.89 0 $0.12 0 0 Nationwide

STATE OF TEXAS PRICING *NEW PRICE PLANS* - GLOBAL

AMERICA'S CHOICE II GLOBAL EMAIL 300 ANY UNL PDA+N&W+IN $84.04 0408 74019 $65.63 300 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 300 SHARE UNL PDA+N&W+IN $84.60 0408 74066 $67.68 300 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 600 ANY UNL PDA+N&W+IN $98.70 0408 74021 $78.96 600 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 600 SHARE UNL PDA+N&W+IN $101.27 0408 74067 $81.02 600 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 1000 ANY UNL PDA+N&W+IN $114.09 0408 74023 $91.27 1000 $0.25 0 Nationwide
AMERICA'S CHOICE II CLOBAL EMAIL 1000 SHARE UNL PDA+N&W+IN $116.65 0408 74068 $93.32 1000 $0.25 0 Nationwide
GLOBALEMAIL PDA UNLIM $65.37 0408 74025 $52.30 0 $0.12 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 300 ANY UNL BLACKBERRY+N&W+IN $82.04 0408 74026 $65.63 300 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 300 SHARE UNL BLACKBERRY+N&W+IN $84.60 0408 74063 $67.68 300 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 600 ANY UNL BLACKBERRY+N&W&IN $98.70 0408 74028 $78.96 600 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 600 SHARE UNL BLACKBERRY+N&W+IN $101.27 0408 74064 $81.02 600 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 1000 ANY UNL BLACKBERY+N&W+IN $114.09 0408 74030 $91.27 1000 $0.25 0 Nationwide
AMERICA'S CHOICE II GLOBAL EMAIL 1000 SHARE UNL BLACKBERRY+N&W+IN $116.64 0408 74065 $93.32 1000 $0.25 0 Nationwide
GLOBALEMAIL BLACKBERRY UNLIM $65.37 0408 74032 $52.30 0 $0.12 0 Nationwide

NATIONWIDE BASIC 300 ANY UNL IN + N&W $35.88 1008 74538 $35.88 300 Included Included Included $0.25
NATIONWIDE BASIC 300 SHARE UNL IN + N&W $38.45 1008 74539 $38.45 300 Included Included Included $0.25
NATIONWIDE BASIC 600 ANY UNL IN + N&W $52.56 1008 74540 $52.55 600 Included Included Included $0.25
NATIONWIDE BASIC 600 SHARE UNL IN + N&W $55.12 1008 74541 $55.12 600 Included Included Included $0.25
NATIONWIDE BASIC 1000 ANY UNL IN + N&W $67.94 1008 74542 $67.94 1000 Included Included Included $0.25
NATIONWIDE BASIC 1000 SHARE UNL IN + N&W $70.50 1008 74543 $70.50 1000 Included Included Included $0.25

NATIONWIDE EMAIL 300 ANY UNL PDA+N&W+IN+TXT $72.49 1108 74786 $72.49 300 PDA Included Included Included
NATIONWIDE EMAIL 300 SHARE UNL PDA+N&W+IN+TXT $74.99 1108 74787 $74.99 300 PDA Included Included Included
NATIONWIDE EMAIL 600 ANY UNL PDA+N&W+IN+TXT $88.74 1108 74788 $88.74 600 PDA Included Included Included
NATIONWIDE EMAIL 600 SHARE UNL PDA+N&W+IN+TXT $91.24 1108 74789 $91.24 600 PDA Included Included Included
NATIONWIDE EMAIL 1000 ANY UNL PDA+N&W+IN+TXT $103.74 1108 74790 $103.74 1000 PDA Included Included Included
NATIONWIDE EMAIL 1000 SHARE UNL PDA+N&W+IN+TXT $106.24 1108 74791 $106.24 1000 PDA Included Included Included
NATIONWIDE UNLIMITED PDA+IN+TXT $47.49 1108 74792 $47.49 0 PDA 0 Included Included

NATIONWIDE EMAIL 300 ANY UNL BLACKBERRY+N&W+IN+TXT $72.49 1108 74779 $72.49 300 BB Included Included Included
NATIONWIDE EMAIL 300 SHARE UNL BLACKBERRY+N&W+IN+TXT $74.99 1108 74780 $74.99 300 BB Included Included Included
NATIONWIDE EMAIL 600 ANY UNL BLACKBERRY+N&W+IN+TXT $88.74 1108 74781 $88.74 600 BB Included Included Included
NATIONWIDE EMAIL 600 SHARE UNL BLACKBERRY+N&W+IN+TXT $91.24 1108 74782 $91.24 600 BB Included Included Included
NATIONWIDE EMAIL 1000 ANY UNL BLACKBERRY+N&W+IN+TXT $103.74 1108 74783 $103.74 1000 BB Included Included Included
NATIONWIDE EMAIL 1000 SHARE UNL BLACKBERRY+N&W+IN+TXT $106.24 1108 74784 $106.24 1000 BB Included Included Included
NATIONWIDE UNLIMITED BLACKBERRY+IN+TXT $47.49 1108 74785 $47.49 NA BB NA Included Included

VZ Email PDA Smartphone/ BlackBerry Solution $29.99 73715 / 73618 $29.99 10MB $0.005 $0.002 per kilobyte(kb) (Canada) 0 Nationwide
VZ Email PDA Smartphone/ BlackBerry Solution $49.99 72894 / 72976 $49.99 Unlimited Unlimited $0.002 per kilobyte(kb) (Canada) 0 Nationwide
VZ Email BlackBerry Solution w/ share $34.99 73566 $34.99 10MB $0.005 $0.002 per kilobyte(kb) (Canada) 0 Nationwide
VZ Email Good Mobile Messaging $34.99 73666 $34.99 10MB $0.005 $0.002 per kilobyte(kb) (Canada) 0 Nationwide
VZ Email Good Mobile Messaging $54.99 $54.99 Unlimited n/a $0.002 per kilobyte(kb) (Canada) 0 Nationwide
VZ Email Good Mobile Messaging w/ Share $39.99 $39.99 10MB $0.005 $0.002 per kilobyte(kb) (Canada) 0 Nationwide
VZ Email Global Email $64.99 73526 / 73525 $64.99 Unlimited n/a 0 Nationwide

Data Plan - Feature Code Listing

Government Broadband 66264 $59.99 $44.99 $42.99 Broadband (**) 0.25 25%
$37.99 Unlimited Mobile Broadband plan (bgsa 666) 76509 $37.99 $37.99 n/a Broadband 0.00 none

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR WIRELESS VOICE & DATA SERVICES AND EQUIPMENT

VERIZON WIRELESS

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and:

Dallas MTA, PD d/b/a Verizon Wireless

GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless

GTE Mobilnet of Texas RSA #17 Limited Partnership d/b/a Verizon Wireless

San Antonio MTA, L.P. d/b/a Verizon Wireless

Southern & Central Wireless, LLC d/b/a Verizon Wireless

Verizon Wireless Power Partners Inc. d/b/a Verizon Wireless

Verizon Wireless Texas, LLC d/b/a/ Verizon Wireless

(hereinafter "Vendor"), with its principal place of business at 750 State Highway 121 Bypass, Lewisville, TX 75067.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Texas Building and Procurement Commission's Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-089, on April 23, 2007, for Wireless Voice and/or Data Services and Equipment. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-089 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C Product and Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-089, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-089, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

A. The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

B. DIR agrees that Vendor may accept Purchase Orders with a termination date up to one year beyond the then-effective termination date of the Contract. Vendor agrees that it shall not accept Purchase Orders under the Contract for any term beyond one year from the effective termination date of the Contract.

3. Product and Service Offerings

Wireless Voice and Data Products and Services available under this Contract are all published Verizon Wireless Voice and Data National Plans, plus Custom State of Texas Calling Plans (created specifically for DIR Customers and not available to commercial or retail customers). Vendor may incorporate changes to their product offering; however, any changes must be within the scope of Products and Services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)
MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount
The minimum Customer discount from the Vendor for all published Verizon Wireless Voice and Data National Plans is 18%.

Custom State of Texas Calling Plans are firm fixed prices and are identified in Appendix C Product and Pricing Index.

The minimum Customer discount from the Vendor for all accessories is 25% off of current retail price.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or

services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

I. Telecommunications Fees

1) The only applicable FCC authorized fee, surcharge or assessment in effect as of the date of this Contract is the Federal Universal Service Fund charge. This fee may appear on billings to Customers. No other FCC or PUC authorized fee, cost recovery fee, surcharge or assessment applicable to wireless voice and/or data telecommunications services may be imposed during the term of this Contract, without the prior amendment to authorize such imposition under the Contract. Vendor acknowledges that certain Customers, that are political subdivisions, are exempt from the imposition and collection of certain Texas telecommunications fees,

including the Texas Universal Service Fund Charge and Texas Infrastructure Fund assessment. In addition, state agency-Customers have additional exemptions from Texas fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC or PUC and which are otherwise not applicable to wireless voice and/or data telecommunications services. Vendor also agrees to not bill for items for which a Customer has an exemption. Vendor agrees to promptly correct any incorrect billings that occur.

2) Except for changes in the law, during the term of this Contract, all changes in fee structures, which create or authorize Vendor to impose an unlisted telecommunications fee on these Products and or Services, which Vendor desires to impose under this Contract, shall require an amendment in order to be effective against the State of Texas and Customers. In the event of a change in the law or fee structures, which results in an exemption from payment in favor of the state of Texas or its Customers, Vendor shall give effect to the exemption without the necessity of a contract amendment.

J. Other Fees

Vendor acknowledges all activation fees and termination fees, including early termination fees, are waived for all DIR eligible customers (unless, with respect to early termination fees, the One Hundred Dollar ($100) Invoice Credit option is exercised as defined in Appendix C Product and Pricing Index).

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $2,000

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

C) Administrative fees are applicable to all invoiced sales for wireless voice and data service plans, equipment and accessories. The parties agree the administrative fee for wireless voice and data equipment and accessories is 2% of total annual sales paid in accordance with Section 8.B.4 of Appendix A.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:	If sent to the Vendor:
Sherri Parks, Service Delivery Division	Blake Pumphrey
Department of Information Resources	Verizon Wireless
300 W. 15th St., Suite 1300	750 State Highway 121 Bypass
Austin, Texas 78701	Lewisville, TX 75067

Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

Phone: (214) 770-9700
Efax: (972) 444-5631
Email: blake.pumphrey@verizonwireless.com

Kirk Jamieson
Verizon Wireless
1 Verizon Place
Alpharetta, GA 30004
Phone: (678) 339-4958
Fax: (678) 339-8642
kirk.jamieson@verizonwireless.com

7. **Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor.

8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

1. All references to Catalog Information System Vendors (CISV) in Appendix A are hereby deleted.

2. **Appendix A, Section 6. E.2. Accurate and Timely Contract information** is hereby restated as follows:

2) Accurate and Timely Contract Information
Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within fourteen (14) business days after written notification by DIR.

3. **Appendix A, Section 13. Customer Satisfaction Metrics** is hereby added as follows:

13. Customer Satisfaction Metrics
DIR will be providing quarterly "customer satisfaction scores" and DIR is reserving the right to engage a third party to build and gauge customer satisfaction metrics. Should a wireless vendor go two straight quarters with a low customer satisfaction score, DIR reserves the right to suspend all new prospective business orders for up to two business quarters till customer satisfaction issues are resolved. Further, DIR may be selecting an integrator that will serve as a single interface for wireless telecommunications management which may include single portal ordering, provisioning, billing, reconciliation and dispute management. The vendors will agree to utilization of this interface for their DIR wireless contracts.

This Contract is executed to be effective as of the date of last signature.

Verizon Wireless	**The State of Texas, acting by and through The Department of Information Resources**
Authorized By: Signature on File	**Authorized By: Signature on File**
Name: James E. McGean	**Name: Cindy Reed**
Title: President – South Area	**Title: Deputy Executive Director Operations & Statewide Technology Sourcing**
Date: 9/28/07	**Date: 10/2/07**
	Legal: Signature on File



Matilde Faz

From: Donnie.Avina@VerizonWireless.com
Sent: Friday, August 13, 2010 2:52 PM
To: matilde.faz@co.hidalgo.tx.us
Cc: Veronica Lopez
Subject: HP Mini Netbook Offer
Attachments: 7 30 10 Hidago County Elections Department.pdf

<<7 30 10 Hidago County Elections Department.pdf>>

Hello Mati,

I am sending you this email and attachment to clarify that Verizon Wireless is offering the HP Mini 311 Netbook to Hidalgo County Elections for $99.99. This offer is a promotional price point being offered to State of Texas customers purchasing off DIR contract # DIR-SDD-604. Please let me know if you have any questions regarding this offering.

Thank you,

Donnie Avina
Government Account Manager
RGV - Corpus Christi - Laredo
956.342.1983

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Telecom Proposal for:
Agency Name: Hidalgo County Elections Department

Rate Plan	# of Lines	Discounted Rate Cost	Overage	Discounted Monthly Access	Monthly Access	In Federal Minutes	Invoice Credit	Base Monthly Charge	Yearly Cost
Broadband Access	61	$37.99	$0.00	0.00%	$37.99	Unlimited	$0.00	$2,317.39	$27,808.68
	0	$0.00	$0.00	0.00%	$0.00	0	$0.00	$0.00	$0.00
	0	$0.00	$0.00	0.00%	$0.00	0	$0.00	$0.00	$0.00
Total Lines	61						$0.00	$2,317.39	$27,808.68

Features	# of Lines		Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	0		$0.00

Equipment	# of Lines		Total
HP Mini 311 Netbooks	61	$99.99	$6,099.39
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	0	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	0	$0.00	$0.00

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No DIR-SDD-804 Coverage, service and offers not available in all areas. Full terms and conditions, along w additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Please see Information on Regulatory Surcheses and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 08/11/10 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories. Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be available at an additional charVerizon Wireless offers a flat 25% discount off of the retail price for accessories. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipmer Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com.

AI-22406 **25.E.1.**

CABLING INSTALLATION - TIME MATERIALS - OTHER SERVICES
CC REGULAR

Date: 08/17/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** IT Department

Information

CAPTION

a. Presentation of the sole response received from: Starr Tele Communications, ETC, LLC for the purpose of ranking by CC as "qualified" in order to proceed to the next phase of the proposal process for: Hidalgo County "Information Technology (IT) Department -"Cabling Installation- Time Materials Other Services" RFP No 2010-134-07-28 - YZV

b. Requesting authority for Purchasing Department to enter into negotiations with the sole qualified proposer Starr Tele Communications, ETC., LLC in order to finalize a contract for consideration and award for "Cabling Installation-Time Materials-Other Services" for Hidalgo County IT Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 8/13/10 $15,021.25.

Attachments

Link: Scoring Grid-Acceptance Sheet-Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 06:22 AM	APRV
2	Budget & Management	Angela Garcia	08/13/2010 08:31 AM	APRV
3	Erika Zamora	Erika Zamora	08/13/2010 03:42 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Yolanda Velasquez Started On: 08/09/2010 03:21 PM

Final Approval Date: 08/13/2010

HIDALGO COUNTY

CABLING INSTALLATION – TIME MATERIALS – OTHER SERVICES"
RFP № 2010-134-07-28-YZV
SCORING GRID

EVALUATION CRITERIA	PROPOSERS		
	STARR TELECOMMUNICATIONS ETC., LLC		
	GRADERS		
	1	2	3
ELECTRICAL AND TELE-DATA COMMUNICATIONS CONTRACTOR(S)	20	17	20
UNDERSTANDING THE SERVICES/METHODOLOGY	20	20	20
COST FEES AND WARRANTY	30	30	30
ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"	30	28	30
Total	100	95	100
TOTAL SCORES	295		
TOTAL AVERAGES	98.33		
RANKING (Upon review and approval by Hidalgo County CC)			

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JULY 28, 2010 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "CABLING INSTALLATION TIME MATERIALS AND OTHER SERVICES"

BID NO: 2010-134-07-28-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT OF RECEIPT OF RFP RESPONSE
#1	STARR TELE COMMUNICATIONS ETC., LLC	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: JULY 28, 2010 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "CABLING INSTALLATION – TIME MATERIALS –OTHER SERVICES"

RFP NO.: 2010-134-07-28-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.STARR TELECOMMUNICATIONS	Phone	Zuri.morin@starrtelecom.com YZV	7/14/10	7130 W. Exp. 83 Mission, TX 78572 Tel: 580-1333
2 .SUPERIOR ALARMS	Email	colin@superioralarm.com YZV	7/14/10	600 Ash Avenue McAllen, TX 78501 Tel: 682-6005
3. All Valley Communications	Email	avcjpg@netzero.com YZV	7/14/10	120 N Main Street La Feria, TX 78559 Tel: 797-9766
4. Computer Maintenance Services	Email	cmsmcallen@yahoo.com YZV (Rec'd call from Richard that he will not participate)	7/14/10	P. O. Box 5533 McAllen, TX 78504 Tel: 655-7598
5. SJS (Steve Sumner	Email	(spoke to Steve Sumner Not Interested-To leave No and he would call it he change mind	7/14/10	521 Laurel Avenue McAllen, Tx 78501 Tel: 630-1654
6. Phone Den	IP	phoneden@gmail.com	7/21/10	2121 Las Palmas Edinburg, Texas 78539 Tel: 381-0105
7. Service Premier Oscar Gonzalez	IP	service@premiertel.com	7/23/10	Tel: 358-8256
8. Premier Telecom, LLC	Email	jack@premiertel.net	7/23/10	
9. Rx Technology Nattan Rizzo	Email	nrizzo@rx-tech.com tel: 210-828-6081	7/26/10	14220 Northbrook Drive Suite 500 San Antonio, TX 78232
10.				
11.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-22497 **25.F.1.**

Authority to Process Purchase Order for Payment of Services
CC REGULAR

Date: 08/17/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance of Invoice #2 dated 7-23-2010 in the amount of $1,037.34 from Roger D. Moore, Attorney At Law in connection with Bail Bond training services held on July 21, 2010 at the Hidalgo County Courthouse Auditorium inasmuch as Treasurer's staff erroneously overlooked the submission of requisition with authority for County Treasurer payment after review and processing procedures are completed by the Hidalgo County Auditor's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-150-002-0-320
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$1,037.34 available funds in req#180293 as of 08/13/10.

Attachments

Link: Training-1
Link: Training-1 Cont'd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/13/2010 03:00 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 03:17 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2010 04:05 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Marty Salazar
Started On: 08/13/2010 01:59 PM

Final Approval Date: 08/13/2010

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

Memorandum

To: Martha Salazar, Purchasing Agent

From: Norma G. Garcia, County Treasurer & Bail Bond Board Secretary

Date: August 11, 2010

Subject: Bail Bond Training

On July 21, 2010, the Hidalgo County Bail Bond Board held a training/educational session at the Hidalgo County Auditorium that lasted approximately four (4) hours. The presenter was Roger Moore, Attorney and Bail Bond Specialist. The consensus of the board had been that it would be more cost-effective to bring someone here to conduct the training session as opposed to sending approximately thirty (30) people to Austin for the same training.

Chapter 1704 of the Occupations Code deals with the regulation of bail bond sureties. Because we had been experiencing numerous problems due to lack of understanding of the code by personnel and board members alike, it was felt that this training would be a good thing. Also, because of the economic climate we are facing, we felt that this would be a more prudent way of accomplishing our goal without expanding too much time and money to do so.

Due to the urgency of the training at the request of the bail bond board, there was an oversight of the procurement process. At this time all we are trying to do is pay the invoice that was submitted to us by Mr. Moore. I believe that all documentation has been provided to your office as requested. I apologize for not following the procurement process since we've never done this in behalf of the bail bond board.

Please do not hesitate to call me if you have any questions.

cc: The Honorable Rodolfo Gonzalez, Judge, County Court-At-Law #1 & Bail Bond Board Chairman

TRAINING AIDS FOR FIREMEN TRAINING..... 340 45
TRAINING AIDS FOR THE HANDICAPPED..... 470 78
TRAINING AIDS, AUTOMOTIVE INSTRUCTION..... 075 89
TRAINING AIDS, COMPUTER..... 207 32
TRAINING AIDS, INDUSTRIAL TRADES..... 785 92
TRAINING AIDS, POLICE..... 680 67
TRAINING AMMUNITION..... 680 04
TRAINING AND AWARENESS SERVICES, SAFETY..... 990 77
TRAINING AND INSTRUCTION SERVICES FOR CLIENTS..... 952 90
TRAINING APPARATUS MAINTENANCE AND REPAIR SERVICES..... 938 85
TRAINING BAGS, BOXING..... 805 42
TRAINING CONSORTIUM, DAY CARE..... 952 28
TRAINING COURSE DEVELOPMENT SERVICES..... 924 16
TRAINING EQUIPMENT AND MATERIALS FOR ELECTRICIANS..... 785 92
TRAINING EQUIPMENT AND MATERIALS FOR INDIVIDUAL MECHANICS..... 785 92
TRAINING EQUIPMENT AND MATERIALS FOR INSTRUMENTATION..... 785 92
TRAINING EQUIPMENT AND MATERIALS FOR WELDERS..... 785 92
TRAINING EQUIPMENT FOR POLICE DOGS..... 680 33
TRAINING EQUIPMENT FOR THE BLIND..... 785 17
TRAINING EQUIPMENT FOR THE DEAF, SPEECH..... 710 95
TRAINING EQUIPMENT MAINTENANCE AND REPAIR SERVICES, AUDITORY..... 936 45
TRAINING EQUIPMENT, AEROBIC..... 805 05
TRAINING EQUIPMENT, ANIMAL..... 040 04
TRAINING EQUIPMENT, FIRE AND SAFETY..... 340 87
TRAINING EQUIPMENT, SPEECH..... 803 20
TRAINING GUNS, POLICE..... 680 52
TRAINING MANUALS..... 715 47
TRAINING MATERIAL SUBSCRIPTIONS..... 956 85
TRAINING MATERIALS, DRIVER..... 785 46
TRAINING MISSILES, GUIDED..... 257 64
TRAINING PROGRAMS, MEDICAL..... 475 49
TRAINING SERVICES CONSULTING, EDUCATION..... 918 38
TRAINING SERVICES, ANIMAL..... 962 06
TRAINING SERVICES, PILOT..... 905 53
TRAINING SERVICES, VOCATIONAL..... 924 86
TRAINING SERVICES: IN-SERVICE, ON-THE-JOB, OR REFRESHER (FOR EMPLOYEES)..... 924 35
TRAINING SIMULATORS, FIREARMS..... 680 49
TRAINING SOFTWARE FOR COMPUTER SOFTWARE..... 208 81
TRAINING SOFTWARE, MICROCOMPUTER..... 208 80
TRAINING, ATHLETIC..... 962 08
TRAINING, COMPUTER BASED (SOFTWARE SUPPORTED)..... 920 91
TRAINING, INSTRUCTOR-LED..... 924 40
TRAINING, TELEMEDICAL..... 948 87
TRAINING, TELEPHONE..... 915 76
TRAINING: CHARTS, MANUALS, POSTERS, SAFETY PLACARDS, VIDEOS (FIRST AID)..... 345 40

Requisition

Req # 00180293

PO #

Date: 08/12/10

Bill To: x
x

Vendor : 382434
MOORE, ROGER D
330 MONARCH LANE
AUSTIN TX 78737

Ship To: COUNTY TREASURER
2810 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: JOSE MUNOZ
956-318-2506

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		BAIL BOND BOARD training/educational session $1000.00	1,037.34	1,037.34
		Travel Expenses		
		37.34		
		Total.....$1037.34		
		Account No	Encumbrance	
		0-1100-415-00-150-002-0-320	1,037.34	
			Freight	.00
			Total	1,037.34
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

RECEIVED
AUG 05 2010
C.P. 11:15am

Memorandum

To: Raymundo Eufracio, County Auditor

From: Norma G. Garcia, County Treasurer

Date: August 3, 2010

Subject: Invoice

Please accept the attached invoice for payment. The invoice was sent via email.

Should you have any questions, please do not hesitate to contact me at (956) 318-2506.

Joe Muñoz
Treasurer
1) Need letter that Mr. Moore is the sole source. How will be processed
2. Need Requisition
3 Insurance Availability

Roger Moore, Attorney at Law

PO Box 90604
Austin, TX 78709

Invoice

Date	Invoice #
7/23/2010	2

Bill To
Hidalgo County Bail Bond Board

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Conduct workshop for Hidalgo County Bail Bond Board	1,000.00	1,000.00
	Travel expense to Edinburg	37.34	37.34

RECEIVED BY: [signature]

APPROVED BY: [signature]

0-1100-415-00-150-002-0-339

Total $1,037.34

Edinburg
956-380-0882

7/21/2010 12:27:45 PM
Eat In
Order Number: 1079317

1 2PC VC MP,22OZ,BISC Wt Regul	5.59
2 White Pc	
biscuit p	
- mash pot,brown gravy Rg p	
+ coleslaw Rg p	
drink 5M COKE p	1.29
1 2shrtcake	
2 strawberry shortcake p	
Sub. Total:	$6.88
Tax:	$0.57
Total:	$7.45
Discount Total:	$0.00
Next Dollar	$8.00
Change	$0.55

Tran Seq No: 1079317
Register:1
Cashier:Ashlee

*** REPRINT *** REPRINT *** REPRINT ***

[illegible]
SAN ANTONIO TX 78233

JOBSON EXXON S, 4718490
SAN ANTO, TX

07/20/2010 1:34:06 PM 1808

MasterCard 39974 MCRD
MOORE/ROGER D
INVOICE 8505858
OBTH 950669

PUMP#8

Regular	7.811G
PRICE/GAL	$ 2.419
FUEL TOTAL	$18.89

*** REPRINT *** REPRINT *** REPRINT ***

Total = $18.89

DEBIT Credit $18.89
*** REPRINT *** REPRINT *** REPRINT ***

Credit

*** REPRINT *** REPRINT *** REPRINT ***

Choke Canyon Hill Exxon, 1
868 FM. 99
Whitsett, Tx 78075

07/21/2010 3:53:01 PM
Register: 3 Trans #: 166 Op ID: 2827
Your cashier: JUSTINE

*** PREPAID RECEIPT ***

Regular CA PUMP#8 $11.00 99

Subtotal = $11.00
Tax = $0.00

Total = $11.00

Change Due = $0.00

Cash $11.00

Thank You for Shopping
With us !!! Come Back Again !!!

YAHOO! MAIL Classic

Hidalgo County Invoice

Friday, July 23, 2010 3:26 PM

From: "rmoore@austin.rr.com" <rmoore@austin.rr.com>
To: tillminw@yahoo.com
2 Files (7187KB)




Hidalgo C... RMoore ...

Tillmin,

I have attached my invoice for Wednesday's workshop. I have also attached a Form W-9 in case your county auditor needs it.

Thanks for walking this through for me.

Roger

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
ROGER D MOORE

Business name, if different from above

Check appropriate box: ☒ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
330 MONARCH LANE

Requester's name and address (optional)

City, state, and ZIP code
AUSTIN TX 78737

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 backup withholding. For individuals, this is your social security number (SSN). However, for a r alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other enti your employer identification number (EIN). If you do not have a number, see *How to get a TIN* c

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whos number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waitir
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to rep notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the I withholding because you have failed to report all interest and dividends on your tax return. For For mortgage interest paid, acquisition or abandonment of secured property, cancellation of de arrangement (IRA), and generally, payments other than interest and dividends, you are not requ provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Roger D Moore Date ▶ 11/1/07

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

MEMORANDUM

DATE: June 30, 2010

TO: Judge Ricardo Rodriguez, 92nd District Court
Judge Rosa Trevino, Justice of the Peace
Judge Rodolfo Gonzalez, County Court at Law No. 1
Guadalupe "Lupe" Trevino, Sheriff, Comm. Jose Jackson/Capt. Rene Gonzalez, Designees
Norma G. Garcia, County Treasurer – Yvette Araiza, Designee
Laura Hinojosa, District Clerk –Adriana Garcia or Aida Villarreal, Designees
Rene Guerra, Criminal District Attorney – Jeffrey M. Gilbert, Designee
Kathleen Henley, Presiding Judge McAllen Municipal Court–Hon. Roberto Salazar, Designee
Rene A. Ramirez, County Judge –Roxanne De La Garza or Brenda Garza Designees
Arturo Guajardo Jr., County Clerk – Annette Muniz, Designee
Tillmin G. Welch, Bail Bondsmen Representative

FROM: Norma G. Garcia
Hidalgo County Bail Bond Board Secretary

RE: **Bail Bond Training**

As approved by the Hidalgo County Bail Bond Board, Roger Moore, Attorney and Bail Bond Specialist, will be providing bail bond training as it relates to county operations and the bail bond business in general.

The training will take place at the Hidalgo County Courthouse Auditorium, 100 N. Closner, Edinburg, on Wednesday, July 21, 2010 beginning at 8:30 a.m. This training usually lasts up to four (4) hours. Please **RSVP by July 14, 2010** in order for the presenter to prepare enough handouts for those in attendance.

Please make plans to attend and send any employees that you feel would benefit from this training.

NOTE: This training will not count toward mandatory continuing education for bondsmen.

HIDALGO COUNTY BAIL BOND BOARD

SIGN IN SHEET (TRAINING)

	FIRST	LAST	DEPARTMENT / COMPANY
1	Rene ~~Favicas~~	Favicas	Favicas Bail Bonds
2	Kimberly	Favicas	Favicas Bail Bonds
3	Ramona	Lopez	Bob Trevino Bail Bonds
4	Rene	Anzaldua	Anzaldua Bail Bonds
5	LEO	GARZA	ANZALDUA Bail Bonds
6	JOE	GARCIA	Anzaldua Bail Bonds
7	Israel	Rivas	10% Bail Bonds
8	Javier	Morales	Liberty Bail Bonds
9	FRED	REGALADO	4-ACES B/S
10	MARIA	REGALADO	4-ACES B/S
11	Yvette	Araiza	Treasurer's
12	Ada	Villarreal	Dist Clerk
13	Adriana	Garcia	District Clerk Off.
14	Nilda	Vanhook	"
15	David	Flores	Hidalgo Co Sheriff's Office
16	Tillmin	WELCH	A-1 BAIL BONDS
17	Armando	Campos	Hidalgo County Sheriff's
18	~~LAURA~~	HINOJOSA	DISTRICT CLERK
19	I David Torres	Torres	I David's Bail Bonds
20	Mariana ~~Hernandez~~	Hernandez	County Clerks
21	Annette C.	Muñiz	County Clerk
22	Arturo	Guajardo Jr	County Clerk
23	JOE	JACKSON	SHERIFF'S OFFICE
24	Norma	Garcia	Treasurer
25	David ~~Reyes~~	Reyes	DA's office
26	Jeff	Gilbert	DA's office
27			

Bail Bond Board Workshop 2010

Hidalgo County

July 21, 2010

Presented by

Roger Moore

P.O. Box 90664
Austin, TX 78709
512-659-8708
512-236-1275 fax
rmoore@austin.rr.com

Contents

Chapter 1704, Occupations Code	Tab 1
Chapter 17, Code of Criminal Procedure (selected provisions)	Tab 2
Chapter 22, Code of Criminal Procedure	Tab 3
Miscellaneous Provisions, Code of Criminal Procedure	Tab 4

Texas Occupations Code, Chapter 1704

as amended by the 2009 Session of the Texas Legislature

Roger Moore, P.C.
P.O. Box 90664
Austin, Texas 78709-0664
(512) 659-8708
(512) 236-1275 fax
rmoore@austin.rr.com

This document is a black-lined version of Chapter 1704 that highlights the changes made by the Texas Legislature during its 2009 Session. It has been assembled from two sources: Chapter 1704, Occupations Code as published by the Texas Legislative Council, plus textual changes made by H.B. 383 and H.B. 3003 passed by the 2009 session of the Texas Legislature. This compilation has been created by Roger Moore, P.C. Any errors or omissions are inadvertent and are entirely the responsibility of Roger Moore, P.C.

OCCUPATIONS CODE

CHAPTER 1704. REGULATION OF BAIL BOND SURETIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 1704.001. DEFINITIONS
Sec. 1704.002. APPLICATION OF CHAPTER

[Sections 1704.003-1704.050 reserved for expansion]

SUBCHAPTER B. COUNTY BAIL BOND BOARDS

Sec. 1704.051. MANDATORY CREATION OF BOARD
Sec. 1704.052. DISCRETIONARY CREATION OF BOARD
Sec. 1704.053. BOARD COMPOSITION
Sec. 1704.0535 ELECTION OF BAIL BOND SURETY BOARD MEMBER
Sec. 1704.054. PRESIDING OFFICER
Sec. 1704.055. MEETINGS
Sec. 1704.056. QUORUM; MAJORITY VOTE

[Sections 1704.057-1704.100 reserved for expansion]

SUBCHAPTER C. BOARD POWERS AND DUTIES

Sec. 1704.101. ADMINISTRATIVE AUTHORITY
Sec. 1704.102. ENFORCEMENT AUTHORITY
Sec. 1704.103. DISBURSEMENTS FROM COUNTY FUND
Sec. 1704.104. POSTING OF BOARD RULE OR ACTION
Sec. 1704.105. LICENSED BAIL BOND SURETY LIST
Sec. 1704.106. BONDING BUSINESS REPORTS
Sec. 1704.107. NOTIFICATION OF LICENSE SUSPENSION OR REVOCATION
Sec. 1704.108. NOTIFICATION OF DEFAULT BY CORPORATION
Sec. 1704.109. SOLICITATION AND ADVERTISEMENT

[Sections 1704.109-1704.150 reserved for expansion]

SUBCHAPTER D. LICENSING REQUIREMENTS

Sec. 1704.151. LICENSE REQUIRED
Sec. 1704.152. ELIGIBILITY
Sec. 1704.153. INELIGIBILITY BECAUSE OF CRIMINAL CONVICTION
Sec. 1704.154. APPLICATION REQUIREMENTS
Sec. 1704.155. REAL PROPERTY LIST
Sec. 1704.156. REAPPRAISAL OF REAL PROPERTY

Sec. 1704.157. PRELIMINARY DETERMINATIONS
Sec. 1704.158. HEARING ON APPLICATION
Sec. 1704.159. DECISION ON APPLICATION; BOARD ORDER
Sec. 1704.160. SECURITY REQUIREMENTS
Sec. 1704.161. LICENSE FORM
Sec. 1704.162. LICENSE EXPIRATION AND RENEWAL
Sec. 1704.163. ATTORNEY EXEMPTION

[Sections 1704.164-1704.200 reserved for expansion]

SUBCHAPTER E. BONDING BUSINESS

Sec. 1704.201. ACCEPTANCE OF LICENSE HOLDER BAIL BONDS
Sec. 1704.202. RECORD REQUIREMENTS
Sec. 1704.203. BAIL BOND LIMIT; ADDITIONAL SECURITY
Sec. 1704.204. PAYMENT OF FINAL JUDGMENT
Sec. 1704.205. BAIL BOND SETTLEMENT
Sec. 1704.206. REPLACEMENT OF SECURITY
Sec. 1704.207. SURRENDER OF PRINCIPAL; CONTEST
Sec. 1704.208. BOND LIABILITY
Sec. 1704.209. BOND DISCHARGED ON APPEAL
Sec. 1704.210. WITHDRAWAL OF SECURITY
Sec. 1704.211. CORPORATE POWER OF ATTORNEY
Sec. 1704.212. EFFECT OF DEFAULT BY CORPORATION; NOTICE REQUIRED
Sec. 1704.213. OFFICE LOCATION

[Sections 1704.213-1704.250 reserved for expansion]

SUBCHAPTER F. ENFORCEMENT PROVISIONS

Sec. 1704.251. INVESTIGATION
Sec. 1704.252. DISCRETIONARY LICENSE SUSPENSION OR REVOCATION: GROUNDS
Sec. 1704.253. MANDATORY LICENSE SUSPENSION OR REVOCATION: GROUNDS
Sec. 1704.2535 FAILURE TO PAY FINAL JUDGMENT BY BAIL BOND SURETY
Sec. 1704.254. NOTICE AND HEARING
Sec. 1704.255. APPEAL; VENUE
Sec. 1704.256. STANDARD OF JUDICIAL REVIEW
Sec. 1704.257. EFFECT OF BOARD ORDER

[Sections 1704.258-1704.300 reserved for expansion]

SUBCHAPTER G. PROHIBITED CONDUCT AND CRIMINAL PENALTIES

Sec. 1704.301. RETURN OF SECURITY

Sec. 1704.302. PROHIBITED REFERRALS OF BONDING BUSINESS; OFFENSE
Sec. 1704.303. BAIL BOND SURETY ACTIVITY; OFFENSE
Sec. 1704.304. PROHIBITED RECOMMENDATIONS OR SOLICITATIONS; OFFENSE
Sec. 1704.305. BAIL BOND RECEIPT AND INSPECTION; OFFENSE
Sec. 1704.306. RECORDS; OFFENSE

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

Memorandum

To: Raul Silguero, Budget Officer

From: Norma G. Garcia, County Treasurer

Date: August 3, 2010

Subject: Emergency Budget Line-Item Transfer

I am respectfully requesting that an emergency budget line-item transfer be made for bail bonds. The transfer is needed in order to pay for expenses incurred and workshop conducted for the Hidalgo County Bail Bond Board by Roger Moore, Attorney at Law.

Please transfer from account 0-1100-415-00-150-002-0-583 (Out of County Travel) to 0-1100-415-00-150-002-0-339 (Other Professional Services) in the amount of $1,037.34.

Should you have any questions, please do not hesitate to contact the Payroll Division at (956) 318-2506.

cc: Damaris Sanmiguel, Senior Budget Analyst, Department of Budget & Management

Norma G. Garcia
Hidalgo County Treasurer
2810 South Business Hwy 281, Edinburg, Texas 78539-6243
Telephone: (956) 318-2506 Fax: (956) 318-2507

Memorandum

To: Raul Silguero, Budget Officer

From: Norma G. Garcia, County Treasurer

Date: August 3, 2010

Subject: Emergency Budget Line-Item Transfer

I am respectfully requesting that an emergency budget line-item transfer be made for bail bonds. The transfer is needed in order to pay for expenses incurred and workshop conducted for the Hidalgo County Bail Bond Board by Roger Moore, Attorney at Law.

Please transfer from account 0-1100-415-00-150-002-0-583 (Out of County Travel) to 0-1100-415-00-150-002-0-339 (Other Professional Services) in the amount of $1,037.34.

Should you have any questions, please do not hesitate to contact the Payroll Division at (956) 318-2506.

cc: Damaris Sanmiguel, Senior Budget Analyst, Department of Budget & Management

AI-22442 **25.G.1.**

Correction of PO#614087 to John Deere Company

CC REGULAR

Date:	08/17/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Facilities Management

Information

CAPTION

Requesting approval to correct Purchase Order #614087 - John Deere Company to reflect a TASB Buyboard awarded contract(s) #292-08 as opposed to the TX-MAS contract #3-23V040 originally detailed (since tractor/accessories are not manufactured in USA) and thus reducing price by $224.68 (which will be refunded by John Deere Company).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Vendor will be refunding County approx. $224.68

Attachments

Link: John Deere

Link: EMAIL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/13/2010 11:08 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 11:11 AM	APRV
3	Olga Garza	Olga Garza	08/13/2010 03:57 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Marty Salazar — Started On: 08/11/2010 12:34 PM

Final Approval Date: 08/13/2010

TEXAS Association of School Boards Yard Equipment

Contract Number: 292-08
Contract Period: June 1, 2008 – May 31, 2011
Eligibility: This is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, other political subdivisions and eligible non-profit entities. For more information, agencies may call the Cooperative hot line at 1-800-695-2919 or click here to logon to the TASB Buyboard site. **Once on the site, enter User ID "JohnDeereDealer" and password "Dealer". Once new page displays, click on "Resources" at to top of the page. Then, under the Vendor information on the right hand side, click on "All Buyboard Members".**

Price Pages: Click on contract number above to view price pages.
Parts are not included in the contract

Price Book Section	Category Description	Discount off MSRP
L10	Hand-Held Product	13%
L15	Walk-Behind Product	13%
L25	Lawn Tractors (excludes LA100 series Tractors)	18%
L25	Lawn Tractors (models: LA100's)	3%
L30	Lawn and Garden Tractors	23%
L35	Equipment For Riders and Tractors	23%
L40	Compact Utility Vehicle (model: CX)	16%
C10	Commercial Walk-Behind Mowers	23%
C13	ZTRAK Mowers and Equipment	23%
C15	Front Mowers and Equipment	23%
C18	Wide-Area Mowers and Equipment	23%
C20	Compact Utility Tractors	18%
C25	Equipment for Compact Utility Tractors	23%
C27	Tractor Loader Backhoe and Equipment	23%
C30	Utility Tractors	26%
C35	Equipment for Utility Tractors	26%
C40	Utility Vehicles and Equipment	19%
C41	High-Performance Utility Vehicles	19%
C45	M-Gators	23%
G10-G30	Golf & Turf Equipment	24%
A2-A10	Agricultural Equipment	26%
Frontier	***Frontier Equipment***	***20%***

The agency must submit purchase orders electronically through the TASB website or faxed to TASB Buyboard at 800-211-5454.

If you have questions concerning this contract please call: 1-800-358-5010, option 1, option 1.

Last Update 05 August 2008

Purchase Order

COUNTY OF HIDALGO

PO#: 614087

DATE: 12/09/08

Needed 12-04-08

VENDOR: 305898 REQ:00144664
FAX (309)749-2313 Email:
Phone:(800)535-2967
JOHN DEERE COMPANY
2000 JOHN DEERE RUN
CARY NC 27513
Vendor Acct:

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS
Contract No:

Special Instructions:
REQ 1506

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED INVOICES, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TX-MAS 3-23V040		
1	EACH	5103 TRACTOR 2WD, 13.6-28 4PR RI BIAS,7.50-16 6PR NIGP 020-89	10,774.50	10,774.50
1	EACH	512 LOADER, MOUNTING FRAME & PARTS, 1850MM GP BUCKET NIGP 020-61	3,903.75	3,903.75
1	EACH	MX6 LIFT-TYPE ROTARY CUTTER NIGP 020-16 ASSET #48721	2,172.75	2,172.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	16,851.00

****

For Hidalgo County use only

8-1100-419-40-220-001-0-742 16,851.00

Approved

Authorized by: Marcus L. Salazar

JOHN DEERE COMPANY
GOVERNMENTAL & NATIONAL SALES CONTRACT QUOTE WORKSHEET

AGENCY INFORMATION	
Bill to: Hidalgo Co Bldgs & Grounds	Ship to: Same
Address: 100 E Cano 2nd Floor	Address:
City, State, Zip: Edinburg, TX 78539	City, State, Zip:
Contact Name:	Contact Name:
Phone:	Phone:

CCE Equipment **VENDOR**	DELIVERING DEALER
John Deere Company	Dealer: Weaks Martin Implement Co., Inc.
2000 John Deere Run	Acct # 40516
Cary, NC 27513	City/State: Mission, TX 78573
Phone: (800) 535-2967	Phone: 956 585-1618
Fax: (309) 749-2313	Contact: John R Morris

Contract #_____ TASB - 2008
Price Effective Date: Sept 2008

List and price all codes, bundles and part numbers required.

Equipment Codes	Description	Factory Inv /Order #	Qty	List Price	Total List Price
0053LV	5103 Utility Tractor		1	$14,366.00	$14,366.00
1002	2 Wheel Drive		1	$0.00	$0.00
4040	13.6-28 In 4PR R1 Bias		1	$0.00	$0.00
6220	7.50-16 IN 6 PR F2 Bias		1	$0.00	$0.00
7001	Less Mid Valves		1	$0.00	$0.00
2362W	512 Standard Loader		1	$4,775.00	$4,775.00
1005	2 Function Single Lever Independent		1	$0.00	$0.00
2000	Mounting Frame		1	$163.00	$163.00
3095	Less Ballast Box		1	$0.00	$0.00
8425	73 in. General Purpose Bucket		1	$110.00	$110.00
9010	Hood Guard		1	$157.00	$157.00
2142W	MX6 Life-Type Rotary Cutter		1	$2,897.00	$2,897.00
1611	Front Safety Shield-Chain		1	$0.00	$0.00
1711	Rear Safety Shield-Chain		1	$0.00	$0.00

				Total List Price per Unit	$22,468.00
				Less Contract Discount	26.00%
				Discount Amount	$ 5,841.68
			Total Price of John Deere Equipment		$16,626.32
		Plus Non-John Deere Equipment - Allied (if applicable)			
			Less Trade-in (if applicable)		
				Subtotal	$16,626.32
Municipal Lease? Yes ___ No ___ Contract # _____			Plus Tax: _____% (if applicable)		
Retail Note? Yes ___ No ___ Contract # _____			*Miscellanous Fees, if applicable (JDC)		
*Applicable miscellaneous fees are to be charged to the customer by JDC and can be blended into their payments. This assures that the lease credit to GNS from JDC matches the agency PO amount. If the fees have not been included in the customer's purchase price and financing documents, GNS will debit the dealer for the fees.					
If tax exempt please submit tax exemption certificate with purchase order.				**Total PO Price**	**$16,626.32**
Please submit this form along with the purchase order.					

5103 Utility Tractor

Equipment for Base Machine

ENGINE:
45 (33.6 kW) SAE Gross Engine
  Horsepower @ 2400 RPM*
38 (28.3 kW) PTO Horsepower
  @ 2400 RPM*
3 Cylinder Turbocharged John Deere
  PowerTech Diesel Engine
179 C.I.D. (2.9 L)
Dry Type Air Cleaner with
  Safety Element
Underhood Muffler with
  Vertical Exhaust Stack
Anti Freeze
Hand and Foot Throttles
Key Engine Shutoff
Fan Finger Guard

TRANSMISSION:
2WD: 9F/3R SyncReverser -
  2R, 5R and 8R Synchronized
  Shuttle Shifts and
  Non-Synchronized Speed Shifts
MFWD: 9F/3R SyncShuttle -
  2R, 5R and 8R Synchronized
  Shuttle Shifts and Speed Shifts
Right Hand Shifted Speeds
Left Hand Shifted Ranges
Park Lock
Differential Lock
Neutral Start Safety Switch

REAR AXLE:
Flanged Rear Axle
Planetary Final Drives

STEERING AND BRAKES:
Hydrostatic Power Steering
Mechanically Actuated Wet Disk
  Brakes Self-Equalizing and
  Self-Adjusting

HYDRAULICS:
Open Center Hydraulic System
Tandem Gear Pump 18.2 GPM (68.9 LPM)
Maximum Total Flow
  Steering Pump 6.8 GPM (25.7 LPM)
  Implement Pump 11.4 GPM (43.1 LPM)
One Rear Selective Control Valve

POWER TAKE-OFF SHAFT:
Independent "Live" 540 RPM
  Rear PTO Shaft
Operator Presence Safety
  Warning - PTO
Safety Start Switch

ROCKSHAFT, HITCH AND DRAWBAR:
Rear Rockshaft with Position Control,
  Draft Control, and Adjustable
  Rate of Drop
3-Point (Category II) Hitch
  with Sway Chains -
    Category II Hitch Balls
Adjustable Drawbar

INSTRUMENTATION:
Electric Fuel Gauge
Tachometer/Hour Meter
Oil Pressure Indicator Light
Coolant Temperature Gauge
Alternator Indicator Light
Air Restriction Indicator Light
Turn Signal Indicator Light
High Beam Light
PTO Engagement Light

ELECTRICAL:
12-Volt Electrical System
One Battery - 623 CCA** with
  145 Minute Reserve Capacity
40 Amp Alternator

LIGHTS:
Two Front Halogen Headlights
Two Turn/Flashing Warning Lights
Two Tail Lights

MISCELLANEOUS:
SMV Emblem
Tilt-Up Hood
Fender Mounted Toolbox

BASE MACHINE:
2-Post Foldable Roll-Over
  Protective Structure (ROPS)
Deluxe Adjustable Vinyl Seat with
  Retractable Seat Belt
18 U.S. Gallon (68.1 L)
  Fuel Tank Capacity
Adjustable Front Axle (56-80 In.)
2-Position Steel Rear Wheels with
  Two 13.6-28 6PR (R1) Tires
2WD: Two 7.50-16 6PR (F2)
  Front Tires

 * Manufacturer's Rating
** Cold Cranking Amps

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	REF.	SUGGESTED LIST PRICE USD ($)

Select One Code From Each Required Category

BASE MACHINE

EX-WORKS Augusta, Georgia; Baltimore, Maryland; Benicia, California; Galveston, Texas; Brunswick, Georgia; Port Hueneme, California; Tacoma, Washington

5103 Utility Tractor
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	REF.	SUGGESTED LIST PRICE USD ($)
		BASE MACHINE ...Continued...		
0053LV		5103 Utility Tractor	101K2211	14,366.00
		FRONT AXLE		
1002		2 Wheel Drive *Includes 9F/3R SyncReverser - 2R, 5R and 8R Syncrhonized Shuttle Shifts and Non-Synchronized Speed Shifts.*		In Base Price
1004		4 Wheel Drive *Limited Slip MFWD Axle.* *Anti-Wrapping Guards for MFWD Drive Shaft.* *Includes 9F/3R SyncShuttle - Synchronized Shuttle and Speed Shifts.*	503K680	4,330.00
		REAR WHEELS WITH TIRES (TWO)		
		All tires offered are of bias ply construction. *See Loader Section of the Sales Manual for Front Tire/Loader compatibility information.*		
4010		21.5L-16.1 In. 6PR R3 Bias *2WD requires Code 6206.* *MFWD requires Code 6416.*	904K02	474.00
4037		16.9-24 In. 6PR R4 Bias *2WD requires Code 6211.* *MFWD requires Code 6430.*	701K37	162.00
4040		13.6-28 In. 4PR R1 Bias		In Base Price
4045		14.9-28 In. 6PR R1 Bias *2WD requires Code 6220.* *MFWD requires Code 6445.*	601K66	196.00
4050		16.9-28 In. 6PR R1 Bias *2WD requires Code 6220.* *MFWD requires Code 6445.*	703K41	402.00
		FRONT WHEELS WITH TIRES (TWO)		
		All tires offered are of bias ply construction. *See Loader Section of the Sales Manual for Front Tire/Loader compatibility information.*		
		FOR OPTION CODE 1002 (2WD):		
6206		27/12LL-15 In. 6PR Turf Special Bias	603K19	376.00
6211		11L-15 In. 8PR F3(Truck Type) Bias	206K1	72.00
6220		7.50-16 In. 6PR F2 Bias		In Base Price
		FOR OPTION CODE 1004 (MFWD):		
6416		9.50-16 In. 6PR R3 Bias	802K44	288.00
6430		12.5/80-18 In. 6PR I3(R4 Type) Bias	605K06	596.00

5103 Utility Tractor
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	REF.	SUGGESTED LIST PRICE USD ($)
		FRONT WHEELS WITH TIRES (TWO) ...Continued...		
6440		8.3-24 In. 6PR R1 Bias	753K18	375.00
6445		9.5-24 In. 6PR R1 Bias	753K86	455.00
		HYDRAULIC CONTROL VALVES		
7001		Less Mid Valves		In Base Price
7221		Dual Mid-SCV with Joystick Control	208K26	972.00
		ATTACHMENTS - ORDER AS DESIRED		
		Attachments ordered in this section will be factory installed if ordered by code, or may be shipped separately under the bundle number and dealer installed.		
9000		French Operators Manual and Decal Kit		No Charge
9002		Spanish Operators Manual and Decal Kit		No Charge
9510		512 Non-Self Leveling Loader Factory Installation *Code 9510 will generate a separate order for the Loader with the following codes: 2361W, 1005, 2000, 3095, 4000, 9050, 9010 (Includes ICV for loader operation).* *Loader pricing is not reflected in Code 9510 List Price, see Loader price pages.* *Loader will be invoiced separately.* *Compatible Tractor Codes: 1002, 7001, 4037, or 4040 or 4045 or 4050.*	002K75	275.00
9520		522 Non-Self Leveling Loader Factory Installation *Code 9520 will generate a separate order for the Loader with the following codes: 2371W, 1000, 2000, 3095, 4000, 5000, 9010.* *Loader pricing is not reflected in Code 9520 List Price, see Loader price pages.* *Loader will be invoiced separately.* *Loader utilizes tractor Dual Mid-SCV with Joystick Control.* *Compatible Tractor Codes: 7221, 4037 or 4040 or 4045 or 4050.*	002K75	275.00
		ATTACHMENTS FOR FIELD CONVERSION		
		Axle - Rear:		
	L154683	Rear Axle 1.2 In. Extension (30 mm) *Two required.* *Requires (16) 19M9364 Cap Screws (8 per Extension), ordered separately.*		See Parts
	L154682	Rear Axle 1.6 In. Extension (40 mm) *Two required.* *Requires (16) 19M8979 Cap Screws (8 per Extension), ordered separately.*		See Parts
	L154684	Rear Axle 4.4 In. Extension (111 mm) *Two required.* *Requires (16) 19M9365 Cap Screws (8 per Extension), ordered separately.*		See Parts
		Engine:		
	LV100030	Auxiliary Front Drive Coupler Kit *Also order from Parts (R500588) Front Drive Adapter.*	525K8	76.00
	LV150155	Engine Coolant Heater Kit (3 Cyl.)	284K9	64.00

512 Standard Loader

Equipment for Base Machine

66 In. (1680 mm) General Purpose Bucket
Hoses, Valve and Power Beyond Kit for
5103, 5203, 5303, 5403, 5045D, 5055D,
5065E and 5075E 2WD Tractors
(refer to serial number compatibility)
Quik-Change Attachment
Mounting Frame for 2WD Tractors
5105, 5205, 5045D and 5055D
Hood Guard for 2WD Tractors
5045D, 5055D, 5065E and 5075E

Refer to Sales Manual for specifications and Tractor requirements and/or recommendations. Tractors with rollover protection and seatbelts are recommended for Loader operation.

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	REF.	SUGGESTED LIST PRICE USD ($)
		Select One Code From Each Required Category		
		BASE MACHINE		
		EX-WORKS Welland, Ontario or Freight Equalization Point. *(Refer to Freight Equalization Chart located with Price List on Dealer Pathways.)*		
2362W		512 Standard Loader	753K676	4,775.00
		HYDRAULIC HOSES AND COUPLERS		
1002		2 Function Single Lever Independent Loader Valve and Hose Kit *For 5105, 5205, 5200, 5210, 5220, 5300, 5310 and 5320 2WD Tractors.*		Same Price
1003		2 Function Hoses and Parts *For 5103, 5203, 5303, 5403, 5105, 5205, 5220, 5320, 5045D, 5055D, 5065E and 5075E 2WD Tractors Equipped with Mid-Mounted SCVs.*	884K18	(544.00)
1005		2 Function Single Lever Independent Loader Valve, Hoses and Power Beyond Connection *For 5103 Tractors (SN PY5103U013641 and above), 5203 Tractors (SN PY5203U005570 and above), 5303 Tractors (SN PY5303U007754 and above) and 5403 Tractors (SN PY5403U000735 and above), 5045D, 5055D, 5065E and 5075E 2WD Tractors.*		In Base Price
1095		Less Hydraulic Controls	565K60	(728.00)
		TRACTOR MOUNTING FRAMES		
2000		Mounting Frame *For 5103, 5203, 5303, 5200, 5210, 5220, 5300, 5310, 5320, 5403, 5065E and 5075E 2WD Tractors.*	511K25	163.00
2010		Mounting Frame *For 5105, 5205, 5045D and 5055D 2WD Tractors.*		In Base Price
		BALLAST BOX		
		Rear Tractor Ballast is required for Tractor stability. See Loader Sales Manual or Operator's Manual for Ballast recommendations.		
3000		Ballast Box	621K58	206.00
3010		Ballast Box with Extension	852K34	305.00

512 Standard Loader
Continued

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	REF.	SUGGESTED LIST PRICE USD ($)
		BALLAST BOX ...Continued...		
3020		Large Ballast Box	826K66	866.00
3095		Less Ballast Box		In Base Price
		BUCKETS		
8415		66 In. (1680 mm) General Purpose Bucket		In Base Price
8425		73 In. (1850 mm) General Purpose Bucket (John Deere Carrier)	708K4	110.00
8995		Less Bucket	055K12	(665.00)
		ATTACHMENTS - ORDER AS DESIRED		
		Guards:		
9010		Hood Guard *For 5103, 5203, 5303, 5403, 5105, 5205, 5200, 5210, 5220, 5300, 5310 and 5320 2WD Tractors.*	891K20	157.00
9014		Hood Guard *For 5045D, 5055D, 5065E and 5075E 2WD Tractors.*	001K54	200.00
		Miscellaneous:		
9050		Bucket Level Indicator	653K4	45.00
9070		Competitive Attachment Adapter Brackets - 1 Pair	111K87	243.00
9080		Parking Stands and Couplers	202K00	260.00
9095		Australian Code of Practice Kit		No Charge
9098		Spanish Operator's Manual and Decal Kit		No Charge
9099		French Operator's Manual and Decal Kit		No Charge
		ATTACHMENTS FOR FIELD CONVERSION		
		Buckets:		
	BW15566	66 In. (1680 mm) General Purpose Bucket *Compatible with John Deere Carrier.*	055K12	665.00
	BW15573	73 In. (1850 mm) General Purpose Bucket *Compatible with John Deere Carrier.*	755K96	775.00
		Guards:		
	BW13780	Hood Guard *For 5103, 5203, 5303, 5403, 5105, 5205, 5200, 5210, 5220, 5300, 5310 and 5320 2WD Tractors.*	891K20	157.00
	BW15817	Hood Guard *For 5045D, 5055D, 5065E and 5075E 2WD Tractors.*	001K54	200.00

MX6 Lift-Type Rotary Cutter Stocker Package

CODE	ATTACHMENT IDENTIFIER	DESCRIPTION	REF.	SUGGESTED LIST PRICE USD ($)
		EX-WORKS Welland, Ontario or Freight Equalization Point. *(Refer to Freight Equalization Chart located with Price List on Dealer Pathways.)* *Front and rear safety shields reduce the risk of thrown objects which could be hazardous.*		
		PACKAGE 11 ORDER CODE		
2142W11		MX6 Lift-Type Rotary Cutter Stump Jumper Slip Clutch Puncture Proof Laminated Tire Front Safety Chain Shield Rear Safety Chain Shield Bushing Kit for iMatch Quick Coupler	052K283	2,965.00

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 11, 2010 12:50 PM
To: 'Hummel Julia M'
Cc: 'Daniel Flores'; 'Darlene Betancourt'; 'oscarg.garza@co.hidalgo.tx.us'
Subject: RE: Re-quote against BuyBoard
Importance: High

Julie:
Can you forward to me the re-quote information? I need the contract number and any other supporting document that will verify your re-quote (i.e. copy of page of contract, pricing page, etc.). I plan to place on next week's CC agenda for action. I would need your information no later than Friday noon.
Thanks,
Marty

From: Hummel Julia M [mailto:HummelJuliaM@JohnDeere.com]
Sent: Tuesday, August 10, 2010 9:39 AM
To: Martha Salazar
Cc: 'Daniel Flores'; 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us
Subject: RE: Re-quote against BuyBoard

Ms. Marty,
As I have not had a situation like this in my time with the department we checked with our accounting group and we do not pay interest on refunds. We are in full agreement on all of your points excepting the interest which you mentioned as negotiable.

If you could keep me updated as to when we would expect a PO, I will make sure it is processed as quickly as possible.

Thank you, Julie

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, August 06, 2010 4:22 PM
To: Hummel Julia M
Cc: 'Daniel Flores'; 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us
Subject: RE: Re-quote against BuyBoard
Importance: High

Ms. Julie:
I think we have a solution for your offer to re-quote under TASB contract (in effect at the same time as original TXMAS purchase) with John Deere. The following would need to occur inasmuch as original purchase order issued (614087) and liquidated/paid:
1) Purchasing would place an agenda item on the next Commissioners Court meeting to request approval of a "correction" to the original purchase order to reflect the TASB contract number (in place at the time of the original purchase);
2) Process a Corrected PO;
3) Forward to John Deere;

Additionally, John Deere will issue a refund to Hidalgo County for $224.68 plus applicable interest (negotiable). We hope that this plan of action meets with your approval so as to finally settle this matter.

8/13/2010

Best Regards,
Marty Salazar

From: Hummel Julia M [mailto:HummelJuliaM@JohnDeere.com]
Sent: Monday, April 19, 2010 10:25 AM
To: Martha Salazar
Subject: Re-quote against BuyBoard

Marty,
I spoke with Dan on Friday afternoon regarding the tractor and based on this conversation and his willingness to keep the tractor, I have redone the pricing based on the TASB contract at the time.
Checking into the contract I found that the TASB contract actually gave a 1% higher discount, resulting in a lower price of $16,626.32.

If changing the contract to TASB is feasible we'd need a modfied PO with the correct contract noted. Please let me know!

Thanks, julie

Julie Hummel
Account Representative
Gov. Sales, Agriculture & Turf
888-222-7239 ext. 8477
HummelJuliaM@johndeere.com

AI-22413 **25.H.1.**

BCAP - Pct 2- Round III - Road & Drainage Construction for Mesquite Acres Recommendation

CC REGULAR

Date:	08/17/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agaptio Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Requesting authority to reject all bids received for CAP-10-240-07-07 “Road & Drainage Construction for Mesquite Acres Subdivision” as recommended by project engineer including authority to re-advertise the project a 3rd. Call BCAP with plans and specifications drafted by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1312-431-00-122-460-1-841 & 733

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

BUDGETARY IMPACT:

No Fiscal Impact - Rejection of Bids

Attachments

Link: eng recomend rebid 22413

Link: ai req 22413

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2010 06:26 AM	APRV
2	Budget & Management	Angela Garcia	08/13/2010 08:28 AM	APRV
3	Roland Garcia	Rolando Garcia	08/13/2010 11:15 AM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

Form Started By: Yvette Islas — Started On: 08/10/2010 11:28 AM

Final Approval Date: 08/13/2010

DL, INC.
DOS LOGISTICS, INC.

Corporate Office

August 4, 2010

Mr. Agapito Vargas
Hidalgo County Colonia Access Director
301 East State Street
Pharr, Texas 78577

Re: ***Hidalgo County Precinct # 2***
Bid No. CAP -10-240-07-07-YSI
"Road & Drainage Construction for Mesquite Acres Subdivision"

Dear Mr. Vargas:

Please accept this letter as retraction of the letter of recommendation dated July 30, 2010 in which Dos Logistics Inc. recommended Garcia & Martinez Paving Inc. to be awarded the above mentioned project. At this time we have not heard anything from Garcia & Martinez Paving Inc. even do we tried to make contact with Mr. Beto Garcia Jr. Due to the lack of interest from Garcia and Martinez Paving in responding telephone calls from this office, we conclude that they lost interest to build this Hidalgo County – "Road & Drainage Construction of Mesquite Acres Subdivision" project.

Because of minimal amount of proposals received, we recommend that Hidalgo County rebid this project.

If you should have any questions please call.

Respectfully,

Hugo P. Gonzalez Jr., P.E.
Resident Engineer

cc: Commissioner Hector "Tito" Palacios – Hidalgo County, Precinct #2

212 W. 3rd Street, Weslaco, Texas 78596 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194
www.doslogistics.com

From:	Agapito Vargas
To:	"Yvette Islas"; "Martha Salazar"
Cc:	"Valde "; "Eralio Palacios"; "Humberto Garza"; "Katia Garcia"; "Marcie Jackson"
Subject:	Rescind Low Bid award
Date:	Friday, August 06, 2010 3:28:07 PM
Attachments:	ltr engineer rescind low bid award mesquite acres.pdf

---

Yvette can please place this agenda item in Commissioner's Court for Tuesday 17th August 2010:

Reject all bids as low bidder is no longer doing business. Two bids were awarded and as one has dropped the county is left with one bidder. Engineer feels uncomfortable determining acceptable cost with just on bidder.

Letter from engineering is attached. Engineer's recommendation is to rebid the project.

Thanks,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us
email smart phone: canics49@gmail.com

Please refrain from printing this email unless completely necessary. Go Green!

AI-22456 **25.I.1.**

Exception under Article III, Section 52 (a) Texas Constitution

CC REGULAR

Date:	08/17/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Determination by Commissioners Court of "public purpose" (under Article III, Section 52 (a) of the Texas Constitution for an expenditure described in Purchase Order #638859 issued to Speedprint Fine Printing in the amount of $238.40 in connection with Memorial Day Ceremony held May 13, 2010 at Hidalgo County Sheriff's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenditure has already encumbered the purchase. NO additional budgetary impact is foreseen.

Attachments

Link: Auditor's Letter

Link: GA-0853

Link: GA-0078

Link: GA-0088

Link: PO Documentation

Link: Article 3 Section 52

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/13/2010 01:32 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2010 01:38 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/13/2010 03:37 PM	APRV
4	Auditor's Office		08/13/2010 05:10 PM	NEW

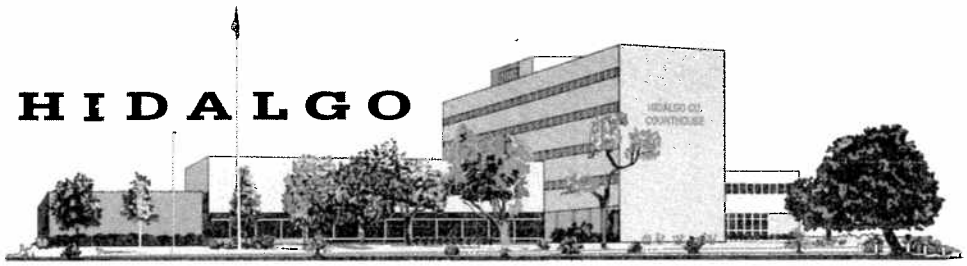
Form Started By: Marty Salazar

Started On: 08/11/2010 04:42 PM

Final Approval Date: 08/13/2010

COUNTY of HIDALGO

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



EDINBURG, TEXAS 78539

August 9, 2010

AUG 11 2010

C-J-559

Ms. Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
County Administration Building
2812 South Business Highway 281
Edinburg, Texas 78539

Subject: Purchase of Invitations

Dear Ms. Salazar:

We are in receipt of invoice number 52884 from Speedprint Fine Printing for invitations purchased by the Sheriff's Office for the Memorial Day Ceremony held on May 13, 2010. Purchase order number 638859 was issued by your office for the purchase of the invitations.

Article III, Section 52 (a) of the Texas Constitution prohibits the state and its political subdivisions from granting a thing of value for private purpose. An exception is made where the grant's predominant purpose is to accomplish a public purpose, not to benefit private parties.

Commissioners Court must determine whether the proposed expenditure serves a predominantly public purpose. Please submit the attached invoice for determination and approval of public purpose to the Commissioners Court. In addition, in the future, please ensure that Commissioners Court determination and approval of public purpose is obtained prior to issuing a purchase order for similar purchases.

If you have any questions or concerns, please call me at 318-2511 ext. 4604.

Sincerely,

Raymundo Eufracio, CPA
Hidalgo County Auditor

Attachments: Copy of invoice number 52884 and purchase order number 638859

Cc: The Honorable Guadalupe Trevino, Hidalgo County Sheriff
Mr. Valde Guerra, Commissioners Court Executive Officer

HIDALGO COUNTY DISTRICT JUDGES

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

Hidalgo County Sheriff
Guadalupe "Lupe" Treviño
requests the honor of your presence
at a ceremony honoring

Fallen Heroes

On
Thursday, May 13, 2010
at 9 a.m. at the
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas

Contact Pat Medina, Executive Assistant
(956) 393-6002

Refreshments Will Be Provided

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

November 27, 2007

The Honorable Elizabeth Murray-Kolb
Guadalupe County Attorney
101 East Court Street, Suite 104
Seguin, Texas 78155-5779

Opinion No. GA-0583

Re: Authority of a county to lease a generator to a radio station (RQ-0593-GA)

Dear Ms. Murray-Kolb:

The Texas Constitution generally prohibits counties from granting or donating a thing of value to a private entity. *See* TEX. CONST. arts. III, § 52(a), XI, § 3. In light of these prohibitions, you ask whether the expenditure of county funds to purchase a generator to be leased to a radio station violates the Texas Constitution.[1]

You tell us that KWED 1580 is an AM radio station located in Guadalupe County, Texas (the "County"). *See* Request Letter, *supra* note 1, at 1. You relate that KWED maintains two back-up generators; the County owns one of the generators, and it needs to be replaced. *See id.* at 2. The County proposes to expend $4,000, one-third of the total cost, to purchase a new generator. *See id.* You state the City of Seguin and private persons will provide the remaining funds to the County.[2] *See id.* The County plans to purchase the generator and lease it to the radio station for "either $0 or a nominal sum." *Id.* The lease agreement will authorize the station to use the generator in both emergency and non-emergency power outage situations. *See id.* KWED will, among other things, be obligated to disseminate information to the public "in the event of a defined emergency," regardless of a power outage. *Id.*

You do not explain what constitutes a "defined emergency," but you note that KWED is the only local station with county-wide transmission and has historically provided information from the County and other local entities to the public "during severe weather conditions." *Id.* at 1. Additionally, you explain that under a local flood preparedness plan, KWED is the "go to" radio station for flood-related information. *Id.* at 1–2; *see also* GUADALUPE-BLANCO RIVER AUTHORITY,

---

[1] *See* Letter from Mr. Robert E. Etlinger, Assistant County Attorney, on behalf of Honorable Elizabeth Murray-Kolb, Guadalupe County Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1, 3 (June 18, 2007) (on file with the Opinion Committee, *also available at* http://www.oag.state.tx.us) [hereinafter Request Letter].

[2] You do not ask about and, therefore, we do not address (1) the authority of a county to accept donations for the purchase of a generator, or (2) the permissibility of the intergovernmental transfer of funds from a city to a county for the purchase of a generator.

INTERIM FLOOD PREPAREDNESS PLAN 14 (Aug. 2005), *available at* http://www.gbra.org/Documents/Flood/InterimFloodPlan.pdf (listing KWED and NOAA Weather Radio as primary sources for disseminating flood-related notices, alerts, and evacuation instructions to the public) (last visited Nov. 19, 2007).[3]

We begin our analysis by examining the authority of a commissioners court to purchase and then lease a generator in conjunction with a county's emergency communications to the public. *See* TEX. CONST. art. V, § 18(b) (a commissioners court "shall exercise such powers and jurisdiction . . . as is conferred by this Constitution and the laws of the State"); *City of San Antonio v. City of Boerne*, 111 S.W.3d 22, 28 (Tex. 2003) (providing a commissioners court is authorized to exercise only those powers expressly conferred on it by the Texas Constitution or Legislature, together with such implied powers as necessary to accomplish those powers expressly conferred).

We find no statutory or constitutional provision expressly placing a duty on a commissioners court to purchase a generator for use in conjunction with a county's emergency communications to the public. And you do not tell us under what authority the County proposes to purchase the generator. However, various statutes may authorize a county to undertake such a purchase. *See, e.g.*, TEX. GOV'T CODE ANN. §§ 418.107(a), (d) (Vernon Supp. 2007) ("A political subdivision [including a county] may make appropriations for emergency management services as provided by law for making appropriations for ordinary expenses" and may issue "time warrants for the payment of the cost of any equipment, construction, acquisition, or any improvements" to carry out chapter 418.), 418.108(a), (f) (authorizing the county judge to declare a local disaster[4] and order a related evacuation); TEX. HEALTH & SAFETY CODE ANN. § 122.001 (Vernon 2001) (authorizing a commissioners court to spend general revenue for public health and sanitation purposes). Thus, it appears, and we assume for the purpose of this opinion, that the purchase of a generator in conjunction with a county's emergency communications to the public is a statutorily permissible expenditure.

We find no express authority for a county to lease its personal property in conjunction with a county's emergency communications. We assume, however, for the purposes of this opinion, that authority to lease a generator is impliedly necessary to carry out powers expressly conferred on the County. *See, e.g.*, TEX. GOV'T CODE ANN. §§ 418.106(a) (Vernon Supp. 2007) (providing that each local agency shall prepare an emergency management plan providing for disaster mitigation, preparedness, response, and recovery), 418.108(c) ("An order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity . . . .").

---

[3]NOAA Weather Radio "broadcasts cannot be heard on a simple AM/FM radio receiver." NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, NWR RECEIVER CONSUMER INFORMATION, *available at* http://www.nws.noaa.gov/nwr/nwrrcvr.htm (last visited Nov. 19, 2007). Thus, it appears that KWED is the only readily available local radio station responsible for disseminating flood-related information to the public under the plan.

[4]The Texas Disaster Relief Act defines the term "disaster" to mean "the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including . . . flood, earthquake, wind, storm." TEX. GOV'T CODE ANN. § 418.004(1) (Vernon Supp. 2007).

We next consider whether the lease of a county-owned generator to a radio station violates the Texas Constitution. Your question is premised upon the prohibitions found in article III, section 52(a) and article XI, section 3 of the Texas Constitution:

> Sec. 52.(a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county . . . to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, ...

TEX. CONST. art. III, § 52(a).

> Sec. 3. No county . . . shall hereafter become a subscriber to the capital of any private corporation or association, or make any appropriation or donation to the same, or in anywise loan its credit; but this shall not be construed to in any way affect any obligation heretofore undertaken pursuant to law . . . .

TEX. CONST. art. XI, § 3; *see also* Request Letter, *supra* note 1, at 2.

The purpose of these prohibitions is not to bar all transactions between counties and private entities. An expenditure that directly accomplishes a legitimate county purpose may still be valid even when it incidentally benefits a private interest. *See Barrington v. Cokinos*, 338 S.W.2d 133, 145 (Tex. 1960) (discussing article XI, section 3); *Walker v. City of Georgetown*, 86 S.W.3d 249, 260 (Tex. App.—Austin 2002, pet. denied) (discussing article III, section 52). Rather, "[t]he purpose of these provisions of the Texas Constitution is to prevent the gratuitous application of public funds for private purposes." *Zimmelman v. Harris County*, 819 S.W.2d 178, 184 (Tex. App.—Houston [1st Dist.] 1991, no writ). The Texas Supreme Court has held that "[a] political subdivision's paying public money is not 'gratuitous' if the political subdivision receives return consideration." *Tex. Mun. League Intergovernmental Risk Pool v. Tex. Worker's Comp. Comm'n*, 74 S.W.3d 377, 383 (Tex. 2002).

Additionally, the court has established a three-part test to determine when a statute accomplishes a public purpose as required by article III, section 52(a): (1) the predominant purpose of a statute requiring a public expenditure must be to accomplish a public purpose, not to benefit private parties; (2) the statute must impose public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment; and, (3) the statute must ensure that the political subdivision receives a return benefit. *See id.* at 384. This office applies similar principles in determining whether an expenditure of public monies or grant of a public thing of value by a political subdivision serves a public purpose. *See, e.g.*, Tex. Att'y Gen. Op. Nos. GA-0480 (2006) at 2, GA-0321 (2005) at 3. With this understanding of the two constitutional provisions you cite, we consider your question.

You ask about the propriety of a lease of a county-owned generator to a radio station for little or no money. *See* Request Letter, *supra* note 1, at 1, 3. You indicate that the County will maintain

ownership of the generator and that the radio station will, under the lease agreement, "be obligated to test, maintain, repair . . . and insure the generator during the life of the lease." *Id.* at 2. Additionally, you relate that the radio station will "go 'on the air' live in the event of a defined emergency," regardless of whether a power failure occurs, to provide information to the public.[5] *Id.*

We cannot definitively answer your question. Whether the lease of the generator to the radio station is gratuitous is a fact question for the commissioners court in the first instance, subject to judicial review. *See* Tex. Att'y Gen. Op. No. GA-0533 (2007) at 5 (explaining that resolving questions of fact is not appropriate for the opinion process). It is also for the commissioners court to determine whether the proposed lease serves a predominantly public purpose, the County retains sufficient control over the transaction, and the lease provides the public with a return benefit. *See Young v. City of Houston*, 756 S.W.2d 813, 814 (Tex. App.—Houston [1st Dist.] 1988, writ denied) ("Determining a public purpose is primarily a function of the legislature, whose decision should not be reversed, unless manifestly arbitrary and incorrect."); *Dodson v. Marshall*, 118 S.W.2d 621, 624 (Tex. Civ. App.—Waco 1938, writ dism'd) (explaining if the commissioners court exercised reasonable discretion in leasing space in the courthouse the district court has no authority to intervene); *Bland v. City of Taylor*, 37 S.W.2d 291, 293 (Tex. Civ. App.—Austin 1931), *aff'd sub nom., Davis v. City of Taylor*, 67 S.W.2d 1033 (Tex. 1934) (determining a public purpose is primarily a legislative function); *cf.* Tex. Att'y Gen. Op. No. GA-0480 (2006) at 2–3.

---

[5]We note that the radio station may, regardless of the lease agreement, "be required to transmit . . . public service messages furnishing information or instructions in connection with a disaster or potential disaster." TEX. GOV'T CODE ANN. § 418.003(3) (Vernon 2005).

S U M M A R Y

The purchase and lease of a generator in conjunction with a county's emergency communications to the public may be permissible under certain provisions of the Texas Disaster Relief Act and the Texas Health and Safety Code.

Article III, section 52 and article XI, section 3 of the Texas Constitution prohibit the gratuitous application of public funds for a private purpose. As to the lease of a county generator to a local radio station, neither constitutional provision precludes the lease if the commissioners court determines: (1) the lease has as its predominant purpose the accomplishment of a public, rather than a private, purpose; (2) the county retains sufficient control over the generator to ensure accomplishment of the public purpose and to protect the generator; and (3) the public receives a return benefit.

Very truly yours,

GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

ANDREW WEBER
Deputy Attorney General for Legal Counsel

NANCY S. FULLER
Chair, Opinion Committee

Christy Drake-Adams
Assistant Attorney General, Opinion Committee

After reviewing this AG Opinion which expresses the opinion that Commissioners Court makest the determination-see #3-the public receives a return benefit.

Which the Sheriff's Office is honoring fallen heroes that served and protected the citizens/public.

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

May 30, 2003

The Honorable C.E. "Mike" Thomas, III Howard County Attorney P. O. Box 2096 Big Spring, Texas 79721	Opinion No. GA-0078 Re: Whether a commissioners court may contract for online legal research services for the general public and local attorneys with fees collected under section 323.023 of the Local Government Code (RQ-0006-GA)

Dear Mr. Thomas:

You ask whether the Commissioners Court of Howard County may contract for online legal research services for the general public and local attorneys, using filing fees collected for the county law library fund.(1) *See* Tex. Loc. Gov't Code Ann. § 323.023 (Vernon Supp. 2003) (authorizing filing fees for county law library fund).

The Howard County Bar Association submitted a proposal to the commissioners court to obtain an online legal research service, Westlaw, for the county law library. As we understand the terms of the proposal, the service provider would treat the entire community as a single customer, providing an open access account to the county law library for the general public and jail inmates, and individual accounts for the district judge, the district attorney, the county attorney, and each participating local attorney. The judge, the state attorneys, and the local attorneys would be able to access the databases from their respective offices. The charge for this service to Howard County would be a flat fee of $1900 to $2000 per month. Participating local attorneys would sign three-year contracts with the service provider and pay for services not included in the county's plan. Because the filing fees earmarked for the county law library fund average only $1840 per month, local private attorneys have agreed to pay the county the difference.

At the commissioners court's invitation, the district attorney submitted his alternative proposal to appoint a county law librarian, who could obtain online legal research services for the library alone at a lower cost.(2) The district attorney objected to the bar association's plan because, he asserted, it would subsidize local attorneys. He observed that the service provider would not offer an open access account for the library without including accounts for the attorneys in the county. According to the district attorney, private attorneys currently pay $145 to $275 per month for online legal research services, but under the bar association's

proposal, their costs would drop to an amount between $25 and $50 per month.

You specifically ask whether the local bar association's proposal would impermissibly subsidize the local attorneys by providing for their online research with the filing fees collected for the county library fund. While this office does not construe particular contracts in an attorney general opinion, we will address a public entity's authority to accept certain contractual terms when the question can be answered as a matter of law. *See* Tex. Att'y Gen. Op. No. JC-0068 (1999). The question we examine here is whether a county may use its law library fund to obtain online legal research services for the general public under a contract requiring the participation of private attorneys to their benefit.

A commissioners court's authority to act for the county derives only from the constitution and statutes, whether that power is express or necessarily implied. *See Guynes v. Galveston County*, 861 S.W.2d 861, 863 (Tex. 1993). Chapter 323, subchapter B of the Local Government Code authorizes a commissioners court to establish and maintain a county law library. Tex. Loc. Gov't Code Ann. §§ 323.021-.025 (Vernon 1999 & Supp. 2003). The commissioners court "shall annually appropriate an amount necessary for the proper maintenance and operation of the library." *Id.* § 323.021(b) (Vernon 1999). To defray a county law library's costs, the code authorizes a county to collect a civil case filing fee for deposit in a special county law library fund. *Id.* § 323.023(a)-(b) (Vernon Supp. 2003).

Section 323.023(b) of the Local Government Code allows the fund to be used only for county law library and judicial purposes, namely:

(1) establishing the law library after the entry of the order creating it;

(2) purchasing or leasing library materials, maintaining the library, or acquiring furniture, shelving, or equipment for the library; or

(3) purchasing or leasing library materials or acquiring library equipment, including computers, software, and subscriptions to obtain access to electronic research networks for use by judges in the county.

Id. § 323.023(b)(1)-(3). Subsection (3) specifically authorizes using the fund for "subscriptions to obtain access to electronic research networks" for judges. Subsection (2) allows a county to obtain online research capabilities for the county law library under its authority to purchase or lease "library materials" and "equipment." As this office has observed, "Computer terminals, printers and programs designed to aid legal research are merely particular items of 'equipment' or types of 'library materials' within the meaning of the statute." Tex. Att'y Gen. Op. No. MW-399 (1981) at 2. Thus, while section 323.023(b) expressly authorizes using the fund to obtain online legal research services for judges and the county law library, it does not address whether the fund may be used to obtain such services for state and private attorneys.

This office has often interpreted chapter 323, subchapter B and its statutory

precursors to mean that a county library fund may not be used for non-statutory purposes. *See, e.g.,* Tex. Att'y Gen. LO-93-043 (law library fund may not be used to maintain materials not owned by the county law library); Tex. Att'y Gen. Op. Nos. MW-9 (1979) (fund unavailable to provide library materials for judges' exclusive use, superseded by statute, Tex. Loc. Gov't Code Ann. § 323.023 (b)(3) (Vernon Supp. 2003)); H-1062 (1977) (fund may not be used for construction or renovation of a library building). The issue here is whether the county may obtain a service for the law library that also benefits state and private attorneys. Attorneys, as well as the general public, are entitled to use a county law library's services. *See Dallas County v. Sweitzer*, 881 S.W.2d 757, 767 (Tex. App.-Dallas 1994, writ denied) (purpose of county law library fee is to provide a library that "allows attorneys and the public access to the state's jurisprudence"). As we understand the bar association's proposal, the online services provider has conditioned the library's open access account on including accounts for public and private attorneys. While the benefit is different for attorneys than for other library patrons, the benefit appears to be an inextricable and incidental feature of the online legal services offered. Therefore, a court considering the question would likely conclude that the statutes permit a commissioners court to use the county law library fund to obtain online legal research services for the library and judges despite an incidental benefit to state and private attorneys. Subject to any constitutional constraints, it is within the commissioners court's discretion to decide whether to use the county law library fund in this manner. *See* Tex. Loc. Gov't Code Ann. § 323.023(c) (Vernon Supp. 2003).

The principal constitutional concern your question suggests is whether expenditures under the proposed contract would be an unconstitutional use of public funds for a private purpose. Under article III, section 52(a) of the Texas Constitution, a county may not "grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever."[(3)] That section and comparable constitutional provisions are intended "to prevent the application of public funds to private purposes; in other words, to prevent the gratuitous grant of such funds to any individual, corporation, or purpose whatsoever." *Byrd v. City of Dallas*, 6 S.W.2d 738, 740 (Tex. 1928).

However, spending public funds for a legitimate public purpose to obtain a clear public benefit is not an unconstitutional grant of public funds. *See Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 383 (Tex. 2002); *Edgewood Indep. Sch. Dist. v. Meno*, 917 S.W.2d 717, 740 (Tex. 1995). Further, an expenditure to directly accomplish a legitimate public purpose is constitutional even though it incidentally benefits a private interest. *See, e.g., Brazos River Auth. v. Carr*, 405 S.W.2d 689, 693 (Tex. 1966) (exchange of state bonds for corporate bonds to directly accomplish the purposes for which the authority was created was "not rendered invalid by the fact that the method of handling the transaction is beneficial to the corporation and its stockholders"); *Barrington v. Cokinos*, 338 S.W.2d 133, 139 (relocating railroad tracks to eliminate railroad crossings did not violate prohibition against donations to corporations in Tex. Const. art. XI, § 3); *Graves v. Morales,* 923 S.W.2d 754, 757 (Tex. App.-Austin 1996, writ denied) (state payment of employee's occupation tax is not an

unconstitutional transfer of funds for private purpose); *Young v. City of Houston*, 756 S.W.2d 813, 814 (Tex. App.-Houston [1st Dist.] 1988, writ denied) (city's enforcement of private restrictive covenants serves a public purpose despite private benefit); Tex. Att'y Gen. Op. No. H-403 (1974) (state agency may construct a building on leased land even though building would become the property of the landowner on lease termination).

Whether a legislative act serves a public purpose is, in the first instance, a determination the appropriate legislative body must make. *See Young*, 756 S.W.2d at 814 (determining public purpose of expenditure is primarily legislative function); *City of Coleman v. Rhone*, 222 S.W.2d 646, 649 (Tex. Civ. App.-Eastland 1949, writ ref'd) (determining public purpose of ordinance is, in first instance, for municipal governing body). The Texas Supreme Court has stated a three-part test to determine if a statute accomplishes a public purpose:

Specifically, the Legislature must: (1) ensure that the statute's predominant purpose is to accomplish a public purpose, not to benefit private parties; (2) retain public control over the funds to ensure that the public purpose is accomplished and to protect the public's investment; and (3) ensure that the political subdivision receives a return benefit.

Tex. Mun. League, 74 S.W.3d at 383. This office has identified similar principles for determining if a particular expenditure serves a public purpose: "In making an expenditure of county funds that benefits a private person or entity, . . . a commissioners court will avoid violating article III, section 52 if it (i) determines in good faith that the expenditure serves a public purpose and (ii) places sufficient controls on the transaction, contractual or otherwise, to ensure that the public purpose is carried out." Tex. Att'y Gen. Op. No. JC-0582 (2002); *see also* Tex. Att'y Gen. Op. No. GA-0033 (2003) at 8 (applying similar principles to article III, section 51 of the Texas Constitution).

That the legislature has authorized counties to obtain online legal research capabilities for their law libraries supports the conclusion that obtaining such services as the local bar association proposes would directly serve a legitimate public purpose. *See Davis v. City of Lubbock*, 326 S.W.2d 699, 709 (Tex. 1959) (legislative determination of public purpose is "highly persuasive"). Moreover, online legal research services would be one means for the county to provide for an accused's constitutional right of access to the courts. *See McDonald v. Steward*, 132 F.3d 225, 230 (5th Cir. 1998) (prisoner has a constitutional right of access to courts through adequate law libraries or assistance from legally trained personnel). We believe that the commissioners court could reasonably determine that the contract for internet legal research services as the local bar association proposes would serve a predominately public purpose and convey a public benefit. Further, the commissioners court could determine that the proposed contract provides sufficient control to ensure that the public purpose is carried out. *See Key v. Commissioners Court of Marion County*, 727 S.W.2d 667, 669 (Tex. App.-Texarkana 1987, no writ) (contractual terms may suffice to provide the requisite control). Consequently, article III, section 52(a) does not preclude a

county from obtaining online legal research services for its law library under a contract that incidentally benefits state and private attorneys.

We conclude that neither chapter 323, subchapter B of the Local Government Code nor article III, section 52(a) of the Texas Constitution prohibits an expenditure according to the local bar association's proposal as described. Of course, it is for the commissioners court to decide in the first instance whether any county expenditure is the appropriate means to serve a legitimate public purpose and is subject to adequate control.

SUMMARY

A commissioners court may use fees collected under section 323.023 of the Texas Local Government Code to provide online legal research services for the general public, judges, and attorneys, and incidental benefit to private attorneys would not render the expenditure unconstitutional under article III, section 52(a) of the Texas Constitution.

Very truly yours,



GREG ABBOTT
Attorney General of Texas

BARRY R. MCBEE
First Assistant Attorney General

DON R. WILLETT
Deputy Attorney General - General Counsel

NANCY S. FULLER
Chair, Opinion Committee

William A. Hill
Assistant Attorney General, Opinion Committee

Footnotes

1. *See* Letter from Honorable C.E. "Mike" Thomas, III, Howard County Attorney, to Honorable Greg Abbott, Texas Attorney General at 1 (Dec. 9, 2002) (on file with Opinion Committee) [hereinafter Request Letter].

2. *See* Letter from Honorable Hardy L. Wilkerson, District Attorney, 118th Judicial District, to Honorable Ben Lockhart, Howard County Judge (Nov. 22, 2002) (attached as exhibit to Request Letter) (on file with Opinion Committee).

3. As pertinent here, the section provides:

Sec. 52. (a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company.

Tex. Const. art. III, § 52(a). Article III, § 52(a) is but one of several constitutional prohibitions against using public resources for private purposes. *See, e.g.*, Tex. Const. art. III, § 50 (loan of state credit); *id.* art. III, § 51 (legislative grants); *id.* art. VIII, § 3 (taxes for public purpose); *id.* art. XI, § 3 (subscriptions or donations to corporations).

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

July 11, 2003

The Honorable Ronald D. Hankins Somervell County Attorney P.O. Box 1335 Glen Rose, Texas 76043	Opinion No. GA-0088 Re: Authority of a county commissioners court partially to close or, alternatively, limit truck traffic on a county road (RQ-0018-GA)

Dear Mr. Hankins:

You ask four questions related to the possibility of county regulation of truck traffic on Somervell County Road No. 406 ["CR 406"], and the possibility of closing a section of CR 406 upon the petition of a group of land owners in the affected area. (1) As you explain the underlying facts, a rock-crushing and mining operation has opened in Johnson County near the road in question, and a "possible, and likely, route for truck traffic from this operation is along CR 406 northward to U.S. Hwy. No. 67 . . . ." Request Letter, *supra* note 1, at 1. The residents of this stretch of road would prefer that it not be used by large trucks from this operation, fearing that such traffic "will pose safety risks and cause diminution to the value of their property." *Id.* at 2. Accordingly, they have petitioned the Somervell County commissioners court to close to the public the portion of CR 406 running past their properties.

The petition was made pursuant to section 251.052 of the Transportation Code, which reads in relevant part:

(a) The residents of a precinct may apply for a new road or a change in an existing road by presenting to the commissioners court a petition signed by:

(1) eight property owners in the precinct, if the application is to request a new road or that a road be discontinued; or

(2) one property owner in the precinct, if the application is for a change in a road other than discontinuing the road.

Tex. Transp. Code Ann. § 251.052(a) (Vernon 1999). The petition specifically calls on the commissioners court to "*abandon, close, vacate and/or alter* County Road 406 in the interest of PUBLIC SAFETY, by *closing the road* beginning at the Somervell County/Johnson County line and continuing Northwest 175 feet, ending at 911 marker #2465." Petition to Somervell County Commissioners Court (posted Dec. 23, 2002) (emphasis added). As an alternative to closing this section of road,

you also ask us to consider the provisions of sections 251.153 and 621.301 of the Transportation Code, which permit a county to establish weight limits for trucks operating on county roads and bridges.

County Authority to Regulate Overweight Trucks

You ask first whether the county has "any *effective* regulatory authority to limit truck traffic on CR 406 or the weight thereof?" Request Letter, *supra* note 1, at 2. Your fourth question is essentially the same, under the assumption that "the majority of the trucks will be overweight permitted by TxDOT." *Id.* at 4. As you note, section 251.153 of the Transportation Code, a part of the County Road and Bridge Act, permits a commissioners court to "establish load limits for any county road or bridge." Tex. Transp. Code Ann. § 251.153(a) (Vernon Supp. 2003); Request Letter, *supra* note 1, at 2. The same power is reiterated by section 621.301(a) of the code. *See* Tex. Transp. Code Ann. § 621.301(a) (Vernon Supp. 2003). However, section 621.301(e) provides that a vehicle "may operate . . . over a road for which the commissioners court has set a maximum weight under this section" if the vehicle has obtained a permit issued under the following sections: 623.011, 623.071, 623.094, 623.121, 623.142, 623.181, 623.192, or 623.212, which provide for permits for oversize or overweight vehicles. *Id.* § 621.301(e). Moreover, section 623.018 provides that a commissioners court may not "regulate or restrict the operation of" an overweight vehicle with a permit issued by the Texas Department of Transportation [TxDOT] under section 623.011 "because of weight." *Id.* § 623.018(d) (Vernon 1999). We note that, pursuant to section 621.353 of the Transportation Code, fifty dollars of the fee collected by TxDOT for each excess weight permit is distributed to the counties, to be shared among them proportionately to the number of miles of county road each county maintains. *Id.* § 621.353(a).

In *Scurlock Permian Corp. v. Brazos County*, 869 S.W.2d 478 (Tex. App.-Houston [1st Dist] 1993, writ denied), the court of appeals considered the relation of the statewide system for permitting overweight vehicles to the power given the county to set load limits and concluded that "the specific provisions of [the statutory predecessor to article 623.018] are an exception or qualification to the general provisions of the County Road and Bridge Act; and that [the statutory predecessor] prevails." *Scurlock*, 869 S.W.2d at 486. The scheme of chapters 621 through 623 of the Transportation Code is, as *Scurlock* points out, intended to "establish statewide uniformity in the permitting of overweight vehicles." *Id.* at 485. Accordingly, to the extent that the traffic that concerns you consists of trucks with overweight permits issued by TxDOT, the county may establish "load limits," but those limits are not applicable to vehicles that obtain an overweight permit authorized by Texas law. *See* Tex. Transp. Code Ann. § 623.018 (Vernon 1999).

County Prohibition of Truck Traffic Generally

As an alternative to county weight regulation of such trucks, you ask whether the county may post this section of road as a "No Thru Truck Traffic" road. Request Letter, *supra* note 1, at 2. The "commissioners court of a county may regulate

traffic on a county road," Tex. Transp. Code Ann. § 251.151 (Vernon 1999), and "may adopt regulations establishing a system of traffic control devices in restricted traffic zones." *Id.* § 251.155(a). Accordingly, the commissioners court may post this portion of road as a "No Thru Truck Traffic" road. However, a county may not regulate or restrict permitted trucks on the basis of weight if the truck has the appropriate permit, *see id.* § 623.018, and therefore must in such a situation forbid *all* truck traffic, not merely that of trucks with overweight permits.

Remedies for Damages

You further ask in this regard if "the County's sole remedy [is] a suit against the permittee" and if so, what the burden of proof would be. Request Letter, *supra* note 1, at 2. Because we cannot determine without reference to any particular situation how the county might be damaged, we cannot canvass every possible cause of action of which the county might avail itself. However, we note that section 251.160 of the Transportation Code provides joint and several liability for the owner and operator of a vehicle that negligently causes damage to a road or bridge. *See* Tex. Transp. Code Ann. § 251.160 (Vernon 1999). The elements of a common-law action for negligence are the existence of a legal duty, a breach of that duty, and damages proximately caused by that breach. *See Thapar v. Zezulka*, 994 S.W.2d 635, 637 (Tex. 1999). The general rule in Texas civil cases is that proof must be by a preponderance of the evidence. *See Ellis County State Bank v. Keever*, 888 S.W.2d 790, 792 (Tex. 1994).

Methods for Closing County Road, and the Requirement of a Replacement in Some Instances

You next ask whether the county may close a portion of a public road without providing a new connecting road. *See* Request Letter, *supra* note 1, at 3. There are a variety of methods by which a road can be closed, and neither the petition nor your letter specifies a particular method.

"Generally, the commissioners courts have long possessed the power to lay out, open, discontinue, or alter any public road." *Smith County v. Thornton*, 726 S.W.2d 2, 3 (Tex. 1986). The authority granted a commissioners court to establish and close roads is granted by section 251.051 of the Transportation Code, which provides in relevant part:

(b) A unanimous vote of the commissioners court is required to:

(1) close, abandon, or vacate a public road; or

(2) alter a public road, except to shorten it from end to end.

(c) The commissioners court of a county may not discontinue a public road until a new road designated by the court as a replacement is ready to replace it.

Tex. Transp. Code Ann. § 251.051(b), (c) (Vernon 1999).

The various statutory terms appear to refer to different actions a county may take with respect to a county road. For the purposes of chapter 251 of the Transportation Code, "'Discontinue' means to discontinue the maintenance of the road." *Id.* § 251.001(2). Further, "[a] public road or highway that has been laid out and established according to law and that has not been discontinued is a public road." *Id.* § 251.002. Accordingly, by the terms of section 251.051, a commissioners court may not cease to maintain a public road as such until a new road is ready to replace it.

While the county may not "discontinue" a public road without providing an alternate route, the provision of section 251.051(b)(1) that it may "close, abandon, or vacate" such a road does not by its terms include such a restriction. The term "close" is not defined in the County Road and Bridge Act. However, both "abandon" and "vacate" are. To abandon is "to relinquish the public's right of way in and use of" a road, *id.* § 251.001(1), and to vacate is "to terminate the existence of the road by direct action of the commissioners court." *Id.* § 251.001(3). Because the provisions for abandoning or vacating a road do not include the requirement that the road be replaced, the commissioners court may either relinquish the public's right of way in a road or terminate the road's existence without providing a replacement. Similarly, the county may alter a road, as section 251.051(b)(2) suggests, without providing an alternate route.

Potential Actions Against County

You next ask whether closing CR 406 could "give rise to a damages claim by the quarry owner whose operations do not abut CR 406, but abut Johnson County Road No. 1234." Request Letter, *supra* note 1, at 3. As you note, section 251.058 of the Transportation Code provides that "[a] property owner may not enjoin" a commissioners court order "to close, abandon and vacate a public road or portion of a public road" unless the property owner owns land abutting the portion of the road in question or the portion of road "provides the only ingress to or egress from" the property. Tex. Transp. Code Ann. § 251.058(a) (Vernon 1999). However, a person whose property abuts the road at another point is not deprived of the "right to seek compensation for damages caused by" depreciation in property values or impairment of a vested right to ingress or egress. *Id.* § 251.058(c). In this case, the entrance to the quarry owner's property is on Johnson County Road 1234, and as you note CR 406 "runs into Johnson County and becomes Johnson County Road No. 1234." Request Letter, *supra* note 1, at 3.

If the potential action for damages were brought as an inverse condemnation case asserting only that the circuitous route injured the rock-crushing operation, Texas case law would not support it. "[W]e have often disallowed, and never allowed, recovery in an inverse condemnation case for damages resulting from a diversion of traffic or a circuity of travel." *State v. Schmidt*, 867 S.W.2d 769, 774 (Tex. 1993). However, we caution that the situation about which you ask-effectively closing a county border along what has been a public highway open to through traffic-is highly unusual. We cannot predict with any certainty what possible causes of

action or theories of damage an aggrieved party might elect and cannot rule out the potential for exposure to damages.

Constitutional Questions Under Article III, Section 52(a)

We note that any decision by the commissioners to grant the petition here is a discretionary one, and as such is subject to review by the district court on an abuse of discretion standard. Among the considerations for the commissioners court, in this regard, is the question of the public benefit of the proposed road closing. Article III, section 52(a) of the Texas Constitution requires that a county not "lend its credit or . . . grant public money or thing of value in aid of, or to any individual, association, or corporation whatsoever . . . ." Tex. Const. art. III, § 52(a). In this case, the grant in question might occur if the commissioners ceded the right of way to the petitioners. The purpose of article III, section 52(a) has been held to be "to prevent the application of public [property] to private purposes." *Byrd v. City of Dallas,* 6 S.W.2d 738, 740 (Tex. 1928).

However, the use of public funds or things of value for a legitimate public purpose does not violate the Texas Constitution. *See Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 383 (Tex. 2002). Further, expenditures with a public purpose that incidentally benefit private parties are constitutional. *Barrington v. Cokinos*, 338 S.W.2d 133, 140 (Tex. 1960).

The determination as to whether a particular grant of public funds or things of value serves a public purpose is, in the first instance, for the governmental body to make. *See, e.g.*, *Young v. City of Houston,* 756 S.W.2d 813, 814 (Tex. App.-Houston [1st Dist.] 1988, writ denied). In regard to state statutes, the Texas Supreme Court has devised a three-part test of the matter, requiring the legislature to ensure that the predominant purpose is public, that there are certain controls established so that the purpose is accomplished, and that a benefit is received. *See Tex. Mun. League*, 74 S.W.3d at 384. Similarly, with respect to counties, this office has said that a commissioners court should determine in good faith that a public purpose is served and place sufficient controls on the transaction so that the purpose is carried out. *See* Tex. Att'y Gen. Op. No. JC-0582 (2002) at 6.

The question of whether the county might violate article III, section 52(a) by abandoning a road pursuant to what is now section 251.058 of the Transportation Code was considered by this office in Attorney General Letter Opinion 94-053. In that case, the Brazoria County commissioners court proposed to allow a subdivision to remove its streets from the county road system and to erect a gate and guardhouse on what, at the time, was a county road. Attorney General Letter Opinion 94-053 concluded that this arrangement did not violate article III, sections 51 and 52 because, under the common law, the easement for a public road reverts, when the road is abandoned, to the owner of the abutting fee, and accordingly upon abandonment a county "has no public property to grant." Tex. Att'y Gen. LO-94-053, at 5.

It is not clear from the petition or your letter whether the county contemplates

ceding the right of way to the abutting landowners. Were the county to do so, however, and were a court to follow the reasoning of Attorney General Letter Opinion 94-053, there would be no constitutional question involved in the action you propose. However, there is a clear factual distinction between closing access to a gated subdivision, as in that case, and closing a regularly traveled public thoroughfare in such a manner that only the residents of the small area in question will be able to travel between two counties on it. Accordingly, the commissioners court would be well-advised to articulate a public purpose for the closing of CR 406.

Finally, you note that "[i]t seems unfair that the general public should be burdened with an operation's use of county roads for its business in a manner that increases the cost to the citizens generally of providing such roads." Request Letter, *supra* note 1, at 4. Policy considerations such as this are a matter for the legislature, rather than of this office in the opinion process.

SUMMARY

A commissioners court may not impose additional regulations with regard to weight on trucks granted an overweight certificate by the Texas Department of Transportation, but may ban all through truck traffic on a portion of a county road. A commissioners court may not discontinue a public road until a road designated to replace that to be discontinued is ready to replace it. However, the court may abandon or vacate such a road without replacing it.

Very truly yours,



GREG ABBOTT
Attorney General of Texas

BARRY R. MCBEE
First Assistant Attorney General

DON R. WILLETT
Deputy Attorney General - General Counsel

NANCY S. FULLER
Chair, Opinion Committee

James E. Tourtelott
Assistant Attorney General, Opinion Committee

Footnotes

1. *See* Letter from Honorable Ronald D. Hankins, Somervell County Attorney, to Honorable Greg Abbott, Texas Attorney General (Feb. 5, 2003) (on file with Opinion Committee) [hereinafter Request Letter].

Purchase Order

COUNTY OF HIDALGO

PO#: 638859

DATE: 04/19/10

VENDOR: 274631 REQ:00173871
FAX (956)682-3299 Email:
Phone:(956)682-1260
SPEEDPRINT FINE PRINTING
706 N. MCCOLL ROAD
MCALLEN TX 78501
Vendor Acct:

BUYER:
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY
Contract No:

Special Instructions:

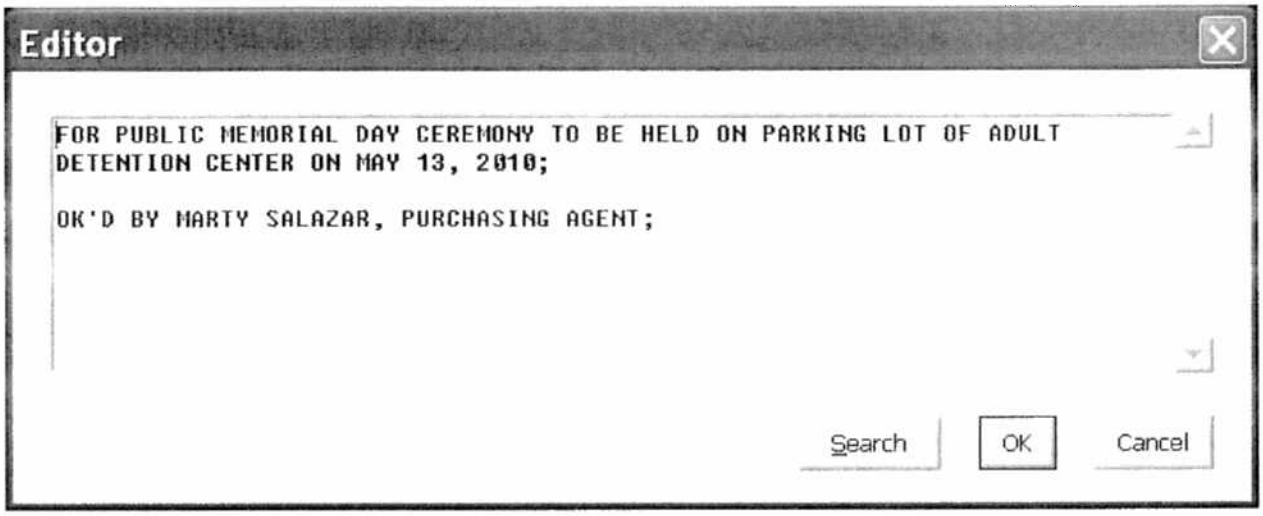
VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	LOT	#6 FOLDOVER PANEL INVITATIONS, BLACK/GOLD 2 SIDED WITH MATCHING ENVELOPES	238.40	238.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		238.40
		********** For Hidalgo County use only		
		0-1100-421-00-280-001-0-550 238.40		
		Approved		

Authorized by: Martha L. Salazar

638859


Editor
FOR PUBLIC MEMORIAL DAY CEREMONY TO BE HELD ON PARKING LOT OF ADULT DETENTION CENTER ON MAY 13, 2010;
OK'D BY MARTY SALAZAR, PURCHASING AGENT;
Search
OK
Cancel

ATTN: ESTHER PEREZ @ AUDITOR'S OFFICE

HIDALGO COUNTY SHERIFF'S OFFICE

DATE SUBMITTED: 7/26/2010 **P.O. # :** 638859

VENDOR: SPEEDPRINT

INVOICES:

ACCOUNT #:	0-1100-421-00-280-001-0-550	52884	5/3/2010	$ 238.40

TOTAL: $ 238.40 F

COMMENTS: _____

ENTERED

RECEIVED BY COUNTY AUDITOR
2010 JUL 27 AM 9 42

Speedprint
Fine Printing

706 N. McColl Rd. • McAllen, Texas 78501
(956) 682-1260 • FAX (956) 682-3299

NAME Hidalgo Co. Sheriff's Office
ADDRESS 711 El Cinco Rd.
CITY Edinburg STATE TX ZIP CODE 78541
PHONE 313-6124 EXTENSION CONTACT NAME Lupe Trevino

INVOICE

52884

ORDER DATE	DATE JOB DUE	CALL WHEN READY	WILL PICK-UP	DELIVER	CUSTOMER P.O. NO.	SALESPERSON	ORDERED BY
4-19-2010	5-3-2010	☐	☐	☐	638859	C	Mayra Montes

ORIGINALS	QUANTITY	NO. UP	UNITS OUT	PRINT	MASTER SIZE	INK COLOR	PAPER-WEIGHT & STYLE	PAPER COLOR	AMOUNT

BINDERY ☐ NUMBER ____ ☐ CUT ____ ☐ FOLD ____ ☐ DRILL ☐ STAPLE ☐ COLLATE ☐ PAD

DESCRIPTION/SPECIAL INSTRUCTIONS 160 #6 Folders Printed 2 Sides (Amounts to 4 Sides) — 238.40

ORIGINALS	QUANTITY	NO. UP	UNITS OUT	PRINT	MASTER SIZE	INK COLOR	PAPER-WEIGHT & STYLE	PAPER COLOR	AMOUNT

BINDERY ☐ NUMBER ____ ☐ CUT ____ ☐ FOLD ____ ☐ DRILL ☐ STAPLE ☐ COLLATE ☐ PAD

DESCRIPTION/SPECIAL INSTRUCTIONS

ORIGINALS	QUANTITY	NO. UP	UNITS OUT	PRINT	MASTER SIZE	INK COLOR	PAPER-WEIGHT & STYLE	PAPER COLOR	AMOUNT

BINDERY ☐ NUMBER ____ ☐ CUT ____ ☐ FOLD ____ ☐ DRILL ☐ STAPLE ☐ COLLATE ☐ PAD

DESCRIPTION/SPECIAL INSTRUCTIONS

P.O.# 638859

ORIGINALS	QUANTITY	NO. UP	UNITS OUT	PRINT	MASTER SIZE	INK COLOR	PAPER-WEIGHT & STYLE	PAPER COLOR	AMOUNT

BINDERY ☐ NUMBER ____ ☐ CUT ____ ☐ FOLD ____ ☐ DRILL ☐ STAPLE ☐ COLLATE ☐ PAD

DESCRIPTION/SPECIAL INSTRUCTIONS

Invoice Received By: M. Montes on 5/3/10
Goods/Services Received By: I. Contreras on 5/3/10
0-100-421-00-2810001-0-550

All orders placed at Speedprint Fine Printing are on a cash on delivery basis unless an authorized convenience account has been opened and approved by the management of Speedprint Fine Printing. All convenience accounts are due and payable net 10 days from receipt of product as confirmed by signature below. All accounts not paid by the 10th of the month following delivery will be charged a service charge of 2% or the maximum allowable by law, whichever is greater. The liability of Speedprint Fine Printing and its respective agents shall be limited to the actual charges for the product or services rendered with respect to any error, omission or failure to perform on the part of Speedprint Fine Printing.

COUNTY AUDITOR

Speedprint Fine Printing
706 N. McColl Rd.
McAllen, Texas 78501

DATE JOB RECEIVED/DELIVERED 5-3-2010
CUSTOMER SIGNATURE
PAID ☐ CHECK ____ ☐ CASH
☒ CHARGED ☐ OTHER ____

DISCOUNT	
SUB TOTAL	238.40
SALES TAX	EXEMPT
TOTAL	238.40 F
DEPOSIT PAID	
BALANCE	

PINK COPY - CUSTOMER
YELLOW COPY - FILE
WHITE COPY - OFFICE

THE TEXAS CONSTITUTION

ARTICLE 3. LEGISLATIVE DEPARTMENT

Sec. 1. SENATE AND HOUSE OF REPRESENTATIVES. The Legislative power of this State shall be vested in a Senate and House of Representatives, which together shall be styled "The Legislature of the State of Texas."

Sec. 2. MEMBERSHIP OF SENATE AND HOUSE OF REPRESENTATIVES. The Senate shall consist of thirty-one members. The House of Representatives shall consist of 150 members.
(Amended Nov. 2, 1999.) (TEMPORARY TRANSITION PROVISIONS for Sec. 2: See Appendix, Note 1.)

Sec. 3. ELECTION AND TERM OF OFFICE OF SENATORS. The Senators shall be chosen by the qualified voters for the term of four years; but a new Senate shall be chosen after every apportionment, and the Senators elected after each apportionment shall be divided by lot into two classes. The seats of the Senators of the first class shall be vacated at the expiration of the first two years, and those of the second class at the expiration of four years, so that one half of the Senators shall be chosen biennially thereafter. Senators shall take office following their election, on the day set by law for the convening of the Regular Session of the Legislature, and shall serve thereafter for the full term of years to which elected.
(Amended Nov. 8, 1966, and Nov. 2, 1999.) (TEMPORARY TRANSITION PROVISIONS for Sec. 3: See Appendix, Note 1.)

Sec. 4. ELECTION AND TERM OF MEMBERS OF HOUSE OF REPRESENTATIVES. The Members of the House of Representatives shall be chosen by the qualified voters for the term of two years. Representatives shall take office following their election, on the day set by law for the convening of the Regular Session of the Legislature, and shall serve thereafter for the full term of years

Sec. 52. COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS. (a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid