AI-22734 **6.D.**

Claim of San Juanita Perez

CC REGULAR

Date:	09/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of San Juanita Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/30/2010 10:34 AM	APRV
2	Auditor's Office	Linda Fong	09/03/2010 08:24 AM	APRV
3	Purchasing Department	Marty Salazar	09/03/2010 12:23 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/30/2010 09:47 AM

Final Approval Date: 09/03/2010

AI-22736 **6.E.**

Claim of Margarito Caballero

CC REGULAR

Date:	09/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Margarito Caballero

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/30/2010 10:35 AM	APRV
2	Auditor's Office	Linda Fong	09/03/2010 08:24 AM	APRV
3	Purchasing Department	Marty Salazar	09/03/2010 12:23 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/30/2010 09:51 AM

Final Approval Date: 09/03/2010

AI-22826 **6.F.**

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

CC REGULAR

Date:	09/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/03/2010 03:06 PM	APRV
2	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Monica Badillo — Started On: 09/03/2010 03:01 PM

Final Approval Date: 09/03/2010

AI-22828 **6.G.**

Cause #C-2749-10-C; Victor Hugo Barrera, et al v. Compass Bank, et al
CC REGULAR

Date:	09/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause #C-2749-10-C; Victor Hugo Barrera, et al v. Compass Bank, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/03/2010 03:07 PM	APRV
2	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Monica Badillo Started On: 09/03/2010 03:04 PM

Final Approval Date: 09/03/2010

AI-22735 **7.D.**

Claim of San Juanita Perez

CC REGULAR

Date:	09/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of San Juanita Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/30/2010 10:34 AM	APRV
2	Auditor's Office	Linda Fong	09/03/2010 08:24 AM	APRV
3	Purchasing Department	Marty Salazar	09/03/2010 12:23 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/30/2010 09:48 AM

Final Approval Date: 09/03/2010

AI-22737 **7.E.**

Claim of Margarito Caballero

CC REGULAR

Date:	09/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Margarito Caballero

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/30/2010 10:35 AM	APRV
2	Auditor's Office	Linda Fong	09/03/2010 08:25 AM	APRV
3	Purchasing Department	Marty Salazar	09/03/2010 12:23 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/30/2010 09:53 AM

Final Approval Date: 09/03/2010

AI-22827 **7.F.**

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

CC REGULAR

Date:	09/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Case 7:10-cv-00268; Francisco De Luna and Elizabeth Diaz, individually and on behalf of all other similarly situated v. Hidalgo County, Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/03/2010 03:06 PM	APRV
2	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Monica Badillo — Started On: 09/03/2010 03:02 PM

Final Approval Date: 09/03/2010

AI-22829 **7.G.**

Cause #C-2749-10-C; Victor Hugo Barrera, et al v. Compass Bank, et al
CC REGULAR

Date:	09/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause #C-2749-10-C; Victor Hugo Barrera, et al v. Compass Bank, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/03/2010 03:07 PM	APRV
2	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Monica Badillo Started On: 09/03/2010 03:04 PM

Final Approval Date: 09/03/2010

AI-22808 **10.B.**

Museum Funding Agreement - Renovation of 1910 Co. Jail

CC REGULAR

Date: 09/07/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Historical Museum:
Approval of Museum Funding Agreement between County of Hidalgo and the Museum of South Texas History for the Renovation of Original 1910 Hidalgo County Jail

BACKGROUND

This Agreement is subject to funding each year since it is for a period of 5 years @ $100,000. each year
Agreement reviewed/approved by legal.
Acct. #0-1100-451-32-115-034-0-843 (pending transfer AI 22806)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-451-32-115-034-0-843
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending AI-22806 CC 9/7/10 consent agenda.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2010 07:59 AM	APRV
2	Erika Zamora	Erika Zamora	09/03/2010 08:41 AM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 09:00 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 01:45 PM	APRV

Form Started By: Monica Badillo Started On: 09/02/2010 04:04 PM

Final Approval Date: 09/03/2010

STATE OF TEXAS '

COUNTY OF TEXAS '

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the ____ day of _____, 2010 but is made effective the 1st day of January, 2010, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

WITNESSETH:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County;

WHEREAS, County is authorized pursuant to Tex. Loc. Gov. Code 318.021 to appropriate money to an organization for the purpose of preserving or reconstructing historical landmarks and buildings that are of historical significance to the County;

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in renovating the historically designated Hidalgo County jail.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Renovation of Original 1910 Hidalgo County Jail.** During the period of this Agreement, Museum agrees to renovate, repair and preserve the original historically designated 1910 Hidalgo County Jail (the "Jail") from water and moisture seeping into the Jail. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing,

maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the renovation of the historic Hidalgo County jail and in consideration of the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of One Hundred Thousand and 00/100ths Dollars ($100,000.00), payable each year during the term hereof, beginning in the calendar year 2010 and ending in the calendar year 2014.

4. **Term.** The period of this Agreement will be for five (5) years, commencing on January 1, 2010 and ending December 31, 2014.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for the renovation of the historic Hidalgo County jail and for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the renovation of the historic 1910 Hidalgo County jail, the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1, 2 and 5 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1, 2 and 5 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code '101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently possess with regard to the establishment or maintenance of other museum(s) or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law,

ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to County:
Hidalgo County, Texas
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to Museum:
Museum of South Texas History
Attention: Executive Director
200 N. Closner Blvd.
Edinburg, Texas 78541

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

13. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become

necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

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

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1, 2 and 5 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code '318.021, et. seq.

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

COUNTY OF HIDALGO, TEXAS

Rene A. Ramirez County Judge

ATTEST:

Arturo Guajardo, County Clerk

Museum of South Texas History

By: _____
Chairman, Board of Trustees

ATTEST:

Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-22796 **10.C.**

Approval to install a self-help legal terminal at Hidalgo County Law Library
CC REGULAR

Date:	09/07/2010
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Angie Chapa
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval to install a self-help legal terminal at the Hidalgo County Law Library by the Texas Legal Service Center at no cost to the county.

BACKGROUND

The legal terminal has been made available by a grant from the Legal Services Corporation Tech Initiative to ensure individuals without internet connection, particularly in rural areas, have access to legal resources.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1247-412-50-100-001-0-601

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

BUDGETARY IMPACT:

The only expense the County will be responsible for is toner if necessary. However, the Texas Legal Services Center will provide four high yield toner cartridges(7000 pages per cartridge) that should last a minimum of 6 months each. (Note: The average cost of toner is between $150 to $300 and any repairs for terminal equipment will be handled through and/or coordinated by TLSC's IT staff.

Funds available as of 9/2/10 $3,485.68.

Attachments

Link: Proposal letter

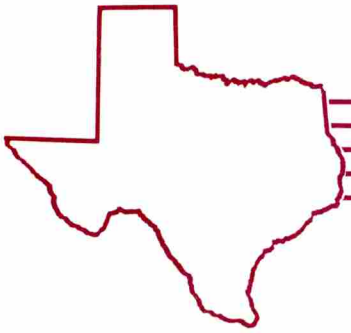
Link: Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2010 03:51 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/03/2010 10:58 AM	APRV
3	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Erika Zamora Started On: 09/02/2010 11:46 AM

Final Approval Date: 09/03/2010



TEXAS LEGAL SERVICES CENTER

August 31, 2010

Angie Z. Chapa, Law Librarian
Hidalgo County Law Library
100 N. Closner Blvd.
Edinburg, TX 78539

Dear Ms. Chapa:

Thank you for the opportunity to install a self-help legal terminal at the Hidalgo County Law Library.

The legal terminal has been made available by a generous grant from the Legal Services Corporation Technology Initiative to ensure individuals without Internet connection, particularly in rural areas, have access to legal resources. The workstation will provide access to www.TexasLawHelp.org, a website used by half a million Texans this year alone to find free civil legal information and resources.

Texas Legal Services Center (TLSC) will provide the workstation equipment, which will consist of a computer, monitor, software, and printer. Additionally, a TLSC staff member will set up the terminal, as well as provide training on the equipment and tutorials on the www.texaslawhelp.org website.

It is our understanding that we will be able to utilize the existing Internet connection at the Hidalgo County Law Library and that a desk and chair has already been allocated for this terminal.

Any repairs for terminal equipment will be handled through and/or coordinated by TLSC's IT staff.

The only anticipated future cost to be incurred by Hidalgo County Law Library for the terminal would be toner cartridges for the printer; although, TLSC will provide four high yield toner cartridges (7000 pages per cartridge) that should last a minimum of 6 months each.

In the event the terminal is no longer supported by the Hidalgo County Law Library, we simply request that the equipment be packed in boxes and shipped back to TLSC, at our expense.

Please do not hesitate to contact me with any additional questions. Thank you again for your support.

Sincerely,

Randall Chapman
Executive Director

cc: Pablo Almaguer

815 Brazos, Suite 1100 Austin, Texas 78701
(512) 477-6000 Fax: (512) 477-6576 web: www.tlsc.org

Submitted by Samantha Hechtman
Special Projects Coordinator
Texas Legal Services Center
April 19, 2010

Proposal for Texas Law Help Computer Terminal

History and Summary of Project:

In January of 2009, Lone Star Legal Aid and Texas Legal Services Center (as the sub-grantee) received grant 08469 from the Legal Services Corporation Technology Initiative Grant (TIG) Program to build a searchable online guide to the Texas Civil Courts System. Texas Legal Services Center (TLSC) would manage the grant and work with the Office of Court Administration to collect the necessary information. Pro Bono Net, which is a national non-profit that assists legal aid organizations with technology projects, was identified as the designer for the guide. Upon completion, the searchable guide would be made available to the public on the TexasLawHelp.org website, also managed by TLSC.

In addition to creating the online guide, the grant outlined the establishment of a single computer terminal that would be made available to the public exclusively for the use of Texas Law Help. There are several questions the computer terminal project hopes to answer:

1. If a public computer station is made available exclusively for the use of legal information and self-help materials, will the public use it?
2. How easily do people find the materials to use? How much assistance do they need from a trained assistant?
3. Specifically, are people using the Court Guide, and if so, for what types of cases?
4. How easy is it for the host site to manage the computer terminal?
5. Is this something that could be, and should be replicated in other locations?

However, the grant did not have a location for the computer terminal. TLSC had to identify a location where the terminal would be most accessible but, also wanted to place it somewhere that did not already have something similar. Not long after receiving the TIG grant, Hidalgo County was identified as a potential partner.

Why Hidalgo?

The Hidalgo County Bar Association (HCBA) is located in an idyllic spot. The offices are within walking distance of the Hidalgo County courthouse, Law Library, Hidalgo County Court Administrative Offices and the Thirteenth Court of Appeals as well as the offices of Rio Grande Legal Aid. This location makes the HCBA offices the ideal location for the computer terminal because it is easily accessible to people who are seeking immediate assistance and information.

Hidalgo County also does not currently have anything similar to the computer terminal model. There are public access points at libraries and monthly legal clinics, but there is currently no designated space for people to seek legal information and materials to represent themselves. By participating in a

program that would be the first of its kind in the area, the HCBA could also stand to gain a great deal from this project.

Self-Represented Litigants- Legal Information, Not Legal Advice

An important distinction to make about Texas Law Help, the Court Guide and the proposed computer terminal is that it is an informational resource only. None of these resources, or the staff that support them, seek to provide legal advice to clients. All resources are labeled as such and users are encouraged to seek the counsel of an attorney if they have any questions or concerns. However, by making informational resources comprehensive and easy to understand self-represented litigants will be better prepared to go to court. This improved preparedness will reduce the amount of court staff time that self-represented litigants currently command.

Benefits to the Bar and Local Legal Community

Outreach and improved community relations: It comes as no surprise that many people are skeptical of the legal system and lawyers in particular. However, feedback from self-help centers across the country show that people view the courts and lawyers in a more favorable light if they are first given the opportunity and tools to tackle a case on their own. Once people have done some research, and work of their own, they often have a new respect for the complexity of a lawyer's job. Hosting the computer terminal would be a wonderful way to provide a community service and improve community relations.

Potential for new clients: As noted above, many people come to realize that their cases and the work needed for the best outcome, is much more complicated than they anticipated. It is at this point that many people will begin seeking the advice of an attorney. One lawyer referral service in California received so many referrals from self help centers that they stopped advertising. Although Hidalgo County does not currently have a local lawyer referral service, the clients of the computer terminal may be a good testing ground for the potential number of clients a local service could bring in.

On that note: a self-help computer terminal will not take away business from local attorneys. Many lawyers and legal communities are understandably skeptical about any form of pro se assistance. Many people fear it will take away business or make their jobs irrelevant. Time again this has been shown to not be the case. Those people that can truly afford an attorney will continue to seek legal counsel. Self-help materials are designed for people who truly cannot afford the full services of an attorney and who may not qualify for legal aid. The advantage to providing these people with some thoughtful information and guidance is that if they proceed to represent themselves they will be better prepared and present less of a challenge to the court system. And again, there are many of these people who will come to realize that this is beyond their capabilities and they need the assistance of an attorney. Additionally, seeking formal legal advice is encouraged at every stage.

Submitted by Samantha Hechtman
Special Projects Coordinator
Texas Legal Services Center
April 19, 2010

Preventing the unlicensed practice of law: Sadly, there are many people who seek to take advantage and exploit people's lack of knowledge about the law or their rights. In Texas and particularly along the border, there are the infamous 'notarios' who offer to fill out and file paperwork for people at exorbitant prices. By providing a safe place for people to get legal information for free, there is a hope that it will deter people from going to 'notarios' and other unlicensed businesses.

Unique project: This truly is a unique opportunity for the HCBA. As mentioned, there is currently no other project like this in Hidalgo County. It is an opportunity for the Hidalgo County Bar Association to pioneer new services in the area. By hosting the terminal, the HCBA will be furthering access to justice for all Texans.

Minimal time commitment: The computer station will be provided and maintained by Texas Legal Services Center. It will be set up so that patrons are only able to use Texas Law Help and any corresponding links and resources. There will be minimal maintenance required once it is installed. TLSC will also train anyone who may be available to answer questions about using the computer terminal. Most people are able to use Texas Law Help with little or no assistance.

Conclusion

As members of the legal community we know that there are thousands of Texans every year who suffer for lack of representation and knowledge about their legal rights. Many of these people will try to go it alone with little information or resources resulting in further congestion in our courts. This problem has been recognized and there is a momentum building to create a better infrastructure to improve access to justice across the state.

The Texas Law Help computer terminal project will be an important testing ground for how to best reach self-represented litigants. The Hidalgo County Bar Association has a unique opportunity to help pioneer this movement. As more counties seek to implement their own projects they will look to Hidalgo for lessons learned, making the legal community there a valued statewide resource. The feedback provided from this project will also be an invaluable resource to the future development of Texas Law Help.

This is a wonderful opportunity to build a strong partnership that will help inform how we, as a community, address issues of access to justice in our state.

AI-22738 **10.D.**

State Farm Insurance Company Settlement Check
CC REGULAR

Date:	09/07/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from State Farm Insurance Company in the amount of $2,610.04 for an auto accident with a County vehicle. (Precinct 3)

BACKGROUND

DOL: 07/20/10

Acct #: 0-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/30/2010 10:35 AM	APRV
2	Erika Zamora	Erika Zamora	09/02/2010 08:53 AM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 08:26 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 12:23 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/30/2010 09:57 AM

Final Approval Date: 09/03/2010

AI-22820 **10.E.**

Status Report on Hurricane Alex's relief efforts

CC REGULAR

Date:	09/07/2010
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	Angela Garcia	09/03/2010 01:47 PM	APRV
2	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Monica Badillo Started On: 09/03/2010 01:29 PM

Final Approval Date: 09/03/2010

AI-22822 **10.F.**

Management Responses to findings ending 12/31/08-Head Start

CC REGULAR

Date:	09/07/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and acknowledgement of Management Reponses to audit findings regarding Head Start audit report for the period 1/1/08 to 12/31/08 prepared by Burton, McCumber and Cortez, LLP with authority for Executive Officer to sign document

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/03/2010 01:55 PM	APRV
2	Olga Garza	Olga Garza	09/03/2010 02:36 PM	APRV
3	Auditor's Office		09/03/2010 03:20 PM	NEW
Form Started By: Monica Badillo			Started On: 09/03/2010 01:34 PM	
Final Approval Date: 09/03/2010				

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Regional Office VI/Office of Head Start
1301 Young Street, Room 937
Dallas, Texas 75202

RECEIVED BY
COUNTY AUDITOR
2010 AUG 27 P 3 10

August 19, 2010

Board of Commissioners
Hidalgo County
2808 South Business Highway 281
P. O. Box 689
Edinburg, Texas 78540-0689

Grant No.: 06CH0183
CIN: A-06-10-95585
PY: 27
PYE: 12/31/2008

Dear Board Members:

The Regional Grants Management Unit (RGMU), ACF Office of Grants Management, has completed a desk review of the organization-wide audit report on the County of Hidalgo, as it applies to the Head Start program, for the period January 1, 2008 through December 31, 2008, prepared by BURTON MCCUMBER AND CORTEZ, L.L.P., Certified Public Accountants. The audit recommendations assigned to this agency for resolution have been restated below for your reference.

205901100. 08-01. Stale Dated Checks. We recommend procedures be strengthened to ensure outstanding checks greater than ninety days old are investigated and resolved in a timely manner.

220926100. 08-02. Machinery & Equipment Asset Listing. We recommend procedures be strengthened to ensure adequate listing of fixed assets is maintained and reconciled to the general ledger.

221901100. ML. District Clerk. We recommend procedures be strengthened to ensure uncollectable accounts are written off in a timely manner.

209926100. ML. Auditors. We recommend procedures be strengthened to ensure capital leases are properly recorded.

209926101. ML. HCDD. We recommend procedures be strengthened to ensure inter-agency balances are properly reconciled.

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 8/31/10 BY:

The RGMU has reviewed the "Management Response" sections of the audit, and your letter dated February 17, 2010, which reported the corrective actions taken by your agency to address the auditors' findings. The corrective actions accomplished or proposed appear acceptable to correct the findings based on your responses.

Your final Financial Status Report (SF-269) for the above referenced program year indicated a zero unobligated fund balance which is in agreement with your PSC-272 report to the HHS/Payment Management System. Therefore, you may consider the audit closed and financial reporting complete for PY27.

Grantees are requested to acknowledge receipt of decisions by the granting office. Please sign and return a copy of this letter within ten (10) days of receipt to this office, Attention: Heather Colwell.

You are requested to make this correspondence plus all grant documents and budget information available to the auditor for subsequent audits. Additionally, please ensure that your Executive Director and other Officers of the Board, Head Start Director, Finance Officer, and Policy Council Chairperson each receive a copy of this letter.

If you have any questions, please contact Janice Pruitt, Grants Management Team Leader, RGMU, at 214-767-8848 or janice.pruitt@acf.hhs.gov.

Sincerely,

Susan Johnston

Susan K. Johnston
Regional Program Manager

Acknowledgement:

_____

Signature Date

cc: GF/RF
ACF/Division of Financial Integrity
Ray Bishop, Regional Grants Management Officer
Debbie Drake, Program Manager
Alfredo Huerta, Program Specialist
Eric Weiss, Grants Management Specialist

AI-22756 **11.A.**

Appointment of Deputy Constable Precinct 3
CC REGULAR

Date:	09/07/2010
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Appointment of Rodolfo Trevino as Deputy Constable by Constable Lazaro Gallardo in accordance with Texas Local Government Code 86.011.

BACKGROUND

Deputy Constable Rodolfo Trevino
Copies of Texas Local Government Code Section 86.011 is attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Link: Local Government Code 86.011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2010 08:11 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/01/2010 03:50 PM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 08:27 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 12:25 PM	APRV

Form Started By: Rachel Cavazos Started On: 08/31/2010 04:03 PM

Final Approval Date: 09/03/2010

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 1094, § 18, eff. September 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001.

Amended by:
Acts 2005, 79th Leg., Ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this

section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, § 6, eff. September 1, 2007.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-22730 **13.A.**

2009 Homeland Security Grant Increase in Award Amount
CC REGULAR

Date:	09/07/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Belinda Alvarez, Emergency Management
Department:	BUDGET & MANAGEMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

Authorization and approval to accept the 2009 Homeland Security Grant program (increase) from the Texas Division of Emergency Management (TDEM) in the amount of $150,134.83.

BACKGROUND

This is a reimbursement grant. No Local cash match is required.

Federal Grant Award Number 2009-SS-T9-0064
Performance Period: August 1, 2009 to April 15, 2012

Original acceptance of grant award was on 10/27/09 AI-17997 for $843,860.48

A partial appropriation of monies was done on 08/24/10 AI-22609 for $34,265.76 for the purchase of portable radios.

*Appropriation of the remaining monies will be submitted at a later date.

The new total award amount is $993,995.31, an increase of $150,134.83

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-429-10-300-027-2-XXX

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

BUDGETARY IMPACT:

Current funding in account 0-1283-429-10-300-027-2-748 $34,265.76

*remaining monies will be appropriated at a later time.

Attachments

Link: Grant Increase Award Page

Link: Additional Breakdowns for the grant

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa	Manuel Chapa	09/02/2010 02:21 PM	APRV
2	Budget & Management	Erika Zamora	09/02/2010 03:50 PM	APRV
3	Rey Salazar	Angela Garcia	09/03/2010 11:03 AM	APRV
4	Manuel Chapa	Manuel Chapa	09/03/2010 11:04 AM	APRV
5	Auditor's Office	Angela Garcia	09/03/2010 03:20 PM	APRV

Form Started By: Rolando Garcia Started On: 08/27/2010 03:31 PM

Final Approval Date: 09/03/2010

Texas Department of Public Safety

July 9, 2010

2. Prepared by: Mendez, Arturo | **3. SAA Award Number:** 09-GA 48215-04

Rene A. Ramirez
Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Federal Grant Title:	**Homeland Security Grant Program**
Federal Grant Award Number:	2009-SS-T9-0064
Date Federal Grant Awarded to TxDPS:	August 1, 2009
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Restrictions

Total Award Amount

$993,995.31

Note: Additional Budget Sheets (Attachment A): ☐ **Yes** ☐ **No**

SHSP 97.073	SHSP-LEAP 97.073	UASI 97.008	UASI	UASI-LEAP 97.008	CCP 97.053	MMRS 97.071
$676,739.38	$317,255.93	$0.00	$0.00	$0.00	$0.00	$0.00

This award supersedes all previous awards. **Performance Period:** Aug 1, 2009 to Apr 15, 2012

6. Statutory Authority for Grant: This project is supported under Consolidated Security, Disaster Assistance and Continuing Appropriations Act. 2009 Public Law No. 110-329.

7. Method of Payment: Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.

9. Agency Approval

Approving TxDPS Official:

Janice E. Bruno, Administrator
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Janice E. Bruno

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:

Rene A. Ramirez
Hidalgo County Judge

Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:

12. Date Signed :

13. DUE DATE: August 15, 2010

Signed award and Direct Deposit Form (If applicable) must be returned to TxDPS on or before the above due date.

2009 TERMS AND CONDITIONS
Homeland Security Grant Program (HSGP)

FY 2009 HSGP is comprised of four separate grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Metropolitan Medical Response System (MMRS)
- Citizen Corps Program (CCP)

Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Texas Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "TDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, TDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2009 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement. The Sub-recipient must also certify to the statements provided in Exhibits B and C by signing and returning a copy of these documents with the Sub-recipient Agreement.

Overview, Special Conditions and Performance Standards

A. Overview.

State Homeland Security Grant (SHSP)

The State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Urban Areas Security Initiative (UASI)

Urban Areas Security Initiative (UASI) program funds address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

Metropolitan Medical Response System (MMRS)

The MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. MMRS Grantees will reduce the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before the incident occurs.

Citizen Corps Program (CCP)

The Citizen Corps mission is to bring community and government leaders together to coordinate the involvement of community members and organizations in emergency preparedness, planning, mitigation, response, and recovery.

B. Special Conditions

SHSP

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

The recipient may only fund projects that were included in the FY 2009 State Investment Justifications which were submitted and approved by DHS/FEMA Use of SHSP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with SHSP funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 SHSP will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

Since a separate LETPP grant program for Law Enforcement Terrorism Prevention Activities was not created for FY 2009, the State is required to ensure that local and state sub-grantees expend at least 25 percent of their SHSP award funds towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

UASI

Allocations and use of grant funding must support and be coordinated with the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. The recipient may only fund projects that were included in the FY 2009 Urban Area Investment Justifications which were submitted and approved by DHS/FEMA. The recipient agrees that funds utilized to establish or enhance designated state and Urban Area fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's Baseline Capabilities for State and Major Urban Area Fusion Centers, a supplement to the Fusion Center Guidelines, located at http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf. The recipient agrees to fund any multi-state or multi-urban area Investments that were included in the FY2009 Investment Justification that was submitted to GPD and received a bonus in the effectiveness analysis.

A personnel cap of up to 50% of total program funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, the use of Homeland Security Grant Program grant funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

MMRS

MMRS is a local grant which will require each MMRS Jurisdiction establish a single Point of Contact (POC) who will serve as the responsible contact for MMRS implementation, activities, and procurement for the jurisdiction as lead and in coordination with a Jurisdictional MMRS Steering Committee. The POC and MMRS Steering Committee will integrate local emergency management, health and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework; promote regional coordination of mutual aid with neighboring localities; regularly validate the jurisdictions local emergency response capability to a mass casualty incident by means of an exercise or other validation means; collaborate with local, regional, and State health and medical partners, such as Medical Reserve Corps Units and Citizen Corps Councils, as well as leverage other

Federal programs, such as the U.S. Department of Health and Human Services Assistant Secretary for Preparedness and Response (DHHS-ASPR) Hospital Preparedness Program and Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP), Center for Disease Control and Prevention Cities Readiness Initiative and Strategic National Stockpile, to coordinate and support plans, processes and strategies related to, but limited to: Continuity of Government; Continuity of Operations; Equipment and Supplies Procurement; Fatality Management; Forward Movement of Patients; Hospital Evacuation; Interoperable Communications; Patient Tracking; Pharmaceutical and Medical Supply Management and Distribution; Public Education; Outreach and Information; Recruiting Volunteers; and Training; ensure the "MMRS Leadership" is fully represented on the Urban Area Working Group in cases where a MMRS grant is awarded and a UASI program exists; ensure all neighboring MMRS subgrantees actively and demonstratively collaborate to develop a regional plan that supports the MMRS mission in that region in cases where MMRS subgrantees are located adjacent to one another and implement an Investment Justification that clearly identifies the size of the populations included in the planning and operational areas supported by the MMRS grant. The Metropolitan Medical Response System (MMRS) provides funds to build capabilities at the State and local levels to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report. MMRS supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, MMRS supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF).

Activities implemented under MMRS must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Use of MMRS funds must be consistent with and supportive of implementation of the State Homeland Security Strategy and State Preparedness Report. Linkages between specific projects undertaken with MMRS funds and strategic goals and objectives will be highlighted through regular mechanisms, including the Biannual Strategy Implementation Report (BSIR)

As defined in the FY 2009 grant guidance, the FY 2009 MMRS will focus on two objectives as the highest priorities. These two objectives are:

1. National Priority: Strengthen Information Sharing and Collaboration Capabilities – Maximizing Information Sharing via the National Network of Fusion Centers;

2. National Priority: Strengthen Medical Surge and Mass Prophylaxis – Developing and Enhancing Health and Medical Readiness and Preparedness Capabilities. These two priorities are in addition to the priorities for all programs under the Homeland Security Grant Program and, if applicable, the Law Enforcement Terrorism Prevention Activities Priorities.

CCP

The sub-recipient must register their Citizen Corps Council on the Citizen Corps website http://www.citizencorps.gov and manage their program and information on the site. Citizen Corps Councils must include representatives of emergency management, homeland security, law enforcement, fire service, medical services/public health or their designee, elected officials, the private sector, private non-profits, non-governmental organizations and advocacy groups for special needs populations. In addition, representatives from existing Citizen Corps programs, such as Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Community Emergency Response Team (CERT), Neighborhood Watch, and Fire Corps should be included on the Citizen Corps Council. Where applicable, a Metropolitan Medical Response System representative should also be included on the Citizen Corps Council.

All allocations and use of funds under this grant must be in accordance with the FY 2009 HSGP Guidelines and Application Kit found at - http://www.fema.gov/government/grant/hsgp/index.shtm. All award Sub-recipients are required to have read, understood and accepted the FY 2009 HSGP Guidance and Application Kit as binding.

C. **Standard of Performance.** The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and

Request for Budget Appropriation

2009 SHSP LEAP GRANT $467,390.76

Project 1- Portable Radios $34,265.76 (Awarded)

5- Motorola ASTRO Digital APX 7000 Portable Series radios (5 @6844.50 = 34,222.50)

Ok with do appropriate for this way

Project 2- Repeaters (Part 2 of 2) $317,225.93 (Awarded)

****Still pending additional award to be approved by Commissioners Court**

Note:

The County is still pending a state award in the amount of $150,134.83 which will make the total award of $467,390.76 which was approved by the RGV Council of Government for the nine county wide repeaters. (See Attachment A)

Request for Budget Appropriation

2009 SHSP GRANT $526,604.55

Project 1- Video Conferencing Equipment $125,505.90 (Awarded)

Cameron County		$29,042.92
$8,698.00	Camera/Installation/Tandberg Edge 95 (Calence)	
$15,606.00	Video Conferencing Equipment/Tandberg 1000 (Calence)	
$4,738.92	3 Air Cards w/routers and 23 months monthly service (Sprint)	

Hidalgo County		$77,740.92
$8,698.00	Camera/Installation/Tandberg Edge 95 (Calence)	
$8,698.00	Camera/Installation/Tandberg Edge 95 (Calence)	
$15,606.00	Video Conferencing Equipment/Tandberg 1000 (Calence)	
$4,738.92	3 Air Cards w/routers and 23 months monthly service (Sprint)	
$40,00.00	Deaflink Interpreting Service (Deaflink)	

Willacy County		$15,029.64
$8,698.00	Camera/Installation/Tandberg Edge 95 (Calence)	
$4,752.00	Video Conferencing Equipment/Tandberg 1000 (Calence)	
$1,579.64	1 Air Cards w/routers and 23 months monthly service (Sprint)	

Project 2- Repeaters (Part 1 of 2) $401,098.65 (Awarded)

****Still pending additional award to be approved by Commissioners Court**

Hidalgo County applied and was approved for SHSP and SHSP-LEAP Grants which will be used for three separate projects.

Grant	Amount Requested	Amount Approved	Request
SHSP	159,355.64	**125,505.90**	Air cards, video conferencing, regional video remote plan **(Project 1)**
SHSP	354,375.00	**401,098.65**	9 repeaters in Cameron, Willacy and Hidalgo Counties **(Project 2)**
		526,604.55	**SHSP TOTAL**
SHSP-LEAP	432,000.00	**34,265.76**	Portable Radios **(Project 3)**
SHSP-LEAP	433,125.00	**433,125.00**	9 repeaters in Cameron, Willacy and Hidalgo Counties **(Project 2)**
		467,390.76	**SHSP-LEAP TOTAL**

Note: Project 2 utilizes two separate grants for completion of 9 repeaters to be installed regionally.

Amounts Awarded through Texas Division of Emergency Management

SHSP	**526,604.55** -125,505.90 for Video Conferencing Equipment 401,098.65 remaining amount to be used for 9 repeaters
SHSP-LEAP	**467,390.76** -317,255.93 amount already awarded to County **150,134.83** ***amount still pending for award*** ***(See Attachment A)***

TOTAL REQUESTED $ 11,680,419.44 Total Available $ 2,028,302.49

MOU Amount $187,668.54 80% at COG and 20 %at TDEM
Our portion $150,134.83-------TDEM $37,533.71

*** All radios funded must be Project 25 compliant ***

LEAP Interop

	Jurisdiction	Discipline	Request	Approved	Scalable	Funding	Focus	Equipment Requested/Unapproved in red
1	Brownsville	law	$ 137,100.00	$ 34,265.76	yes	leap	comm	portable radio package 800 MHz trunked
2	Cameron County	law	$ 81,887.82	$ 34,265.76	yes	both	comm	portables and mobiles
3	Edinburg	law	$ 140,000.00	$ 34,265.76	yes	leap	comm	portable radio 800mhz digital
4	Edinburg for ECISD	law	$ 450,000.00	$ -	yes	leap	comm	portable radio
5	Harlingen	law	$ 124,980.00	$ 34,265.76	yes	both	comm	portable, mobile radios and accessories
6	Hidalgo	law	$ 90,000.00	$ 34,265.76	yes	both	comm	portable
7	Hidalgo County	law	$ 432,000.00					
8	Hidalgo County	law	$ 433,125.00					
9	Hidalgo County	law	$ 455,400.00	$ -	yes	both	comm	207 portable radios for many jurisdictions in cameron, willacy and hidalgo counties XTS2500
10	Los Fresnos and other ju	law	$ 30,000.00	$ -	yes	leap	comm	dispatch CAD upgrade (application withdrawn by Chief Harris)
11	Los Fresnos and other ju	law	$ 115,200.00	$ 34,265.76	yes	both	comm	portable radios
12	Mission	law	$ 82,200.00	$ 34,265.76	yes	leap	comm	portable radios
13	Palmview	law	$ 13,906.47	$ 13,906.47	yes	both	comm	portable radios mobile
14	Raymondville	law	$ 130,000.00	$ 34,265.76	yes	leap	comm	1---2 seat radio dispatch console
15	San Benito	law	$ 492,261.69	$ 34,265.76	yes	both	comm	base, portable and mobile radios
16	Weslaco/HC Pct 1	law	$ 61,600.00	$ -	yes	leap	comm	mobile and portable radios
17	Willacy County	law	$ 230,000.00	$ 34,265.76	yes	both	comm	mobile radios, dispatch console
		Total	$ 3,499,660.98	$ 823,954.83				
		Total Available for Project		$ 823,954.83				
		Balance		$ (0.00)				

SHSP Interop

	Jurisdiction	Discipline	Request	Approved	Scalable	Funding	Focus	Equipment Requested/Unapproved in red
18	Brownsville	fire	$ 44,400.00		yes	shsp	comm	portable radio package 80 MHz trunked
19	Brownsville/McAllen	various	$ 328,500.00		yes	shsp	comm	Mobile, Portable radio packages
20	Cameron County	em	$ 32,135.08	$ -	yes	shsp	comm	go kit phones plus accessories and online data service
2	Cameron County	law	$ 133,306.18	$ -	yes	both	comm	portable, mobile radios and chargers
21	Combes	law	$ 37,632.05	$ -	yes	shsp	comm	mobile and portable radios TM9 155 Mobile and TP9155 Portable
22	Harlingen	fire	$ 45,600.00	$ -	yes	shsp	comm	portable radios
5	Harlingen	law	$ 124,980.00	$ -	yes	both	comm	portable, mobile radios and accessories
6	Hidalgo	various	$ 135,000.00	$ -	yes	both	comm	portable and mobile radios 800mhz
23	Hidalgo County	various	$ 159,355.64	$ 125,505.90	yes	shsp	comm	aircards, video conferencing, regional video remote plan
7	Hidalgo County	various	$ 345,600.00	$ -	yes	both	comm	portable radios for many jurisdictions in cameron, willacy and hidalgo counties APX 7000
8	Hidalgo County	various	$ 354,375.00					
9	Hidalgo County	various	$ 372,600.00		yes	both	comm	207 portable radios for many jurisdictions in cameron, willacy and hidalgo counties XTS2500
24	Indian Lake	law	$ 22,200.00	$ -	yes	shsp	comm	portable radios
25	La Feria	various	$ 84,000.00	$ -	yes	shsp	comm	portable radios
26	La Joya	law	$ 482,559.10	$ -	yes	shsp	comm	base, portable, mobile, repeater, tower equipment
11	Los Fresnos and other ju	law	$ 172,800.00	$ -	yes	both	comm	portable radios
27	McAllen	various	$ 420,000.00	$ -	yes	shsp	comm	motorola astro 25-5 channel site
28	Palmhurst	fire/em	$ 77,437.50	$ -	yes	shsp	comm	base, portable and mobile radios
13	Palmview	various	$ 30,197.53	$ -	yes	both	comm	portable radios
29	Palmview	law	$ 275,000.00	$ -	yes	shsp	comm	skywatch tower, mobile communicator
30	Pharr	various	$ 136,291.64	$ 46,660.00	yes	shsp	comm	mobile radio equipment
31	Pharr	law	$ 394,200.00	$ 19,200.00	yes	shsp	comm	upgrade base portable and mobile
32	Primera	law	$ 30,273.00	$ -	yes	shsp	comm	mobile radios
33	Rio Hondo	various	$ 47,105.60	$ -	yes	shsp	comm	portable and mobile radios
15	San Benito	various	$ 203,012.61	$ -	yes	both	comm	base, portable and mobile radios
34	San Juan	various	$ 57,829.14	$ -	yes	shsp	comm	base, portable and mobile radios
35	Sullivan City	law	$ 263,345.00	$ -	yes	shsp	comm	portable and mobile radios, repeaters, skywatch tower, digital in car video system
36	Weslaco/ Mid Valley enti	various	$ 363,537.96	$ -	yes	shsp	comm	repeater and cad dispatch system
17	Willacy County	various	$ 125,000.00	$ -	yes	both	comm	portable
		Total	$ 5,298,272.03	$ 592,464.55				
		Total Available for Project		$ 592,464.55				
		Balance		$ -				

SHSP CIP

	Jurisdiction	Discipline	Request	Approved	Scalable	Funding	Focus	Approved Equipment Requested/Unapproved in red
37	Brownsville	health	$ 44,500.00	$ -	yes	cip	health	msa safesite remote field detection unit
38	Brownsville	ublic work	$ 270,000.00	$ 85,000.00	yes	cip	public works	trailer mounted generator 250kw
39	Cameron County	em	$ 106,500.00	$ -	yes	cip	county pcts/sheriff	emergency response rapid deployment trailer for flood lighting
40	Cameron County	em	$ 126,000.00	$ 126,000.00	yes	cip	county pcts/sheriff	trailer mounted 300kw generator
41	Hidalgo County	em	$ 84,250.00	$ -	yes	cip	community	animal leashes, collars, portable crates, plastic liners, plastic file cabinets/boxes
42	LRGVDC	citizens	$ 10,600.00	$ -	yes	cip/ccp	community	pro cert pack kit, all weather field kit, badge lanyards
43	Mercedes	law	$ 236,924.38	$ -	yes	cip	enforcement	skywatch tower
44	Mission	law	$ 134,250.00	$ -	yes	cip	enforcement	video camera system/mesh network
45	Willacy County	em	$ 285,000.00	$ 85,232.28	yes	cip	public works	trash pump, 1 generator, hoses
		Total	$ 1,298,024.38	$ 296,232.28				
		Total Available for Project		$ 296,232.28				
		Balance		$ -				

CCP

	Jurisdiction	Discipline	Request	Approved	Scalable	Funding	Focus	Approved/Unapproved in red
46	Lrgvdc	various	$ 19,418.55	$ 19,418.55	yes	ccp	community	equip to promote ccp, planning costs to continue program. City of mcallen will accomodate the lrgvdc with storage space.
47	Harlingen	various	$ 8,197.00	$ -	yes	ccp	community	cert backpack kit
48	Mission	various	$ 16,053.50	$ -	yes	ccp	community	cert pack, deployment bags, airbeds, first fanny packs, first aid kits, helmets, cpr protection kits
49	Mission	various	$ 21,505.00	$ -	yes	ccp	community	tactical vests, frs/gmrs portable radios, cert caps -tshirts
		Total	$ 65,174.05	$ 19,418.55				
		Total Available for Project		$ 19,418.55				
		Balance		$ -				

SHSP RRT

	Jurisdiction	Discipline	Request	Approved	Scalable	Funding	Focus	Equipment Requested/Approved/Unapproved in red
50	Alamo	fire	$ 26,400.00	$ 26,400.00	yes	shsp	rrt	all terrain vehicle and conspace training
51	Brownsville	fire	$ 32,400.00		yes	shsp	rrt	thermal imaging camera (1)
52	Brownsville	law	$ 29,500.00	$ 32,561.86	yes	leap	rrt/eod unit	ied/eod protective ensemble unit includes suit, helmet, visor, hw 300 comm system
53	Edinburg	fire	$ 33,040.00	$ 32,561.86	yes	shsp	rrt	level a suit, zumuro tent and rescue equipment
54	Edinburg	fire	$ 34,220.00		yes	shsp	rrt	rescue equipment
55	Harlingen	fire	$ 45,600.00	$ 32,561.86	yes	shsp	hazmat	portable radios (12)
56	Harlingen	fire	$ 272,000.00		yes	shsp	rrt/public works	portable and base radio (control stations)
57	McAllen	fire	$ 455,691.00	$ 81,098.00	yes	shsp	public works	heavy duty priming assisted trash pump, 6" lay flat discharge hose, 6" suction line, cam lock fittings
58	Mission	fire	$ 93,400.00	$ 32,561.86	yes	shsp	special ops team	SCBA (4)
59	Palmhurst	fire	$ 16,754.00	$ -	yes	shsp	fire/rrt	protective garment, helmet, hood, gloves footwear, thermal imaging, flotation device
60	Pharr	fire	$ 64,358.00	$ 32,561.84	yes	shsp	rrt	(1) oximeter, (4) level a suits, (1) vehicle stabilization kit, (3) link modems, (1) gamma rae II, (4) conspace radio system, (1) chemical detector
61	Weslaco	fire	$ 25,925.00	$ 25,925.00	yes	shsp	rrt	rescue boat, helmet lights USAR
62	Willacy County	various	$ 40,000.00	$ -	yes	shsp	rrt	leasing space for PPE equipment, training on CBRNE for first responders
63	Willacy County	various	$ 350,000.00	$ -	yes	shsp	rrt	mass casualty transport vehicle and ambulance bus
		Total	$ 1,519,288.00	$ 296,232.28				
		Total Available for Project		$ 296,232.28				
		Balance		$ -				

AI-22785 **14.A.**

Water Treatment plant project - City of La Villa

CC REGULAR

Date:	09/07/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

On behalf of the City of La Villa, Urban County Program is requesting approval to reject the sole bid submitted by LEM Construction CO., Inc. of Houston in the amount of $1,678,200.00 for the UCP FY's 22 & 23 (2009 & 2010) City of La Villa Water/Sewer Improvements project (Water Treatment Plant).

BACKGROUND

Bid was received and opened at the Hidalgo County Purchasing Department on August 25, 2010. After review the project engineer recommended that the sole bid be rejected, due to the lack of adequate bid participation and consequently high-priced bid. See attached recommendation letter from Noe Garza Engineers, Inc. and concurrence letter from the city.

Fiscal Impact

Attachments

Link: project bid rejection

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2010 03:58 PM	APRV
2	Perla Lopez	Perla Lopez	09/02/2010 04:09 PM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 09:04 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 12:32 PM	APRV

Form Started By: Estella Webber — Started On: 09/01/2010 03:41 PM

Final Approval Date: 09/03/2010

NGE
NOE GARZA ENGINEERS, INC.
208 WEST FERGUSON • UNIT 2 • PHARR, TEXAS 78577
www.ngeinc.net
NSPE • TSPE • TSA
(956) 783-1207
FAX (956) 783-1209

MEMORANDUM

TO: The Honorable Hector Elizondo, Mayor
City of La Villa

FROM: Noe Garza, P.E.
City Engineer

DATE: August 31, 2010

SUBJECT: City of La Villa – Water/Sewer Plant Improvements
(Water Treatment Plant) 5009/10-45-0306-5000-4500-UCP-ML2

On August 25th, 2010, we received one bid for the above referenced project. Sole bid was from LEM Construction Co., Inc. of Houston for $1,678,200.00. I hereby recommend sole bid be rejected and we re-advertise.

If you should have any questions please contact my office at 956.783.1207.

cc: Urban County Program

NOE GARZA ENGINEERS, INC.
BID TABULATION

PROJECT: CITY OF LA VILLA - WATER/SEWER IMPROVEMENTS (WATER TREATMENT PLANT) BID TIME: 9:30 A.M.
5009/10-45-0306-5000-4500-UCP-ML2 BID DATE: AUGUST 25, 2010

DESCRIPTION	UNIT	ESTIMATE QUANTITY	BIDDER *LEM CONSTRUCTION* UNIT PRICE	TOTAL
1. 18" RCP	L.F.	360	$ 30.00	$ 10,800.00
2. FIBERGLASS MANHOLE	EACH	1	$ 2,000.00	$ 2,000.00
3. TYPE 'C-C' INLET	EACH	1	$ 2,000.00	$ 2,000.00
4. 1 1/2" HOT MIX OVERLAY	S.Y.	1,900	$ 9.00	$ 17,100.00
5. 4" YELLOW STRIPE	L.F.	300	$ 1.00	$ 300.00
6. REMOTE CONTROL FOR GATE VALVE FROM TOWER	EACH	1	$ 5,000.00	$ 5,000.00
7. WATER TOWER RADIO CONTROL LEVEL CONTROL	EACH	1	$ 14,000.00	$ 14,000.00
8. KTO: 1720E TURB w/sc100 CONTROLLER	EACH	11	$ 5,500.00	$ 60,500.00
9. FLD SVC-1V SC1000 CONTROLLER	EACH	11	$ 5,500.00	$ 60,500.00
10. FLD SVC-4V 1720E TURB SENSOR	EACH	11	$ 2,500.00	$ 27,500.00
11. 1720 E TURBIDIMETER, SENSOR ASSEMBLY	EACH	10	$ 3,000.00	$ 30,000.00
12. FLD SVC-4V 1720E TURB SENSOR	EACH	10	$ 2,300.00	$ 23,000.00
13. 1720E TURBIDIMETER, SENSOR ASSEMBLY	EACH	1	$ 2,500.00	$ 2,500.00
14. FLD SVC-4V 1720E TURB SENSOR	EACH	1	$ 2,500.00	$ 2,500.00
15. 4 ONSITE PM VISITS	EACH	1	$ 4,500.00	$ 4,500.00
16. ELECTRICAL CIRCUIT RELOCATION	L.S.	1	$ 6,000.00	$ 6,000.00
17. TESTING ALLOWANCE	L.S.	1	$ 8,000.00	$ 8,000.00
18. CONCRETE, REBAR, SPACERS, WIRING ...	L.S.	1	$ 210,000.00	$ 210,000.00
19. ELECTRICAL SWITCHGEAR, DISTRIBTUION...	L.S.	1	$ 285,000.00	$ 285,000.00
20. RTU'S, INSTRUMENTATION, RADIO CONTROL...	L.S.	1	$ 135,000.00	$ 135,000.00
21. CONTROL PANELS AND PUMP SKIDS	L.S.	1	$ 772,000.00	$ 772,000.00
COMPLETE CHLORINE DIOXIDE GENERATION...				
GRAND TOTAL				**$ 1,678,200.00**

AI-22777 **14.B.**

Budget & Program Amendment - Pct. #1

CC REGULAR

Date:	09/07/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Hold Public Hearing to consider public comments on a proposed budget and program amendment for Pct. #1 utilizing Urban County funds from Program Years 19, 20, 21, & 22 (2006, 2007, 2008 & 2009) to transfer surplus funds, increase funding for projects, project cancellation and creating new projects.

2. Consideration and Approval of Budget & Program Amendment to the Urban County Pct. #1 Fiscal Years 19, 20, 21, & 22 (2006, 2007, 2008 & 2009) CDBG work plans to transfer surplus funds from the completed Rehab: Single Unit Residential line item (2006) and Clearance & Demolition line item (2007). To cancel water/sewer improvements project, transfer Fire Station Equipment funds for completed project, and create a Parks, Recreational Facility Imp. (2008). Will also decrease the Street Improvements line item and create a Parks, Recreational Facility and include an additional Street Improvements line item (2009).

BACKGROUND

Hidalgo County Precinct No. 1 is requesting approval of the Budget & Program Amendment for Program Years 19, 20, 21, & 22 (2006, 2007, 2008 & 2009). See attached public hearing notice for project consideration. A public hearing was held on September 7, 2010 at 9:30 a.m. and citizen participation requirements have been met. (Letter of request from Precinct No. 1 is attached for your review.)

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), Year 20 (2007), Year 21 (2008) and Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: pct. amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2010 03:49 PM	APRV
2	Perla Lopez	Perla Lopez	09/02/2010 04:00 PM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 09:03 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 12:25 PM	APRV

Form Started By: Estella Webber Started On: 09/01/2010 02:43 PM

Final Approval Date: 09/03/2010

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO 1
URBAN COUNTY PROGRAM

Published On: September 3, 2010

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County **Precinct No. 1** will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed budget and program amendments to its Urban County Program, **Years 19, 20, 21 & 22 (2006, 2007, 2008, & 2009).**

The Public Hearing will be held on , **Tuesday, September 7, 2010** at **9:30 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
$ 20,000.00	Rehab: Single Unit (-$2,364.20)	$ 17,635..80
$1,012,206.22	Street Improvements (+$2,364.20)	$1,014,570.42
$1,032,206.22	**TOTALS:**	**$1,032,206.22**

The proposed amendment will **TRANSFER SURPLUS** funds from the completed Rehab: Single Unit line item into the Street Improvements for the continuation of the construction of streets as listed in the approved workplan, to also include Mile 2 2/3 (aka Saenz Street) and Mile 6W.

Existing	Year 20 (2007) Activities	Proposed
$ 40,000.00	Clearance & Demolition (Elsa) (-$9,783.35)	$ 30,216.65
$253,833.07	Street Improvements (+$9,783.35)	$263,616.42
$293,833.07	**TOTALS:**	**$293,833.07**

The proposed amendment will **TRANSFER SURPLUS** funds from the completed Clearance & Demolition line item into the Street Improvements for the continuation of construction of streets as listed in the approved workplan, to also include Mile 2 2/3 (aka Saenz Street) and Mile 6W.

Existing	Year 21 (2008) Activities	Proposed
$ 0.00	Parks, Recreational Facilities (Elsa) (+$ 251,798.86)	$ 251,798.86
$ 251,798.86	Water/Sewer Imp. (Elsa) (-$251,798.86)	$ 0.00
$ 289,938.00	Fire Station Equipment (Alamo) (-1,037.50)	$ 288,900.50
$ 136,266.00	Street Improvements (+ $ 1,037.50)	$ 137,303.50
$ 678,002.86	**TOTALS:**	**$ 678,002.86**

The proposed amendment will **CANCEL** the Water/Sewer Improvements project for the City of Elsa. The city has opted to **CREATE** a new Parks, Recreational Facility Improvements line item for the City of Elsa. It will also **TRANSFER SURPLUS** funds from the Alamo Fire Station into the Precinct's Street Improvements line item for the continuation of construction of streets as listed in the approved workplan, to also include Mile 2 2/3 (aka Saenz Street) and Mile 6W.

Existing	Year 22 (2009) Activities	Proposed
$ 65,000.00	Street Improvements (Donna)(-$25,567.90)	$ 39,432.10
$ 0.00	Parks, Recreational Facility Imp. (Donna) (+$25,567.90)	$ 25,567.90
$106,266.00	Street Improvements (Alamo)	$106,266.00
$171,266.00	Totals:	**$171,266.00**

The proposed amendment will add a new project to the City of Alamo to include a Solar Light Project to Duranta and Main Street. City of Donna budget will **DECREASE** the street line item as project has been completed, and **CREATE** a Parks, Recreational Facility line item for the Donna Park improvements included in the 2010 work plans. There will be NO budgetary change for the City of Alamo.

Accommodations for individuals with handicaps shall be provided upon request.

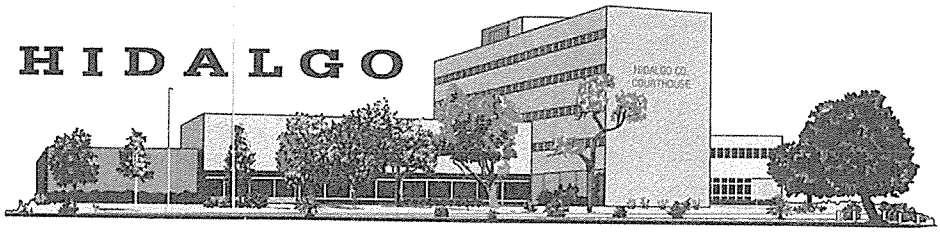
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office at **1916 Tesoro Blvd., Pharr Texas 78577** or call **(956) 787-8127.**

Written comments may be forwarded to:

Commissioner: A.C. Cuellar
Hidalgo County Precinct No. 1
1902 Joe Stephens, Avenue
Weslaco, Texas 78596
(956)-968-8733

COUNTY of HIDALGO



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

MEMORANDUM

August 26, 2010

To: **Diana Serna, Program Director Hidalgo County Urban County Program**

From: **Arturo A.C. Cuellar, Hidalgo County Commissioner Pct. One**
Raul Lozano, Chief of Staff Pct. One

Subject: **Revised work plans for CDBG balances of Precinct One (i.e. Cities).**

Attached is a revised work plan from the City of Donna. They have finished the construction of 12 th street for a block from Business 83. The balance is of $ 25,567.90 is being re-programmed for Parks and Recreation improvement activity. The City of Donna has allocated funding for Parks and Recreation improvements under the 2010 City CDBG work plan.

Please let me know if you need additional input. Thank You!

COUNTY of HIDALGO



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

August 2, 2010

Ms. Diana Serna, Program Director
Hidalgo County Urban County Program
1316 Tesoro Blvd.
Pharr, Texas 78539

Dear Ms. Serna,

The City of Elsa has requested a revision to their 2008 CDBG budget. The revised line item is the 2008 "Water/Sewer Improvement Project ". The Budget amount remains the same at $ 252,102.20. The new Scope of activity will be The "Park Improvement Project". The Park Project includes the installation of two additional baseball fields, construction of new bathroom facilities which will be located directly adjacent to the existing bathrooms and walking trail improvements and related appurtenances. The park is located at 605 West Ciro Cazarez. I have reviewed their revisions and I recommend its approval. Please do not hesitate to call me if you have question. Thank You!

Respectfully Submitted,

AC Cuellar Jr

Hidalgo County Commissioner Precinct One





COUNTY of HIDALGO



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

August 2, 2010

Ms. Diana Serna, Program Director
Hidalgo County Urban County Program
1316 Tesoro Blvd.
Pharr, Texas 78539

Dear Ms. Serna,

The City of Alamo has requested a revision to their 2007 CDBG budget. The line item remains the same "Street Improvements", but their scope of work has changed from road construction to installing Solar Street Lights. The amount remains the same at $ 106,266. I have reviewed their revised Work Plan and I recommend its approval. Please do not hesitate to call me if you have question. Thank You!

Attached please find their 2007 revised Work plan.

AUG 3 2010

Respectfully Submitted,

Hidalgo County Commissioner Precinct One

Hold off until next week!

THE COUNTY OF HIDALGO TEXAS

AI-22755 **14.C.**

Change in funding source to two (2) positions (TDHCA Comm. Dev. Pgrm-new account)

CC REGULAR

Date: 09/07/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Urban County
Department: BUDGET & MANAGEMENT
Agenda Category: Urban County

Information

CAPTION

TXCDBG Disaster Recov./ TDHCA Community Dev. Pgrm (1288)
1. Approval to change the funding source to the following two (2) positions/ employees:

Employee No.	Position Title	Grade	Old Slot No.	Old Account Name/ No.	New Slot No.	New Account Name/ No.
173584	Inspector	9	0003	TXCDBG Disaster Recov 0-1288-463-00-250-006-1-XXX	0001	TDHCA Community Dev. Pgrm 0-1288-463-00-250-007-1-XXX
120243	Inspector	9	0005	TXCDBG Disaster Recov 0-1288-463-00-250-006-1-XXX	0002	TDHCA Community Dev. Pgrm 0-1288-463-00-250-007-1-XXX

2. Approval of TXCDBG Disaster Recovery grant revised salary schedule & TDHCA Community Dev. Pgrm salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** URBAN COUNTY FUNDS
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
NO BUDGETARY IMPACT. CHANGING THE FUNDING SOURCE TO ACCURATELY REPORT EXPENDITURES..

Attachments

Link: Salary schedules

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	09/02/2010 04:48 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2010 07:53 AM	APRV
3	Sylvia Solis	Sylvia Solis	09/03/2010 01:52 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Rosie Cantu Started On: 08/31/2010 03:44 PM

Final Approval Date: 09/03/2010

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1288-463-00-250-006-1-

AI - 22755

TX CDBG DISASTER RECOVERY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PROGRAM COORDINATOR I	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0002	113	PROGRAM COORDINATOR I	10	0	35,254.00	35,254.00	35,254.00	0.00	0.00	0.00	0.00	0.00	35,254.00
FUNDING SOURCE FOR POSITION/ SLOT NO. 0003 CHANGED TO 0-1288-463-00-250-007-1-XXX													
~~0003~~	~~113~~	~~INSPECTOR~~	~~9~~	~~1~~	~~34,360.00~~	~~34,360.00~~	~~34,360.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~34,360.00~~
0004	113	CLERK II	3	2	22,411.00	22,411.00	22,751.00	0.00	0.00	0.00	0.00	0.00	22,751.00
FUNDING SOURCE FOR POSITION/ SLOT NO. 0005 CHANGED TO 0-1288-463-00-250-007-1-XXX													
~~0005~~	~~113~~	~~INSPECTOR~~	~~9~~	~~1~~	~~34,360.00~~	~~34,360.00~~	~~34,360.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~34,360.00~~
		Total			**72,363.00**	**72,363.00**	**72,363.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**72,363.00**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1288-463-00-250-007-1-

AI - 22755

TDHCA COMMUNITY DEVELOPMENT PROGRAM

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	INSPECTOR	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
0002	113	INSPECTOR	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
		Total			**68,720.00**	**68,720.00**	**68,720.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**68,720.00**

FUNDING SOURCE FOR POSITIONS CHANGED FROM 0-1288-463-00-250- 006 -1-XXX TO 0-1288-463-00-250- 007 -1-XXX
FOR ACCURATE REPORTING OF EXPENDITURES.

AI-22779 **15.A.**

Election Day & Early Voting Schedules and Polling Locations
CC REGULAR

Date:	09/07/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

1. Discussion and approval of Early Voting Sites (dates & times) for November 2, 2010 General Election;

2. Discussion and approval of Election Day Sites (dates & times) for November 2, 2010 General Election.

BACKGROUND

Fiscal Impact

Attachments

Link: Election Day Poll Locations

Link: Early Voting Poll Locations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/01/2010 03:49 PM	APRV
2	Budget & Management	Erika Zamora	09/01/2010 03:51 PM	APRV
3	Dale Kennan	Dale Kennan	09/03/2010 09:20 AM	APRV
4	Auditor's Office	Linda Fong	09/03/2010 09:23 AM	APRV
5	Purchasing Department	Marty Salazar	09/03/2010 12:30 PM	APRV

Form Started By: Sandra Aguirre — Started On: 09/01/2010 03:01 PM

Final Approval Date: 09/03/2010

NOVEMBER 2, 2010 GENERAL ELECTION
ELECTION DAY POLLING LOCATIONS
HIDALGO COUNTY, TEXAS
POLLS OPEN 7:00 A.M. TO 7:00 P.M.

PRECINCT	CITY	BUILDING	ADDRESS	LOCATION
91	Alamo	Templo Inspiracion Pentecostes	2 1/2 Miles South Tower Road	Cafeteria
77, 123 & 130	Alamo	Alamo Community Building	130 S. 8th	
44, 126 & 127	Alamo	Franklin Elementary School	900 E. Birch	Room #17
88	Alton	Boys and Girls Club	509 S. Alton Blvd.	
3	Donna	Amigos Del Valle	1408 Silver	Main Entrance
55	Donna	B.G. Guzman Elementary	500 S. D. Salinas Blvd.	Teacher's Workroom
23 & 120	Donna	Boys and Girls Club	307 Miller	Southwest Corner Room
45 & 87	Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	Room 132
16 & 79	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave.	Station Entrance
14	Edinburg	Jefferson Elementary School	904 S. 12th St.	Main Entrance
30	Edinburg	Edinburg North High School	3101 North Closner	Main Entrance
31	Edinburg	Memorial Middle School	3105 N. Doolittle Road	Main Entrance
105	Edinburg	B.L. Garza Middle School	1202 N. MonMack Road	Gym
108	Edinburg	Lincoln Elementary School	1319 E. Lovett St.	Gym
109	Edinburg	Edinburg Fire Station	212 W. McIntyre St.	Training Room
52 & 106	Edinburg	Canterbury Elementary School	2821 W. Canton Road	Gym
13 & 107	Edinburg	South Middle School	601 W. Freddy Gonzalez	Main Entrance
53 & 110	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Main Entrance
70 & 119	Elsa	"NEW" City Hall	302 S. Diana	Council Chambers
15 & 90	Elsa	John F. Kennedy School	500 W. 9th	Room H-2
12	Granjeno	Granjeno City Hall	6603 S. FM 494	
18	Hargill	Hargill Elementary School	11 Miles N. of Edg. On Hwy 281	
20	Hidalgo	Hidalgo City Hall	704 E. Texano	Council Chambers
29 & 100	La Joya	EB Reyna Elementary	3 Miles W. Mission on Exp. 83	
11 & 131	La Joya	La Joya ISD Central Office	201 E. Expressway 83	
64, 99 & 133	La Joya	Kika De La Garza School	5441 N. La Homa Road	
17	La Villa	La Villa High School	200 W. Hwy 107	Auditorium
68 & 69	N. Edinburg	Camp Loma de Vida	12505 N. Hwy 281	Main Entrance
8	McAllen	STC Nursing & Allied Health Campus	1101 E. Vermont	
47	McAllen	Thigpen-Zavala Elem. School	520 S. 23rd St.	South West Hallway
48	McAllen	Palmview Community Center	3401 Jordan Avenue	Conference Room
65	McAllen	Dr. Castañeda Elementary	4100 N. 34th St.	Gym/South Side
62, 73 & 140	McAllen	Gonzalez Elementary School	201 E. Martin	Main Entrance
81	McAllen	Lark Community Center	2601 Lark Avenue	Conference Room
95	McAllen	Roosevelt Elementary School	4801 S. 26th St.	Gym
97	McAllen	Seguin Elementary	2200 N. 29th St.	Gym
67, 134 & 135	McAllen	Milam Elementary School	3800 N. Main St.	South West Hallway
34, 124, 136 & 141	McAllen	Jackson Elementary School	501 Harvey	Gym
26 & 27	McAllen	Tax Office	311 N. 15th St.	Foyer
37 & 66	McAllen	Crockett Elementary School	2112 N. Main St.	Cafeteria
49 & 138	McAllen	Retama Village Center	2301 Jasmine Avenue	Community Hall E. Side Ent.

54, 74 & 129	McAllen	Cayetano Cavazos Elementary	1501 W. Freddy Gonzalez	Main Entrance
7 & 139	McAllen	Palmer Pavilion	301 E. Hackberry	
72 & 96	McAllen	Rayburn Elementary	7000 N. Main	Cafeteria
24 & 76	McCook	McCook Building	Hwy 281-20 miles W. on FM 490	Main Lobby
46	Mercedes	Taylor Zachary	900 N. Missouri	Cafeteria
1, 32 & 85	Mercedes	Chamber of Commerce	348 S. Ohio	
56 & 121	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
9	Mission	Veterans Memorial High School	700 E. 2 Mile Road	Cafeteria
103	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
10 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
75, 89 & 125	Mission	Salinas Elementary School	6 3/4 Miles North Conway	Cafeteria
94 & 128	Mission	Our Lady of Guadalupe Church	620 Dunlap	Parish Hall
28 & 98	Mission	O'Grady Elem. School	810 W. Griffin Parkway	Library
33	Monte Alto	Monte Alto Community Center	1st & Elizabeth St.	Community Center
101	Palmhurst	Faith Baptist Church	4301 N. Shary Road	Fellowship Hall
78	Palmview	Co. Comm. Pct. #3 Ofc.	724 Breyfogle Road	Main Entrance
50 & 132	Penitas	JFK Elementary in La Joya ISD	1801 Diamond Avenue	
61 & 116	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
115	Pharr	Buckner Elementary	1001 N. Fir	Cafeteria
122	Pharr	Valley View 6th Grade Campus	9701 S. Jackson Rd	Cafeteria
6 & 35	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
25 & 36	Pharr	Liberty Middle School	1212 S. Fir	
5 & 137	Pharr	Las Milpas Comm. Center	7101 S. Cage Blvd.	Main Entrance
60, 142, 143 & 144	Pharr	PSJA North High School	500 E. Earling Rd.	Lobby
40	Progreso	Progreso Community Center	1 Mi. N. Military 281 from FM 1015	Auditorium
43 & 104	San Carlos	San Carlos Elementary School	1/2 Mi. S. of E. Hwy. 107 on 3rd St.	Main Entrance
59 & 117	San Juan	San Juan Fire Station #2	2301 N. Longoria Road	Conference Room
4 & 118	San Juan	Austin Middle School	804 S. Stewart Rd.	Portable Bldg. 8 & 9
39	San Juan	Garza-Pena Elementary School	230 E. Sgt. Leonel Trevino	Cafeteria
19	San Manuel	St. Anne Church	North 281	Main Entrance
38 & 63	Sharyland	Fire Station #3	1804 N. Shary Road	Main Entrance
83 & 84	Sharyland	John S. Shary Elementary	2300 N. Glasscock	Cafeteria
51	Sullivan	Fire Station	500 Cenizo Drive	Main Entrance
41, 57 & 92	Weslaco	Public Facility Parks & Rec. Bldg	1912 Joe Stephens Avenue	Multi-Purpose Room
22 & 112	Weslaco	NEW City Hall	255 S. Kansas	Conference Room B
113 & 114	Weslaco	Stephen F. Austin School	514 W. 4th St.	USDA Building
2, 71 & 111	Weslaco	Historical City Building	500 S. Kansas	Commissioners Chambers
21, 42 & 58	Weslaco	Los Pentecostales	502 W. Sugarcane Rd.	

MA (Last Update 08/04/2010)

FROM Oct. 18th, – Oct. 29th, 2010 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

November 2, 2010 –GENERAL ELECTION

EARLY VOTING SCHEDULE

Dates		Hours
Monday	Oct. 18, 2010	7:00 A.M. -- 7:00 P.M.
Tuesday	Oct. 19, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Oct. 20, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Oct. 21, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Oct. 22, 2010	7:00 A.M. -- 7:00 P.M.
Saturday	Oct. 23, 2010	7:00 A.M. -- 7:00 P.M.
Sunday	Oct. 24, 2010	10:00 A.M. – 3:00 P.M.
Monday	Oct. 25, 2010	7:00 A.M. -- 7:00 P.M.
Tuesday	Oct. 26, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Oct. 27, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Oct. 28, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Oct. 29, 2010	7:00 A.M. -- 7:00 P.M.

----------EARLY VOTING POLLING LOCATIONS----------

ALAMO
Sgt. Fernando de la Rosa Lib
416 N. Tower Rd.
Alamo, TX

ALTON
Boys & Girls Club
509 S. Alton Blvd.
Alton, TX

DONNA
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG
Elections Annex Bldg
317 N. Closner "REAR"
Edinburg, TX

ELSA
"New" City Hall
302 S. Diana
Elsa, TX

HIDALGO
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA
La Joya ISD Central Ofc.
201 E. Expway 83
La Joya, TX

LA VILLA
La Villa Admin. Bldg.
500 E. 9th St.
La Villa, TX

MCALLEN
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MCALLEN
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN
Palmview Comm. Ctr
3401 Jordan Ave.
McAllen, TX

MERCEDES
Chamber of Commerce
348 S. Ohio
Mercedes, TX

MISSION
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION
Fire Station #3
1804 N. Shary Rd.
Mission, TX

MONTE ALTO
Monte Alto Comm. Ctr.
1st & Elizabeth St.
Monte Alto, TX

PALMHURST
Faith Baptist Church
4301 N. Shary Rd.
Palmhurst, TX

PALMVIEW
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PHARR
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

SOUTH PHARR
Las Milpas Comm. Ctr.
7107 S. Cage
Pharr, TX

PROGRESO
Progreso Comm. Ctr.
FM 1015 Baker/Malone
Progreso, TX

SAN JUAN
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO
Public Facility Bldg.
1912 Joe Stephens
Weslaco, TX

Draft

****CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION****

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 08/02/10)

AI-22784 **15.B.**

2010 - Full Contract Monte Alto Independent School District

CC REGULAR

Date:	09/07/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and Monte Alto Independent School District for their election to be held on November 2, 2010.

BACKGROUND

Two (2) originals - Contracts for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: Monte Alto ISD - November 2, 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/01/2010 03:49 PM	APRV
2	Budget & Management	Erika Zamora	09/01/2010 03:56 PM	APRV
3	Dale Kennan	Dale Kennan	09/03/2010 09:51 AM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Sandra Aguirre — Started On: 09/01/2010 03:40 PM

Final Approval Date: 09/03/2010

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

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

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 2, 2010.

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

WHEREAS, Section 271.002 (a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places subject to Section 271.003; and

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

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 2, 2010 election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

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

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

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on November 2, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 **THE ENTITY** shall be responsible for performing the following:

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

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

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

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

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

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

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

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

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

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

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

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, required by the Texas Election Code Section 3.005, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

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

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic;
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour

for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

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

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

Juan Gutierrez, Business Manager
25149 1st St.
Monte Alto, TX 78538

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Section 8.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 31 day of August, 2010

BY: Monte Alto Independent School District
NAME OF ENTITY

BY: _____
PRINT: Jose Raul Valdez
TITLE: MAISD Board President

ATTEST BY: _____
PRINT: Juan Gutierrez
TITLE: Bus. Mgr.

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

BY: _____
STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-22783 **15.C.**

2010 Full Contract - Edcouch-Elsa Indepenendent School District

CC REGULAR

Date:	09/07/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and Edcouch-Elsa Independent School District for their election to be held on November 2, 2010.

BACKGROUND

One (1) original Contrac for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: Edcouch-Elsa ISD - November 2, 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/01/2010 03:49 PM	APRV
2	Budget & Management	Erika Zamora	09/01/2010 03:54 PM	APRV
3	Dale Kennan	Dale Kennan	09/03/2010 09:44 AM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Sandra Aguirre Started On: 09/01/2010 03:22 PM

Final Approval Date: 09/03/2010

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

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

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 2, 2010.

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

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

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 2, 2010 election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

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

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

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on November 2, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 **THE ENTITY** shall be responsible for performing the following:

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

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

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

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

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

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

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

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

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

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

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

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

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

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic;
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

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

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

Carlos Cantu, Business Manager
P.O. Box 127
Edcouch,TX 78538

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Section 8.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 30th day of August, 2010

BY: Edcouch-Elsa Independent School District
NAME OF LEASING ENTITY

BY: _____

PRINT: Antonio Barco

TITLE: Edcouch-Elsa ISD Board President

ATTEST BY: _____

PRINT: Richard Ozuna

TITLE: Edcouch-Elsa ISD Board Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

BY: _____
STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-22781 **15.D.**

Elections - Democratic and Republican Judges

CC REGULAR

Date:	09/07/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

1. Discussion and approval of Appointment of Democrat Presiding Election Judges and Alternate Election Judges for the August 1, 2010 through the July 31, 2011 term.

2. Discussion and approval of Appointment of Republican Presiding Election Judges and Alternate Election Judges for the August 1, 2010 through the July 31, 2011 term.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/01/2010 03:49 PM	APRV
2	Budget & Management	Erika Zamora	09/01/2010 03:52 PM	APRV
3	Dale Kennan	Dale Kennan	09/03/2010 09:21 AM	APRV
4	Auditor's Office	Linda Fong	09/03/2010 09:23 AM	APRV
5	Purchasing Department	Marty Salazar	09/03/2010 12:32 PM	APRV

Form Started By: Sandra Aguirre — Started On: 09/01/2010 03:17 PM

Final Approval Date: 09/03/2010

AI-22799 **16.A.**

2011 DHHS Budget

CC REGULAR

Date:	09/07/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Application for Continued Funding to the Administration for Children and Families (ACF), Department of Health and Human Services for Budget Period 01/01/11 to 12/31/11

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: 2011 Budget HHS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2010 03:52 PM	APRV
2	Rey Salazar	Angela Garcia	09/03/2010 09:25 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/03/2010 02:08 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/02/2010 01:13 PM

Final Approval Date: 09/03/2010

Hidalgo County Head Start
MEMORANDUM

"Children first..."

Date: August 8, 2010

To: Hidalgo County Commissioners' Court

From: Teresa Flores, Executive Director

Subject: 2011 Budget (Health and Human Services Dept.)

The Hidalgo County Head Start Program Budget for fiscal year 2011 is attached for your review, consideration and approval.

The Hidalgo County Head Start Program will submit a Continuation Funding Application for FY2011 (1/1/2011 to 12/31/2011) under Grant No. O6CH0 183 to the Department of Health and Human Services in the amount of **$24,374,061.** This amount represents an increase of **$422,815** over last year's initial award as a result of the COLA (Cost Of Living Adjustment) awarded in midyear 2010.

This application reflects the input and collaboration among all Head Start department heads as well as the combined efforts of the Policy Council parents and community representatives. This budget proposal is a plan to maximize the Federal grant award with our local resources by utilizing a streamlined organizational structure to deliver quality services. The proposed budget for 2011 includes, as in 2010, a reallocation of costs from fringe benefits to other line items, as a result of the County's decision to again utilize the Workers Compensation fund balance to pay for premiums in fiscal year 2011.

The most significant changes when comparing the 2010 budget to the proposed 2011 budget are reflected in the following line items.

- **Salaries $322,438.86.** The increase in this line item is due to the additional funding awarded under the COLA (Cost Of Living Adjustment) in 2010. Salaries will remain at the same level for 2011, until the next COLA increase is awarded and authorized.

  Two (2) new positions are included in this budget. An **MIS Computer Technician** with an annual salary of $21,299.20, to assist with the increase in classroom computers as a result of the additional 120 children and seven (7) additional classrooms for expansion. In addition this position will assist with the maintenance and use of current hardware and software for all program operations. The other new position is a **clerical position** with an annual salary of $17,550.54 for Edinburg IV. This center's enrollment has increased by forty (40) children or two (2) additional classrooms. Currently all centers with eight (8) classrooms or more are assigned a center clerk.

Administration is also including in this budget the reclassification of one vacancy in the Field Operations department from **Warehouse Courier,** with an annual salary of $17,555.20, to **Warehouse Coordinator,** with an annual salary of $29,224.00. This position will be responsible for a computerized perpetual inventory system, shipping and receiving, and for the supervision of the deliveries of supplies to all centers. This position will also strengthen our internal controls resulting in better accountability of program supplies and equipment.

The position of Mental Health Director with an annual salary of $52,609.02 has been reclassified to Mental Health Coordinator with an annual salary of $37,060.61, as per Policy Council (11/8/2009). This position reports to the direction of the Director of Health.

- **Fringe Benefits $906,326.50.** The increase in this line item is due to health insurance premiums budgeted at the undiscounted rate. If rates are discounted after the submittal of the budget, administration will make the appropriate recommendation to the Policy Council. In addition fringe benefits also amplified as a result of the COLA (Cost Of Living Adjustment) increase.

- **Equipment ($90,000).** The reduction in this line item indicates that any equipment needed under this grant award was purchased in 2010. No additional equipment will be necessary in 2011.

- **Supplies ($496,756).** Expenses in the category are significantly reduced in 2011, due to the additional purchases made possible in 2010 as a result of the reduction in workers compensation rates and health insurance premium discounts.

- **Other ($219,194.39).** This category will also be significantly reduced for 2011. The most significant of these is our expenses for **telephone**. In 2010 a new telephone system was approved which included a one-time equipment cost. It is anticipated that the new more efficient system will also be a catalyst for cutting communication overall costs. **Fuel** has also been reduced as we participate more fully in the County's Co-op contract.

More detailed changes impacting all other line items are reflected in the attached Budget Analysis for review and discussion.

Hidalgo County Head Start
Continuation Application 2011

Project Description

Objective, Needs for Assistance, Geographic Area

The Hidalgo County Head Start Program is submitting an application for continued funding for Budget period 01/10/2011 to 12/31/2011 in the amount of **$24,374,061.** This funding will make it posible for the Hidalgo County Head Start Program to continue to serve **3,570** children and families who are among the most economically disadvantaged members of our service area. These children will be provided with services in the areas of Education, Nutrition, Health, Mental Health, Dental Health, Physical Disability and Family Social Services.

While Hidalgo County has grown economically, personal income has lagged far behind incomes in Texas and the United States. Per capita personal income of $19,721 in Hidalgo County ranked nearly dead last (250 out of 254counties) in Texas and was 52% of the state average, $37,809, and 49% of the national average, $40,166. Another indicator of economic distress in Hidalgo County is the high level of personal income transfer receipts, which are payments to persons from government programs such as welfare, food stamps, disability, social security, etc. Twenty-nine percent of total personal income in Hidalgo County is from personal current transfer receipts, twice as high as Texas (14%) and the U.S. (15%). One out of every three persons living in Hidalgo County is considered to be living in poverty (35.2%). Poverty rates in Hidalgo County have dropped only slightly from 35.9% in 2000. The percentage of persons living in poverty in Hidalgo County is 2.2 times higher than the poverty rate for Texas and 2.7 times higher than the poverty rate for the U.S.

According to the 2009 estimates from the U.S. Census Bureau, nearly three quarters of a million persons (741,152) live in Hidalgo County. By population, Hidalgo County ranks the 8th largest county in Texas, and the 78th largest in the United States. From 2000 to 2009, the population in Hidalgo County increased by 171,689 persons. The majority of the increase came from a natural increase of births minus deaths (70%). Net migration (30%) accounted for the rest of the increase. The Hidalgo County population grew 30.1% from 2000 to 2009, 1.6 times faster than the population growth in Texas (18.8%), and 3.3 times faster than the population growth in the United States (9.1%).

Much of the region continues to struggle with unemployment. Economic growth slowed in 2008 and 2009, as the Hidalgo County economy began to feel the effects

of a national recession and a downturn in the automotive industry, which affected maquiladora employment in neighboring Reynosa, Mexico. Nonfarm employment growth and various key economic indicators such as retail sales, construction permits, etc., declined, while unemployment rose from a historic low of 6.6% in 2007, to 10.6% in 2009. The latest unemployment rate for Hidalgo County was 12.2% for June 2010.

The civilian labor force, which includes persons who are working (employed) and persons who are not working, are available, and looking for work (unemployed), reached 296,764 persons in Hidalgo County in 2009. The civilian labor force in Hidalgo County expanded at an average annual growth rate of 3.9% from 2000 to 2009, 2.5 times faster than the average annual growth rate of 1.6% for the civilian labor force in U.S.

Hidalgo County has a smaller share of workers employed in management, professional, and related occupations (25.9%), compared to Texas (33.1%), and the U.S. (34.9%), and has a greater share of workers employed in service occupations (24.1%), compared to Texas (16.7%) and the U.S. (17.1%). Service occupations as a percentage of the labor force rose from 18.5% of employment in 2000, to 24.1% of employment in 2008.

The Hidalgo County economy is showing signs of improvement over 2009 and is forecasted to resume slower economic growth as the national economy recovers. According to a forecast by the Dallas Federal Reserve, Hidalgo County was ranked first in the state in terms of job growth in Texas. Recently released state data shows an increase in government, education and health services jobs. The McAllen-Edinburg-Mission Metropolitan Area added 4,900 jobs between the months of June 2009 and June 2010.

The population in Hidalgo County is projected to continue to grow at a steady rate, led by a higher than average birth rate and continued in-migration into the county. The Hidalgo County population is projected to surpass 1 million persons by the year 2025 under a moderate growth rate scenario. The population in Hidalgo County is predominately Hispanic. Nine out of ten residents in Hidalgo County are of Hispanic origin. The population in Hidalgo County is young with a median age of 27.4 years; versus 36.8 years in the U.S. Forty percent of the population in Hidalgo County are under than 19, compared to 27% in the United States.

Program Approach and Results of Benefit Expected

The Program's goals and objective for the next three years remain constant as we continue to align them with the needs and strengths documented in our community assessment. The Program will continue to implement, as it has in the past, measures consistent with Head Start objectives by providing educational incentives and professional development for staff to retain experience personnel to deliver quality services.

The Hidalgo County Head Start Program annual review of the Community Assessment data, does not points to any significant changes in the service area. All data shows a fairly constant trend in population growth which the Program continuous to align with its long range strategic plan and short range goals and objectives. Our Long term strategic plan is in its early years of implementation and the Program does not anticipate any significant changes in its goals and objectives.

Results and benefits realized in achieving the goals and objectives of the Program's long term strategy can be easily documented in the Program's success and ability in implementing essential activities over the previous year. The results of such activities are summarized as follows:

- Goal No.1 Workforce Development:

1. The Program has strengthened the professional development and increased the competence level of Classroom Staff and Education Specialists by providing incentives for career development such as, tuition reimbursement and four hours of education leave per week. The Program currently has over 75 employees attending institutions of higher learning at the University of Texas at Pan-American and the Texas State College. Currently 94% of the teachers have acquired their either BA or AA degree. The remaining 4% are registered and well on their way towards obtaining their degrees.

2. Intensive Pre-service Trainings have been developed and implemented to provide in-depth instructions on a wide variety of topics on an annual basis. Assistant teachers are provided with training for Child Development Credentials.

3. Cost of Living Adjustment funding is invested into more equitable and competitive wages for staff members. Annual salary comparability studies

are analyzed and used to more closely align our compensation to that of the competitors. Teachers have received the highest increases in salary as a percentage of total wages, thus making the retention of experienced teachers a more viable one. As a result of closer alignment to school districts, the Program has been able to retain the more experienced teachers.

- Goal No. 2 Infrastructure Development:

1. The Program was awarded addition funding under ARRA to meet the community demands for additional facilities.

2. Construction of six additional classrooms to accommodate 120 additional children was successfully accomplished and services are now being provided to more children in our service area. Additional teachers, assistant teacher, bus drivers, bus aids and custodians have also been hired.

3. The Program has accomplished the much needed reroofing and other repairs of our existing facilities. Making older facilities a much better learning environment for our children.

4. Playground equipment, to replace older and outdated ones has also been installed. New equipment was also installed in the additional classrooms that are in compliance with Texas Minimum Standards.

5. Transportation services have been enhanced with the arrival of new buses and additional personnel in order to provide transportation to more children. Older buses have also been replaced with newer and more efficient buses. All buses are equipped with the appropriate child restraint system.

6. Technology services as part of the long range plan have also be impacted positively. A new digital telephone system has been purchased to replace an antiquated rotary system. New computers were purchased to replace the older models currently in use. The computer networked has been expanded to allow access from any and all Head Start facility within our service area. Cameras in every classroom have proven a worthwhile investment as they provide yet another layer of monitoring and training while enhancing the level of security at our facilities.

- Goal No. 3 Program and Services Development:
  We continue to expand opportunities for Parenting Skills and Healthy Marriages.

1. Monthly scheduled parent meetings educate parents on a multiple array of topics such as, nutrition, health, mental health, disability issues as well as many other issues dealing with socially acceptable behavior. Volunteerism is advocated and parents have responded overwhelmingly by reaching a level of unprecedented volunteers during the year.

2. Annual conferences in many areas have motivated parents and community partners to become involved the education and development of the children we serve. These events include:
   a) Community Networking Conference
   b) Volunteer Training Conference
   c) Parent Leadership Conference
   d) Governance Leadership Institute
   e) Parent Fair
   f) Fatherhood Conference
   g) Nutrition Contest
   h) Week of The Young Child Fair
   i) Community Partnership Conference.

   These events allow us to share information and conduct specialized trainings geared towards a more inclusive role of the parents and community in the development of each child.

3. The Hidalgo County Head Start Program promotes healthy child development through Parental Education. Monthly scheduled meetings at each Head Start facility provide additional training in:
   a) educational topics
   b) health concerns
   c) transition services
   d) Diabetes and Developmental Delays
   e) Nutrition
   f) Exploring Parenting, which has become our curriculum to train parents in their roles in becoming productive members of our community.



Hidalgo County Head Start
Continuation Application 2011

Budget Justification- Federal Share

Itemized Budget Breakdown Federal Share

The Hidalgo County Head Start Program is submitting a Continuation Budget for fiscal 2011, January 1, 2011 to December 31, 2011. The following proposed Federal program costs are accompanied with an explanation and justification for the proposed expenditures. All personnel costs are reasonable and conform to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

Personnel (Object class category 6.a)

All proposed salaries are appropriate and competitive in the region and county. The staff of the Hidalgo County Head Start Program will meet all Head Start Requirements and regulations. Salaries are in alignment with prevailing wages in the area as well with federally recommended levels. All salary levels are in accordance with Section 653 of the newly enacted Head Start Act.

Total salaries for this application is inclusive of all personnel, Administrative; Executive Director, Assistant Directors, Department Heads, Secretaries. Programmatic; Education Area Directors, Center managers, Facilitators, Assistant Facilitators, Teachers, Assistant Teachers, Bus Drivers, Aides, Custodians(70%), Clerks and Substitutes.

Total Salaries $15,954,991

Budget Justification-Federal Share

Fringe Benefits (object class category 6.b)

In addition to adequate salaries the Hidalgo County Head Start staff receives a fringe benefit plan that is reasonable and conforms to 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

The fringe benefits include the following:

FICA	989,210
Unemployment	98,922
Workers' Comp.(Pd By Fund)	-
Pension	1,187,021
Health Ins.	2,857,295
Medicare	231,347
Life Insurance	18,523
Total Fringe Benefits	**5,382,318**

Travel (object class category 6.c)

The Hidalgo County Head Start Program will use every opportunity to train its personnel using the latest information and literature development in the field of Child Development. Participation in regional, state and national symposiums, conferences and training offers staff the opportunity to identify and learn new technologies, methodologies and curricula to improve the quality of services.

Trip Description	No. of Staff	Per diem	Days	Total
National Conference	10	$35.00	3	$1,050.00
Registration	10	$425.00		$4,250.00
Airplane tickets	10	$470.00	0	$4,700.00
Total Out of Town Travel				**$10,000.00**

Budget Justification-Federal Share

Supplies (object class category 6.e)

This object class includes all consumable and non-consumable supplies utilized in all areas of the Head Start Program. These include classroom supplies for all 192 classrooms, i.e., play telephones, racks, tables, chairs, play dishes, computers, printers scissors, construction paper, classroom paint, books, art supplies etc.; items for the playground; janitorial supplies, supplies for building repair and maintenance, minor medical supplies and office supplies.

Total Supplies $873,233

Other (object class category 6h)

This category is comprised of the following items:

Rent	$ 155,000.00
Utilities & Telephone	$ 834,556.00
Building & Child Liability	$ 142,000.00
Building Maintenance/ Repair	$ 338,900.00
Local Travel	$ 97,000.00
Child Service Consultants	$ 144,150.00
Parent Services	$ 34,880.00
Accounting & Legal	$ 89,500.00
Publication/Adv./Printing	$ 48,500.00
Total Other	$ 1,884,486.00



Hidalgo County Head Start
Continuation Application 2011

Budget Justification-Federal Share

Training and Technical Assistance funds will be utilized in accordance with Head Start Regulations.

Event	Purpose	No. of Staff	No. of parents and partners	Cost
National Head Start Association (NHSA)	Current Head Start Issues	5	5	$15,000
Region VI Head Start Association Conference	Training on Head Start Standards	10	3	$15,000
NAEYC Conference	Early Childhood Education	6	0	$12,000
Annual Parent Training Conference	Training on Head Start Regulations	5	300	$18,000
Community Networking Training Conference	Networking with community providers on Head Start issues	50	0	$6,300
Volunteer Training Seminar	Training of classroom volunteers	12	350	$18,000
Parent Leadership Conference	Training for policy Council formation and live skills	42	250	$16,800
Governance Leadership Institute	Training for newly formed Policy Council	30	17	$15,000
Fatherhood Conference	Training for involving parents in Head Start	45	250	$14,800
Recruitment Seminar	Staff training on recruitment procedures	50	0	$6,000
Week Of The Young Child Awareness Conference	Early Childhood Awareness and Education	750	3570	$5,000
Community Partnership Conference	Training for community partners on Head Start standards	50	300	$8,803
Parent Volunteer Conference	Training for parents on volunteering	50	300	$18,330
Staff Development	Teachers attending school for AA and BA Degrees. CDA and CPR training	25	0	$100,000
	Total			**$269,033**

Total Federal Continuation Budget **$24,374,061**

Budget Justification-Non-Federal Share

FY 2010

The following are the proposed Non-Federal Resources to be provided by The Hidalgo County Head Start Program. The listed resources meet the requirements for In-Kind contribution as per 2 CFR Part 225 Appendix B Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)

1. PERSONNEL (Object Class Category 6.A)

Volunteer	Service Provided	Rate	Value
School teachers under the School Readiness Program	Classroom instructions to our children	25 teachers X $153.55/day X 172 days	$660,273
Classroom Assistants	Read stories, toileting, playground & lunchroom supervision	185 volunteers X 11.38 X 24 weeks X 20 hours	$1,010,544

Total Volunteers $1,670,817

3. Supplies (Object Class Category 6. e)

Used	Donation	Rate	Value
Classroom	Consumable (paper, art supplies, books and	43 centers X $153.02	$6,580

2. Other (object class 6.e)

Estimated valuation of land and facilities based on tax valuations and current commercial leasing rates for the service area. See attached listing of properties and valuations. (Real Property Listing Attached)

Subtotal $4,416,118

Total In-Kind $6,093,515

Total Continuation Budget $30,467,576

Hidalgo County Head Start Program
2011 Budget Analysis

Description	2010	2011	Difference	Comments/Notes
Salaries/Fringes				
Salaries	15,632,552.45	15,954,991.31	322,438.86	Cost of Living Adjustment
Fringes/Pension Adm Costs	4,475,991.18	5,382,317.68	906,326.50	In FY2010 health ins costs were reduced by 30% and W/C costs were not assessed
Total Salaries/Fringes	**20,108,543.63**	**21,337,309.00**	1,228,765.37	
Out of TownTravel	**10,000.00**	**10,000.00**	0.00	
Equipment	**90,000.00**	**-**	(90,000.00)	Purchased new vans in 2010/New color printer needed for 2011
Supplies				
Office	102,587.60	94,000.00	(8,587.60)	Reduction in costs/orders
Postage	6,500.00	10,000.00	3,500.00	Costs for postage has increased from .41cents to .44cents
Classroom/Consum	300,000.00	176,659.20	(123,340.80)	Savings on health benefits in 2010 allowed for more spending for classroom supplies
Classroom/Non Con	457,401.77	153,159.19	(304,242.58)	Savings on health benefits in 2010 allowed for more spending for classroom supplies
Maintenance	215,000.00	215,000.00	0.00	
Janitorial	100,000.00	100,000.00	0.00	
Medical	20,500.00	15,500.00	(5,000.00)	Reduction in costs/orders
Playground	0.00	900.00	900.00	Special playground equipment needed for disability children enrolled
Operational	168,000.00	108,015.00	(59,985.00)	Reduction in costs/orders
Total Supplies	**1,369,989.37**	**873,233.39**	(496,755.98)	
Other				
Center Space	155,000.00	155,000.00	0.00	
Telephone	322,900.00	165,300.00	(157,600.00)	New phone system was budgeted for 2010
Utilities	673,000.00	669,255.61	(3,744.39)	New thermostats were installed and roof repairs were done/increased efficiency
Local Travel	102,000.00	97,000.00	(5,000.00)	Federal reimbursement rates ($.55) were reduced to $.50
Renovations	0.00	0.00	0.00	
Audit	32,000.00	32,000.00	0.00	
Dental Serv	24,500.00	27,000.00	2,500.00	Additional student enrollment
Disability Serv	13,000.00	8,000.00	(5,000.00)	More children qualify for medicaid services
Mental Health	33,000.00	32,150.00	(850.00)	More children qualify for medicaid services
Medical Serv	10,000.00	12,000.00	2,000.00	Additional student enrollment
Printing- Admin	9,700.00	9,700.00	0.00	
Printing Center	32,300.00	33,800.00	1,500.00	Rising printing costs
Subscriptions	0.00	0.00	0.00	
Insurance	142,000.00	142,000.00	0.00	
Vehicle Maintenance	150,000.00	150,000.00	0.00	
Fuel	173,000.00	125,000.00	(48,000.00)	County Co-op contract
Equip. Repair-Admin	10,000.00	3,000.00	(7,000.00)	Updated/new equipment
Equip. Repair-Center	48,000.00	48,000.00	0.00	
Equip. Rental	12,900.00	12,900.00	0.00	
Parent Involvement	30,000.00	32,000.00	2,000.00	Rising costs for parent incentives and additional student enrollment
Babysitting Reimb	2,880.00	2,880.00	0.00	
CDA/ T.T.A.	269,033.00	269,033.00	0.00	
Legal Fees	57,500.00	57,500.00	0.00	
Advertising	5,000.00	5,000.00	0.00	
AA Program	65,000.00	65,000.00	0.00	
Total Other Expend.	**2,372,713.00**	**2,153,518.61**	(219,194.39)	
Total Oper. Budget	**$3,842,702.37**	**$3,036,752.00**	(805,950.37)	
Total Budget	**23,951,246.00**	**24,374,061.00**	422,815.00	*Difference is Cost of Living Adjustment*

8/11/2010

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Regional Office VI
1301 Young St, Room 937
Dallas, TX 75202-5433

July 1, 2010

Rene Ramirez, County Judge
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540-0117

Re: Grant No. 06CH0183

Dear Ms. Ramirez:

An application for continued refunding of your organization's Head Start and/or Early Head Start grant for the budget period 01/01/2011 - 12/31/2011 is due 10/1/2010, ninety days prior to the start of your budget period. This letter provides guidance on the requirements for submission of the continuation application.

For planning purposes, the application should reflect the enrollment and funding levels in the table below.

PROGRAM ACCOUNT (PA)	PROJECTED FUNDING	FUNDED ENROLLMENT
PA 4122 – Head Start Program Operations	$24,105,028	3570
PA 4120 – Head Start Training and Technical Assistance	$269,033	
PA 4125 – Early Head Start Program Operations		0
PA 1126 – Early Head Start Training and Technical Assistance		
Total	**$24,374,061**	**3570**

The projected funding levels for PA's 4122 and 4125 reflect the permanent cost-of-living adjustment (COLA) increase of 1.84 percent contained in the Fiscal Year (FY) 2010 appropriation for the Head Start program. Funding in FY 2011 at the specified levels for PA's 4122 and 4125 noted in the above table is contingent upon your organization's submission of an approvable supplemental application in FY 2010 that meets the criteria in Program Instruction ACF-PI-HS-10-01, dated February 17, 2010. The projected PA 4120 allocation for Head Start

remains at the prior year level. The projected funding level for PA 1126 is calculated at 2.5 percent of the projected PA 4125 funding level.

Funding is contingent upon the availability of federal funds and satisfactory performance by your organization under the terms and conditions of the Head Start grant in the current budget period. The funding levels noted above must support all Head Start budgeted program costs, both direct and, if appropriate, indirect costs.

The application for continued refunding must be prepared in accordance with the instructions in Information Memorandum ACYF-IM-HS-00-12, dated April 25, 2000. This information is available electronically at the following link: http://eclkc.ohs.acf.hhs.gov/hslc. As noted in the Information Memorandum, Head Start and Early Head Start grantees are required to submit a full application once every three years. In the other two years, grantees need only submit budget information, describe the progress they are making toward their community needs and objectives and explain proposed significant changes to their programs. In preparing the summary of findings from your community assessment for a full application and the updates for abbreviated applications, you must provide a breakout of the proposed enrollment levels for each county within your service area in the application.

You are considered to be in year 3 of the application cycle and are required to complete an abbreviated application. We encourage you to carefully review ACYF-IM-HS-00-12, the attached instructions and this guidance prior to preparing your application. **Incomplete applications will not be processed and may affect the timely award of Federal funding.**

Grantees are expected to use the web-based Grant Application Budget Instrument (GABI) to complete their applications. GABI is available in the Head Start Enterprise System (HSES) at https://hses.ohs.acf.hhs.gov/hsprograms. Training materials can be found in the "Instructions" section of HSES. For further assistance, please contact HSESHelp@acf.hhs.gov or 1-866-771-4737.

Approvals

Governing body approval is required on the application for continuation funding. The Standard Form SF-424 must be submitted under the signature of the Board Chairperson, as required in Program Instruction ACF-PI-HS-06-01, dated September 19, 2006. In addition, Policy Council approval is required. A signed statement by the Policy Council Chair and accompanying minutes demonstrating participation in the development and approval of the application must be submitted with the application. If the Policy Council has not approved the application, a letter from the Policy Council indicating its reasons for withholding approval is required.

Risk Management

The risk management process implemented by the Office of Head Start is a prevention/early intervention strategy that integrates the funding, monitoring and technical assistance processes. Through this process, potential risks and areas for improvement are identified along with strengths, areas of pride and innovative practices.

Your agency recently participated in a risk management meeting and may have received a copy of the action plan shortly after the meeting occurred. The refunding application should address the action steps that were specifically identified for inclusion in either your Training and Technical Assistance (T/TA) Plan or the grant application itself.

Development of the Training and Technical Assistance Budget

Grantees should develop T/TA plans that assure sufficient resources are devoted to address all T/TA needs, particularly those which impede their ability to provide quality and comprehensive services to all enrolled children and families. The application must include your T/TA plan and an accompanying narrative on the T/TA needs. The results of the grantee's self assessment and the improvement plan must be included in the application to evaluate the appropriateness of the T/TA plan.

Grantees with identified areas of non-compliance and/or deficiencies should invest appropriate resources to assure correction is achieved. If the direct funding for T/TA is not sufficient to meet all of the identified needs in your annual T/TA plan, grantees may use operational funds available to them in the annual grant award.

Cap on Employee Compensation

Section 653 of the Head Start Act places limitations on the compensation of Head Start staff. Specifically, the Act prohibits the use of **any** Federal funds, including Head Start grant funds, to pay any part of the compensation of an individual employed by a Head Start agency if that individual's compensation exceeds the rate payable for Level II of the Executive Schedule, currently $179,700. Program Instruction ACF-PI-HS-08-03, issued May 12, 2008, provides guidance on this requirement and defines compensation. No funds may be charged to the Head Start grant or to any other Federal program either as a direct cost or any pro-ration as an indirect cost for an employee whose compensation exceeds $179,700. Please ensure that your refunding application demonstrates that the compensation policies of your agency and those of any delegate agencies, if applicable, comply with the compensation cap guidelines.

Submission Information

Grantees are strongly encouraged to submit refunding applications online via the HSES. If you submit the application via HSES, you must still provide the original signature pages for the Standard Form (SF) 424, Application for Federal Assistance, and SF-424B, Assurances – Non-Construction Programs, to:

Ray Bishop, Regional Grants Management Officer
Office of Grants Management
Administration for Children and Families
1301 Young Street, Room 937
Dallas, TX 75202-5433

If a grantee does not choose to submit the refunding application via HSES, the original application, required forms and certifications and two copies must be submitted to the address listed above.

A checklist is enclosed to assist you in ensuring the application contains all of the required information. If you have any questions or require assistance, please contact Alfredo Huerta, your Head Start Program Specialist, at (214)767-8859 or alfredo.huerta@acf.hhs.gov or Eric Weiss, your Grants Management Specialist, at (214)767-8823 or eweiss@acf.hhs.gov. Thank you for your cooperation and timely submission of your grant application.

Sincerely,

/s/

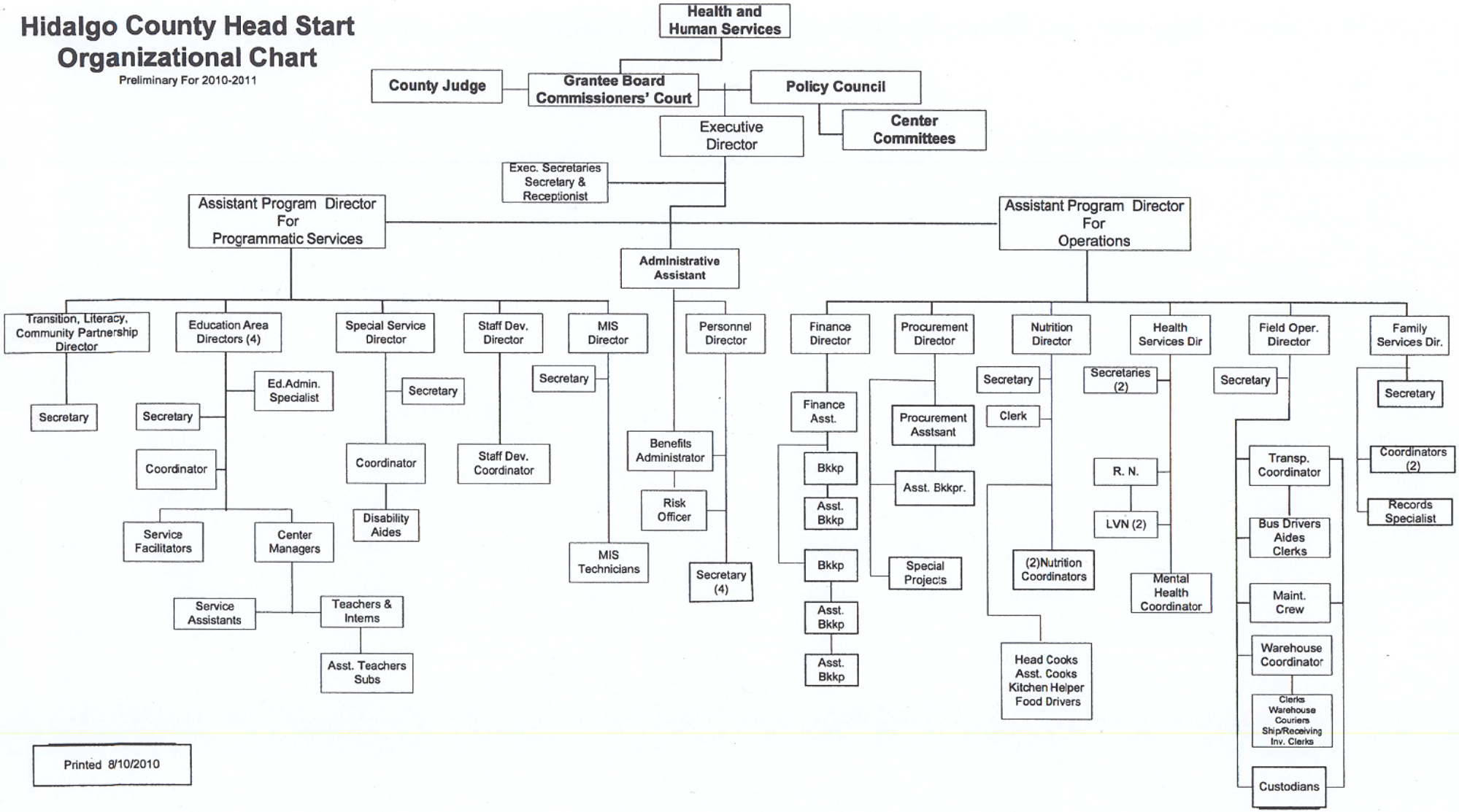
Susan Johnston
Regional Program Manager
Office of Head Start, Region VI

Enclosure

cc: Executive Director

Hidalgo County Head Start Organizational Chart

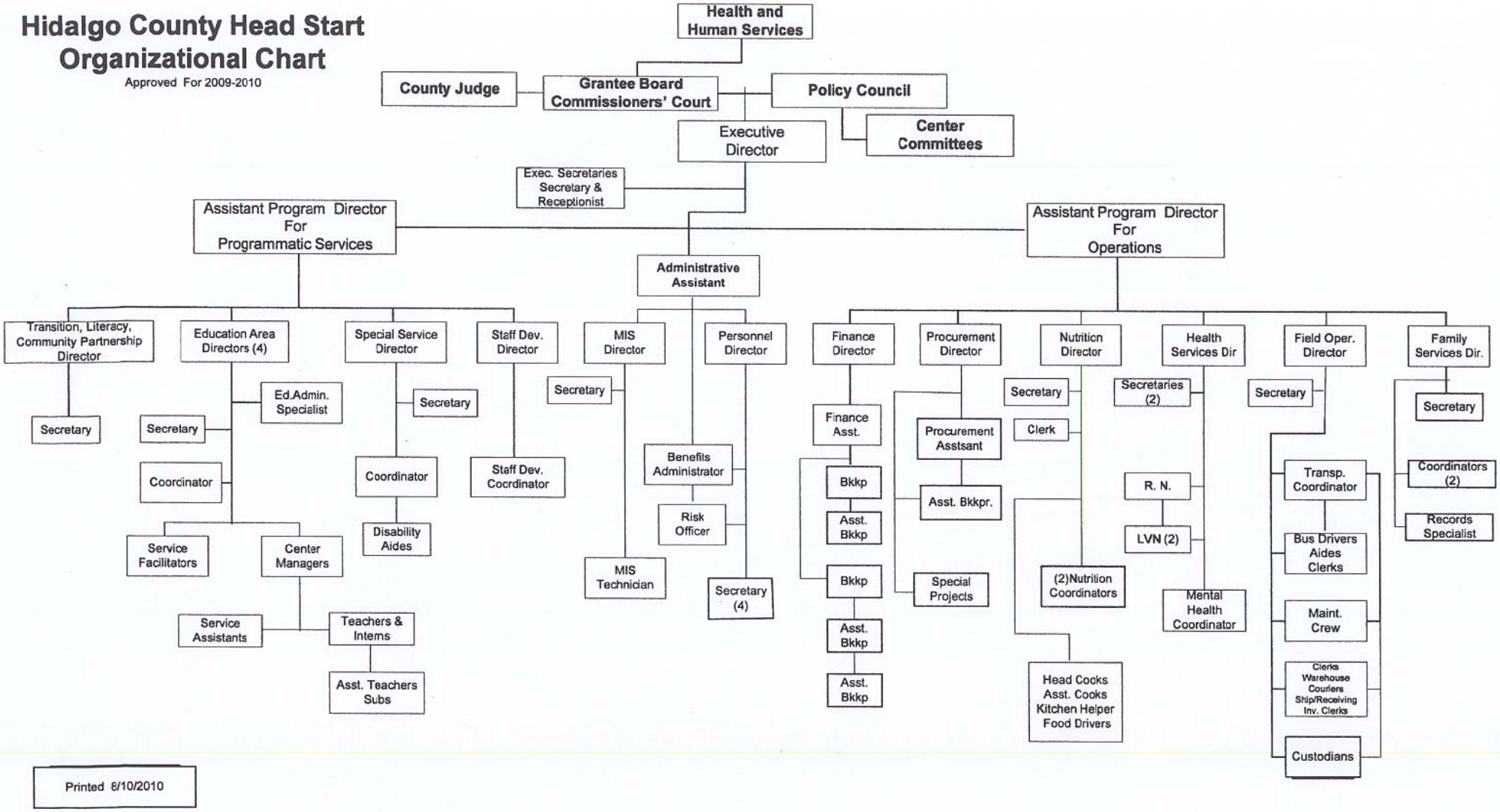
Preliminary For 2010-2011



Printed 8/10/2010

Hidalgo County Head Start Organizational Chart

Approved For 2009-2010



Printed 8/10/2010

AI-22778 **17.A.**

Request to install gate - The Estates at Westhaven Subdivision
CC REGULAR

Date:	09/07/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Requesting authorization and/or approval to install a security gate at the entrance of Westhaven Drive located in The Estates at Westhaven Subdivision as per Transportation Code Chapter 251, Section 251.010 as requested by Roel Carreon, President-Homeowners Association.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary Impact

Attachments

Link: Attachments

Form Routing/Status

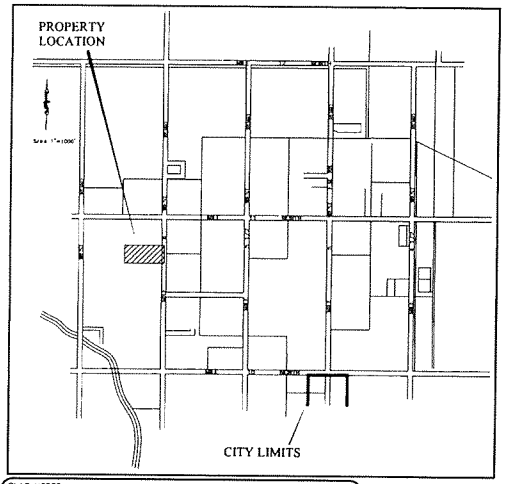
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2010 03:51 PM	APRV
2	Olga Garza	Olga Garza	09/02/2010 03:26 PM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 09:07 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 12:29 PM	APRV

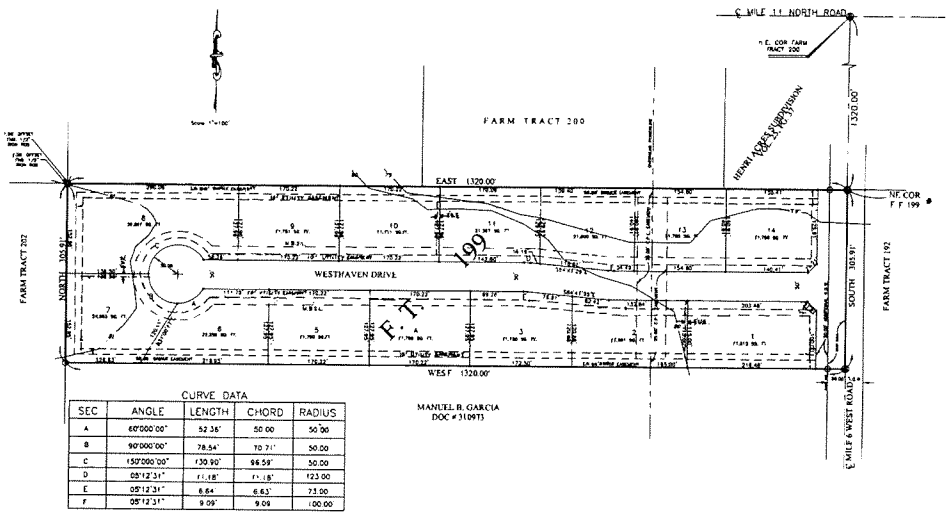
Form Started By: Sandra Garcia — Started On: 09/01/2010 02:52 PM

Final Approval Date: 09/03/2010

The location of the Subdivision with respect to the Extraterritorial Jurisdiction of a Municipality.

The Estates at Westhaven Subdivision is located 1/4 Mile South of Mile 11 North Road
It is approximately 0.5854 miles Northwest of the City Limits of Weslaco, outside the Extraterritorial Jurisdiction (ETJ), in Pct. No. 1 under local Government Code 42.021, and inside the city five-mile (ETJ) under local Government Code 212.001





CURVE DATA

SEC	ANGLE	LENGTH	CHORD	RADIUS
A	60°00'00"	52.36'	50.00	50.00
B	90°00'00"	78.54'	70.71'	50.00
C	150°00'00"	130.90'	96.59'	50.00
D	05°12'31"	11.18'	11.18'	123.00
E	05°12'31"	6.64'	6.63'	73.00
F	05°12'31"	9.09'	9.09	100.00

THE ESTATES AT WESTHAVEN SUBDIVISION

BEING 9.27 ACRES OF LAND OUT OF FARM TRACT 199, BLOCK 181
WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, H.C.M.R.

PLAT NOTES

1. This property lies in flood zone 'X', that being areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood. F.I.R.M. Community Panel No. 480334 0450C Dated June 6, 2000.
2. Minimum finish floor elevation shall be 18 inches above the centerline of the street.
3. Minimum building setback shall be as follows:
   - Front: 25 feet
   - Side: 6 feet, except the west side of lot 13 shall be 55' and the east side of lot 2 shall be 87'
   - Rear: 20% of depth of lot, max 25'
   - Corner lots shall allow a side setback of 10 feet towards the side of the street.
   - Garage fronts must be set back as required above or 18 feet, whichever is greater.
4. No building shall be constructed over any easements or lot line.
5. No driveway access is allowed onto mile 6 west from lot 1 or lot 14.
6. A drainage detention volume of 16,650 cubic feet is required. This will be provided in green areas along the rear of the lots. These areas shall be maintained free of obstructions by the property owners.
7. No more than one single family detached dwelling shall be located per lot. (There shall be no other use, other than a single family dwelling unless it is specified on the plat that a lot can be used for something other than a residence.)
8. There are no water wells within 150 feet from boundaries of this subdivision at time of survey.
9. Legend: ● = denotes 1/2" iron rod set unless otherwise noted.
10. No fill or permanent structures shall be allowed within the drainage swale easement. Each drainage swale easement shall be kept clear of fences, buildings, planting, and other obstructions that would interfere with the operation and maintenance of the drainage easement.
11. Benchmark: Top of 1/2 inch iron rod found for the southwest corner of Hons' acres subdivision elev. 79.5
12. Each purchase contract made between a subdivider and a purchaser of a lot in this subdivision shall contain a statement describing how and when water, sewer, electrically and gas services will be available to subdivision.

Metes and Bounds Description

A 9.27 ACRES TRACT OF LAND BEING OUT OF FARM TRACT 199, BLOCK 181, WEST TRACT SUBDIVISION, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, H.C.M.R.

BEGINNING AT COTTON PICKER SPINOLE SET FOR THE NORTH-EAST CORNER OF SAID FARM TRACT 199, AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH, 305.91 FEET ALONG THE EAST LINE OF SAID FARM TRACT 199 AND WITH THE CENTERLINE OF MILE 6 WEST ROAD (60 FT WIDE) TO A COTTON PICKER SPINOLE SET FOR THE SOUTHEAST CORNER HEREOF;

THENCE WEST, A DISTANCE OF 30.00 FEET PASS 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE WEST RIGHT WAY LINE OF SAID MILE 6 WEST ROAD AND CONTINUING TO A FOUND IRON PIN FOR A TOTAL DISTANCE OF 1320.00' FEET FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH, WITH THE WEST LINE OF SAID FARM TRACT 199, AT A DISTANCE OF 303.41 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERERENCE AND CONTINUING FOR A TOTAL DISTANCE OF 305.91' FEET TO THE POINT FOR THE NORTHWEST CORNER HEREOF;

THENCE EAST, WITH THE NORTH LINE OF SAID FARM TRACT 199, AT A DISTANCE OF 1.98 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE AT A DISTANCE OF 1290.00 FEET PASS A 1/2-INCH IRON ROD FOUND FOR REFERENCE ON THE WEST RIGHT OF WAY LINE OF SAID MILE 6 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.27 ACRES OF LAND MORE OR LESS.

I, ARMANDO GUTIERREZ, THE UNDERSIGNED, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ARMANDO GUTIERREZ, JR.
PE NO. 64027
11-6-2001
DATE

I, REYNALDO ROBLES, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY.

REYNALDO ROBLES
RPLS NO 4032
11/2/01
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), ROEL CARREON AND WIFE PATRICIA CARREON A MARRIED COUPLE AND DEVELOPERS OF THE ESTATES OF WESTHAVEN AND OWNERS OF A 9.27 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED THE ESTATES AT WESTHAVEN SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEY, PARKS, WATER COURSES, DRAINAGE EASEMENTS, AND PUBLIC PLACES THEREON SHOWN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OF SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ROEL CARREON
510 W. PIKE
WESLACO, TX 78596

PATRICIA CARREON
510 W. PIKE
WESLACO, TX 78596

7th OF 2001
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROEL CARREON AND WIFE PATRICIA CARREON, PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVES LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENT THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGE THAT ARE EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF November, 2001.

MY COMMISSION EXPIRES: 5-23-2003

Kathy Tijerina
- NOTARY PUBLIC

KATHY TIJERINA
NOTARY PUBLIC
State of Texas
Comm. Exp. 05-23-2003

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028(a)

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT OF THE THE ESTATES AT WESTHAVEN SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

DATED THIS THE 22nd DAY OF January, 2002

COUNTY JUDGE
COUNTY OF HIDALGO, TEXAS
2/4/02
DATE

ATTESTED: J.D. Salinas III by D.C.
COUNTY CLERK
COUNTY OF HIDALGO, TEXAS
2/5/02
DATE

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO.

THIS PLAT APPROVED BY HIDALGO AND CAMERON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 9
DATED THIS THE 12 DAY OF November, 2001.

IT IS UNDERSTOOD THAT THE RATES OF FLOW OF RAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF RAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

MANAGER

FILED FOR RECORD IN HIDALGO COUNTY BY J.D. SALINAS III COUNTY CLERK ON 2-4-02 AT 1:50 AM/PM AS A RECORDING NUMBER 1202434 BY: Bda Cristy DEPUTY

Recorded in Volume 39 Page 44 of the map records of Hidalgo County, Texas
J.D. Salinas III
County Clerk

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK __ M ON _____, _____, AND WAS RECORDED IN BOOK _____, SHEET _____ THE PLAT RECORDS OF HIDALGO COUNTY AT ____ O'CLOCK __ M ON _____, _____.

COUNTY CLERK
COUNTY OF HIDALGO, TEXAS

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODES 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

GODFREY GARZA, MANAGER
HIDALGO COUNTY DRAINAGE DISTRICT NO.1
12/5/01
DATE

Engineering APPROVAL Hidalgo County Health Dept. 12/4/02

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE/ FAX NOS.
OWNER	ROEL CARREON	510 W. PIKE	WESLACO, TX 78599	968-2328 / N.A.
OWNER	PATRICIA CARREON	510 W. PIKE	WESLACO, TX 78599	968-2328 / N.A.
ENGINEER	ARMANDO GUTIERREZ JR.	805 W. PIKE BLVD.	WESLACO, TX 78599	968-8175/973-9759
SURVEYOR	REYNALDO ROBLES	107 W. HUISACHE	WESLACO, TX 78599	968-2422/968-2071

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

SHEET 1 OF 2

SHEET 1. Heading; Index; Location Map and ETJ; Principal Contacts; Map; Lot, Street, and Easement Layout; Description (Metes and Bounds); Surveyor's Certification; Plat Notes and Restrictions; Owner's Dedication, Certification, and Attestation; City Approval Certificate; County Approval Certificate; County Clerk's Recording Certificate; Revision Notes

SHEET 2. Final Engineering Report, including Description of Water and Wastewater/OSSF and Engineer's Certification (English and Spanish Versions); Drainage Report including description of drainage and drainage swales, map of topography and drainage, and engineering certification; Revision Notes

Date of Preparation June 15, 2001

A. Gutierrez Engineering, PLLC
Subdivisions, Septic Tank Designs, Building Plans
805 W. PIKE BLVD.
Post Office Box 8351
Weslaco, Texas 78599
(956) 968-8175
FAX (956) 973-9759

REVISED 10-2-01

Sec. 251.010. GATES ON THIRD-CLASS AND NEIGHBORHOOD ROADS; OFFENSES. (a) A person, including a neighborhood association, who owns or controls real property on which a third-class road or a neighborhood road established under Section 251.053 is located for which the right-of-way was obtained without cost to the county may erect a gate across the road when necessary. The person shall place a permanent hitching post and stile block on each side of the gate within 60 feet of the gate. The gate must be:

(1) at least 10 feet wide;

(2) free of obstructions above the gate;

(3) constructed so that opening and shutting the gate will not cause unnecessary delay to persons, including emergency personnel, using the road; and

(4) constructed with a fastening to hold the gate open until a person using the gate passes through it.

(b) The property owner shall keep the gate and the approaches to the gate in good order.

(c) A person who erects a gate across a road specified by Subsection (a) and who wilfully or negligently fails to comply with a requirement of this section commits an offense. An offense under this subsection is a misdemeanor punishable by a fine of not less than $5 or more than $20. Each week that the person fails to comply with this section constitutes a separate offense.

(d) A person who wilfully or negligently leaves open a gate on a road specified by Subsection (a) commits an offense. An offense under this subsection is a misdemeanor punishable by a fine of not less than $5 or more than $20.

(e) A person may not erect a gate under this section unless the gate is approved by the commissioners court of the county.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1123, Sec. 1, eff. Sept. 1, 1999.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1032, Sec. 1, eff. September 1, 2007.

Mr. Jose Pena
R.O.W Director Hidalgo County,

Mr. Pena,

I would like this letter to serve as a request that our subdivision, The Estates at Westhaven, located in Weslaco, Texas on mile 10 3/4 north and mile 6 west, be allowed to have a security gate at the main entrance which happens to be an ingress/egress entrance. Several residents in our subdivision have been victims of theft as well as acts of vandalism numerous times. One particular resident has been victimized over 6 times in as little as a 6 month period. Therefore, we, the residents of Westhaven, feel a security gate will lessen if not eliminate these acts of crime and mischief.

It is my understanding that the R.O.W. of our street is in compliance with the rules and regulations that allow for such a request. Furthermore, we will comply with all rules and regulations that are warranted to allow for our subdivision to have a security gate; such as allowing entities like EMS911, US Postmaster, and Law enforcement agencies access into our community.

You can reach me by phone at 956 778-6360 or by email at r_car90@hotmail.com. On behalf of all residents of The Estates at Westhaven, thank you for your time and consideration.

Respectfully,

Roel Carreon
President Homeowners Assoc.

AI-22747 **18.A.**

Independent Audit Report for the Year Ended December 31, 2009-Burton McCumber & Cortez, L.L.P.

CC REGULAR

Date:	09/07/2010
Submitted By:	Becky Morales, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Presentation and acceptance of independent audit report for the year ended December 31, 2009-Burton McCumber & Cortez, L.L.P.

BACKGROUND

Report will be presented at Commissioners' Court.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2010 08:06 AM	APRV
2	Erika Zamora	Erika Zamora	09/02/2010 09:01 AM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 08:28 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 12:23 PM	APRV

Form Started By: Becky Morales Started On: 08/31/2010 08:56 AM

Final Approval Date: 09/03/2010

AI-22797 **19.A.**

Pct #3 Road Improvement Eldorado Acres

CC REGULAR

Date:	09/07/2010
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Discussion and approval of accepting participation from Ram Investments, DBA Eldorado Acres RV Park, (Mr. Rick Martin), the amount of $24,198.20 for road improvement of Eldorado Acres.

BACKGROUND

Precinct #3 will provide labor & equipment.

Fiscal Impact

Attachments

Link: Copy of Check/Map

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/03/2010 10:01 AM	APRV
2	Perla Lopez	Perla Lopez	09/03/2010 11:41 AM	APRV
3	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Norma Ceballos — Started On: 09/02/2010 12:10 PM

Final Approval Date: 09/03/2010

2689

RAM & SON INC.
DBA ELDORADO ACRES RV PARK
610 N. FM 492
MISSION, TX 78573
(956) 581-6718

INTER NATIONAL BANK
MISSION, TX 78572
88-1527/1149

9/1/2010

PAY TO THE ORDER OF HIDALGO COUNTY $**24,198.20

Twenty-Four Thousand One Hundred Ninety-Eight and 20/100********** DOLLARS

HIDALGO COUNTY

MEMO compacted 1" thick Eldorado streets

AUTHORIZED SIGNATURE MP

⑈002689⑈ ⑆114915272⑆ 36 1280 5⑈

Details on Back. Security Features Included

RAMS & SONS 2689

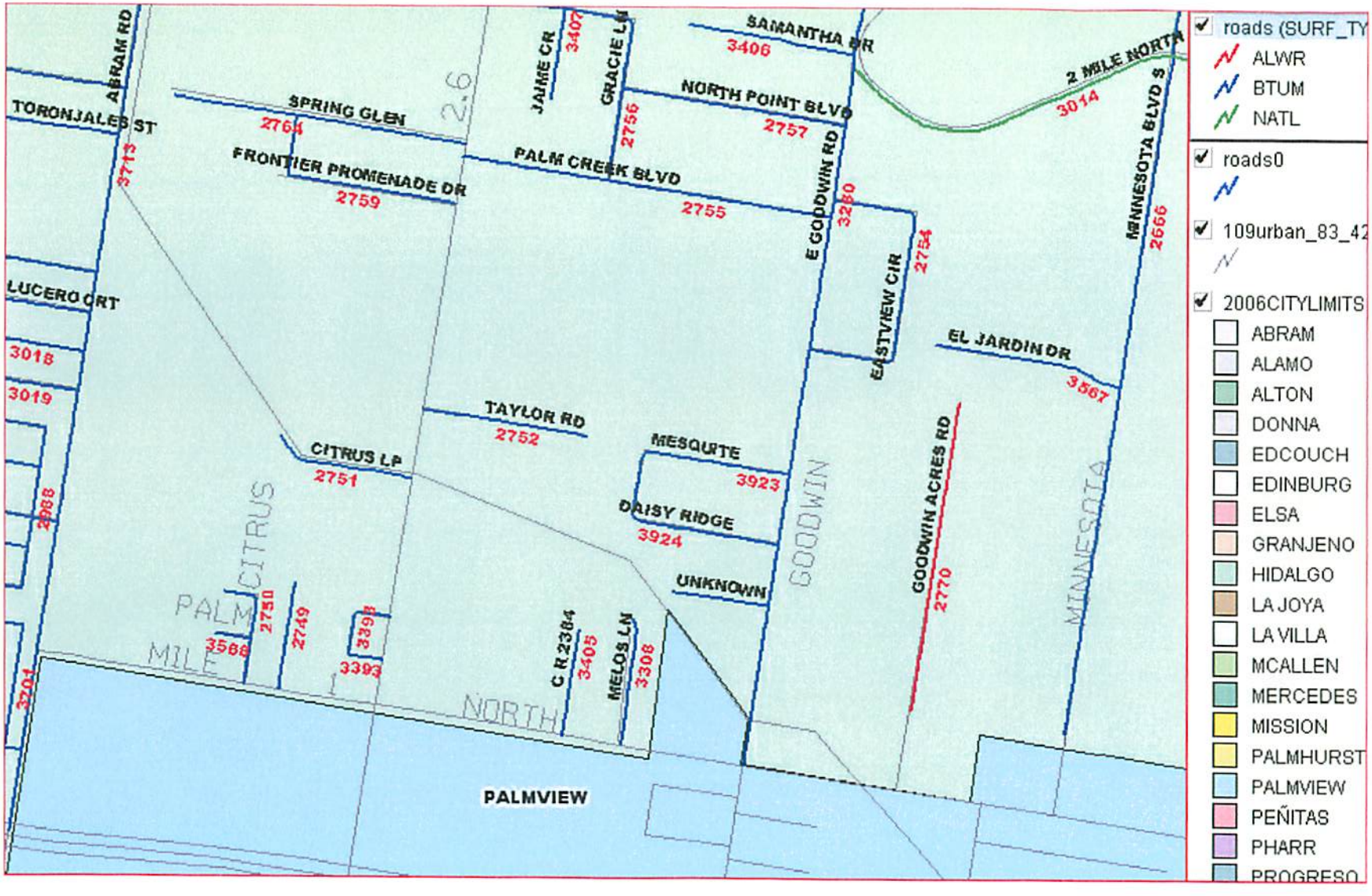
HIDALGO COUNTY 9/1/2010
Repairs 24,198.20

Eldorado Acre compacted 1" thick Eldorado st 24,198.20

County Price per Ton - $45.40

Cell # 802-2172
Rick Martin

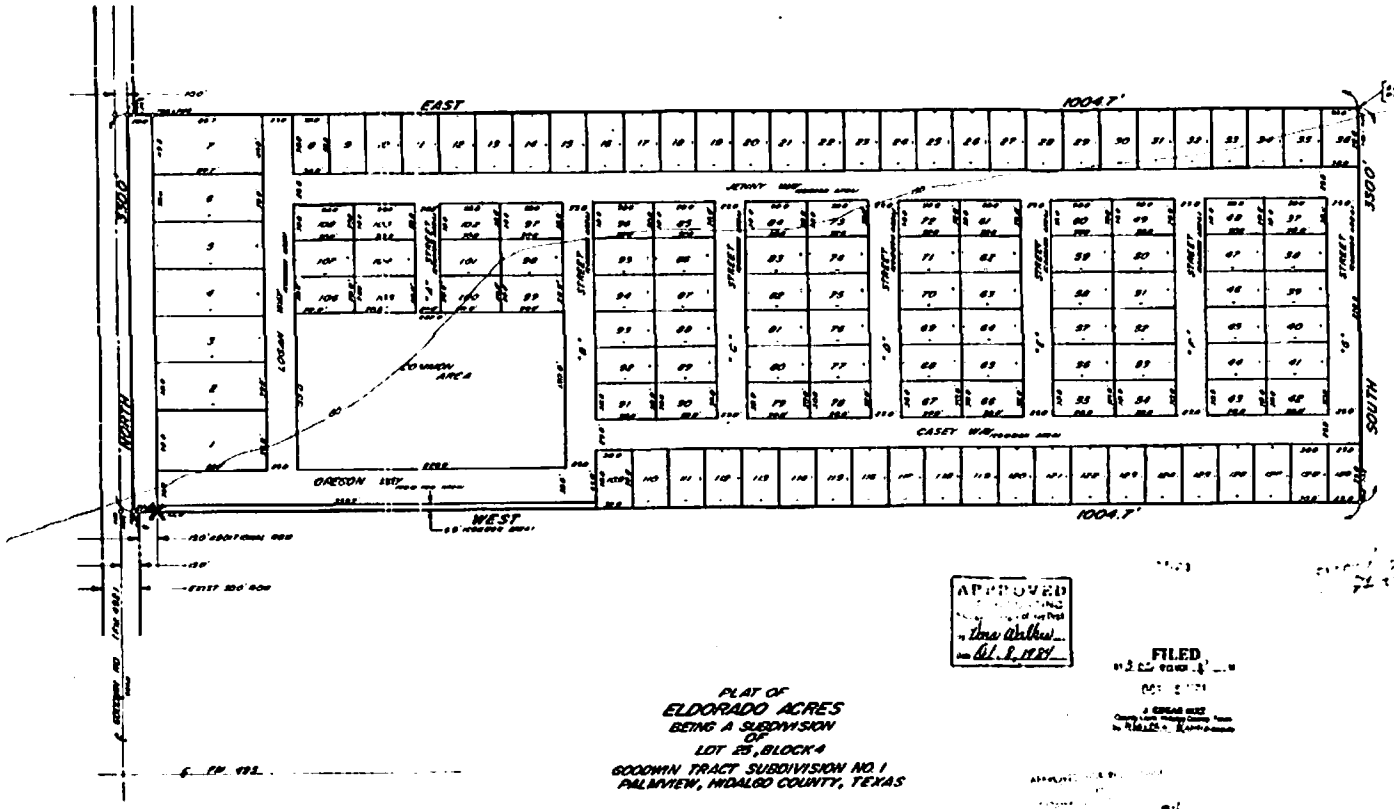
Total $24,198.20

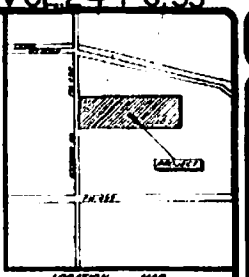


Eldorado Acres

1/2 N. 492 - East side (opp. Mines)

VOL 24 PG 53





ELDORADO ACRES

APPROVED
FOR FILING
by Dino Walker
on Oct. 8, 1984

FILED
for record
at ... o'clock ... M.
on Oct. 9, 1984
... County Clerk
Hidalgo County, Texas
by ... Deputy

PLAT OF
ELDORADO ACRES
BEING A SUBDIVISION
OF
LOT 25, BLOCK 4
GOODWIN TRACT SUBDIVISION NO. 1
PALMVIEW, HIDALGO COUNTY, TEXAS

1. MINIMUM FLOOR ELEVATIONS FOR PERMANENT STRUCTURES SHALL BE AT ABOVE TOP OF CURB NEXT TO BUILDING IN THE FRONT OF THE LOT.
2. ALL CONCEPTS OF DEDICATED LOTS SHALL BE SUBJECT TO THE PROPERTY OWNERS ASSOCIATION AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELDORADO ACRES SUBDIVISION AS RECORDED IN DEED RECORDS, HIDALGO COUNTY, TEXAS

Filed for record 24 page 53

STATE OF TEXAS
COUNTY OF HIDALGO
KNOWN TO ALL MEN BY THESE PRESENTS

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS ELDORADO ACRES TO THE CITY OF PALMVIEW, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS AND PARK EASEMENTS THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, EXCEPT THAT THOSE DESIGNATED AS COMMON AREA, WHICH SHALL REMAIN PRIVATE

OWNER ELDORADO HOMES, INC.
BY HOWARD P. ATKINS, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HOWARD P. ATKINS KNOWN TO BE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th DAY OF February, 1985

NOTARY PUBLIC Cynthia L. Marchbank
My Commission Expires 12-6-85

THIS PLAT IS APPROVED BY THE BOARD OF ALDERMAN OF THE CITY OF PALMVIEW ON THIS THE 14th DAY OF February, 1985 A.D. BY A VOTE OF 5 TO 0

MAYOR, CITY OF PALMVIEW — CITY SECRETARY

APPROVED AS TO FORM: CITY ATTORNEY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Samuel D. Farias
REGISTERED PROFESSIONAL ENGINEER

THIS PLAT IS OF EVEN APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF EXCLUSION FROM SAID DISTRICT IS SECURED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF FACILITIES NECESSARY TO SERVE LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES

IRRIGATION DISTRICT SECRETARY — BOARD OF DIRECTORS

Phase II ENGINEERING
PHONE (512) 781-9807
P.O. BOX 620 PHARR, TEXAS

AI-22770 **20.A.**

Appropriation of Miscellaneous Revenues - Pct#4 R&B

CC REGULAR

Date:	09/07/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Precinct#4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Prct. 4

Information

CAPTION

Pct. #4 R & B (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for Miscellaneous Revenues - Hurricane Dolly FEMA reclassifications.
2. Approval of 2010 appropriation of funds into Precinct No. 4 P/U Rd (program no. 007) in the amount of $220,482.15 (Hurricane Dolly FEMA reclassifications).

3. Approval of Certification of Revenues as certified by the County Auditor Miscellaneous Revenues - Drainage Improvement Projects Pct# 4.
4. Approval of 2010 appropriation of funds into Precinct No. 4 P/U Rd (program no. 007) in the amount of $37,821.22 (Drainage Improvement Projects Pct#4).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

1. Approval of 2010 appropriation of funds for Hurricane Dolly FEMA reclassifications in the amount of $220,482.15.

2. Approval of 2010 appropriation of funds for Drainage Improvement Project Pct# 4 in the amount of $37,821.22

Revenue account# 0-1200-360-00-124-000-0-000

Attachments

Link: appropriation - 1
Link: appropriation - 2
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	09/03/2010 07:54 AM	APRV

2	Budget & Management	Erika Zamora	09/03/2010 07:56 AM	APRV
3	Olga Garza	Olga Garza	09/03/2010 02:17 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Manuel Chapa Started On: 09/01/2010 11:36 AM

Final Approval Date: 09/03/2010

DATE: September 1, 2010

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Pct# 4 - R & B - FEMA Hurricane Dolly reclassifications (1200)

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

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2010
Appropriation

AI# 22770

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-124-007-0-613	Pct 4 P/U RD - Safety Supplies	2,000.00
0-1200-431-00-124-007-0-672	Pct 4 P/U RD - Equip & Veh R&M Supplies	20,000.00
0-1200-431-00-124-007-0-673	Pct 4 P/U RD - R&B R&M Supplies	10,000.00
0-1200-431-00-124-007-0-711	Pct 4 P/U RD - ROW	50,000.00
0-1200-431-00-124-007-0-731	Pct 4 P/U RD - Roads	138,482.15
0-1200-360-00-124-000-0-000	Pct 4 R&B - Miscellaneous Revenue	(220,482.15)
	TOTAL BUDGET INCREASE (DECREASE)	$ -

REASON: To appropriate funding for Pct 4 P/U RD to cover Precinct day to day expenses. Misc. Revenues came from Pct#4 Hurricane Dolly FEMA reclassifications.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: September 1, 2010

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Pct# 4 - R & B - Drainage Improvement Projects (1200)

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

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

2010
Appropriation

AI# 22770

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-124-007-0-890	Pct 4 P/U RD - Other	37,821.22
0-1200-360-00-124-000-0-000	Pct 4 R&B - Miscellaneous Revenue	(37,821.22)
	TOTAL BUDGET INCREASE (DECREASE)	$ -

REASON: To appropriate funding for Pct 4 P/U RD to cover Precinct day to day expenses. Misc. Revenues came from Pct#4 Drainage Improvement Projects - January Reimbursements.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 2, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of reimbursements in the amount of $258,303.37 for Precinct No. 4. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$220,482.15	FEMA-Hurricane Dolly Damage Assessments
37,821.22	Certificates of Obligation, Series 2009

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/2/10
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-22824 **20.B.1**

Pct. 1 R & B appropriation of funds for gasoline expenditures (1200)
CC REGULAR

Date: 09/07/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 R & B (1200):
Approval of 2010 appropriation of funds for Pct. 1 P/U Rd (fund 1200, program #005) in the amount of $88,453.10 to fund gasoline expenditures.

BACKGROUND

To fund gasoline expenditures. Funds available in unreserved f/b.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-626
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for Pct. 1 P/U Rd (fund 1200, program #005) in the amount of $88,453.10 to fund gasoline expenditures. Funds available in unreserved f/b.

Attachments

Link: Pct. 1 R & B appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/03/2010 02:29 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/03/2010 02:45 PM	APRV
3	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Ivan Cantu Started On: 09/03/2010 02:04 PM

Final Approval Date: 09/03/2010

DATE: September 7, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 R & B (1200)

ACCOUNT NUMBER: 0-1200-431-00-121-005-0-626

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-121-005-0- 626	Pct. 1 P/U Rd.-	Gasoline/Diesel	88,453.10
		TOTAL BUDGET INCREASE (DECREASE)	**88,453.10**

REASON: Appropriation of funds for Pct. 1 R & B (1200) to fund gasoline expenditures as requested by Mr. Raul Lozano, Pct. 1 Chief Administrator (refer to Pct. 1 memo dated 9-3-10). Monies available in R & B unreserved f/b.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-22802 **20.B.2.**

Appropriation of funds under Courthouse Security (1241)
CC REGULAR

Date:	09/07/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Courthouse Security (1241):
Approval of 2010 appropriation of funds for Courthouse Security in the total amount of $3,560.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1241-421-23-115-044-0-XXX

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

BUDGETARY IMPACT:

2010 appropriation of funds in the amount of $3,560.00. Funds available as of 9-3-10 in unreserved f/b.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2010 07:56 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/03/2010 09:21 AM	APRV
3	Auditor's Office	Linda Fong	09/03/2010 09:26 AM	APRV
4	Purchasing Department	Marty Salazar	09/03/2010 12:38 PM	APRV

Form Started By: Sylvia Solis Started On: 09/02/2010 02:38 PM

Final Approval Date: 09/03/2010

DATE: September 2, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Courthouse Security

ACCOUNT NUMBER: 0-1241-421-23-115-044-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1241-421-23-115-044-0-113	Courthouse Security -	Regular F/T Employees	1,250.00
0-1241-421-23-115-044-0-117	Courthouse Security -	Supplemental Pay	1,060.00
0-1241-421-23-115-044-0-212	Courthouse Security -	Life Insurance	30.00
0-1241-421-23-115-044-0-230	Courthouse Security -	Retirement	120.00
0-1241-421-23-115-044-0-250	Courthouse Security -	Unemployment Compensation	1,100.00
		TOTAL BUDGET INCREASE (DECREASE)	**3,560.00**

REASON: To appropriate funding for current and anticipated salary and related fringe benefit expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-22815 **20.B.3.**

Pct. 1 Parks (1100) Appropriation of funds

CC REGULAR

Date:	09/07/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Raul Lozano, Pct. 1
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 Parks (1100):
Approval of 2010 appropriation of funds for Pct. 1 Parks (1100) in the amount of $85,000.00 to fund various operating expenditures.

BACKGROUND

Refer to memo from Pct. 1 dated 8-26-10 requesting Pct. 1 Parks funding from unreserved f/b.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Appropriation of funds for Pct. 1 Parks (1100) in the amount of $85,000.00 to fund various operating expenditures.

Attachments

Link: Pct. 1 Parks appropriation

Link: Pct. 1 Parks Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/03/2010 08:10 AM	APRV
2	Budget & Management	Erika Zamora	09/03/2010 08:35 AM	APRV
3	Sylvia Solis	Sylvia Solis	09/03/2010 11:18 AM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Ivan Cantu Started On: 09/03/2010 08:05 AM

Final Approval Date: 09/03/2010

DATE: September 7, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Parks (1100)

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

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2010
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-452-00-121-013-0- 432	Pct. 1 Parks-	Equip & Veh. R & M Svcs	5,000.00
0-1100-452-00-121-013-0- 540	Pct. 1 Parks-	Advertising	1,000.00
0-1100-452-00-121-013-0- 612	Pct. 1 Parks-	Recreational Supplies	2,500.00
0-1100-452-00-121-013-0- 619	Pct. 1 Parks-	Other Misc. Supplies	2,000.00
0-1100-452-00-121-013-0- 672	Pct. 1 Parks-	Equip & Veh. R & M Supplies	7,000.00
0-1100-452-00-121-013-0- 679	Pct. 1 Parks-	Other R & M Supplies	3,500.00
0-1100-452-00-121-013-0- 748	Pct. 1 Parks-	Other Equipment	26,800.00
0-1100-452-00-121-013-0- 890	Pct. 1 Parks-	Other	37,200.00
		TOTAL BUDGET INCREASE (DECREASE)	**85,000.00**

REASON: Appropriation of funds for Pct. 1 Parks (1100) to fund various operating expenditures as requested by Mr. Raul Lozano, Pct. 1 Chief Administrator (refer to Pct. 1 memo dated 8-26-10)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



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

To: **Dina Trevino – Director of Budget & Management Division**

From: **Raul Lozano, Chief Administrator – Hidalgo County Precinct # 1**

Date: **08/26/10**

Re: **Movement of Monies to Parks Department...**

Ms. Trevino,

Precinct 1 had a meeting with its Parks Department about the availability of funds to complete the fiscal year. Our analysis shows that the Parks Department, which has a reserve balance, will need to increase their budget.

The monies requested will address pending issues such as vehicle/machinery/equipment repair, advertisements, supplies, new equipment/machinery, and the general improvement to Precinct 1's parks.

The account numbers (w/ amounts) that will need to be increased are as follows:

0-1100-452-00-121-013-0-432	$ 5,000.00
0-1100-452-00-121-013-0-540	$ 1,000.00
0-1100-452-00-121-013-0-612	$ 2,500.00
0-1100-452-00-121-013-0-619	$ 2,000.00
0-1100-452-00-121-013-0-672	$ 7,000.00
0-1100-452-00-121-013-0-679	$ 3,500.00
0-1100-452-00-121-013-0-748	$26,800.00
0-1100-452-00-121-013-0-890	$37,200.00
	$85,000.00

Thank you in advance for your assistance and attention given this matter. Should you have any questions or require additional information please do not hesitate to contact me at 968-8733.

Sincerely,

THE COUNTY OF HIDALGO TEXAS

Raul Lozano – Chief Administrator
Hidalgo County Precinct No. 1

Cc: A.C. Cuellar, Jr., Precinct 1 County Commissioner
Ivan Cantu, Budget Analyst

AI-22791 **21.A.4.**

-Request for Payment from Valtex -Doors and Frames for Old Admin Bldg
CC REGULAR

Date:	09/07/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of Request for Payment-Invoice No. 018804 in the amount of $29,030.00 submitted by Valtex Insulation, Co., awarded contractor for "Hidalgo County -Doors and Frames for Old Administration Building 3rd Floor Renovations" - (Contract #10-020A-04-20).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-220-043-0-452

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

BUDGETARY IMPACT:

$29,030.00 AVAILABLE FUNDS IN PO NO. 641212 AS OF 09/03/10.

Attachments

Link: Valtex Invoice 018804

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 05:27 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2010 07:54 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2010 02:29 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Moises Salazar Started On: 09/01/2010 04:53 PM

Final Approval Date: 09/03/2010

Valtex

P.O. BOX 3095
McALLEN, TX 78502
Phone (956) 383-8163 Fax (956) 383-8162

1 sept 10
Dear Ms. Ybarra, please forward for payment approval with my approval, Thanks Erik Sunday

INVOICE

INVOICE #018804
DATE: SEPTEMBER 1, 2010

TO:
ACCOUNTS PAYABLE
Hidalgo County
100 E. Cano 2nd floor
Edinburg, TX 78539

JOB SITE:
Hidalgo County
Doors and Frames for Old Administration Building
3rd floor renovations
PROJECT# 2010-020A-03-10 MSS

COMMENTS OR SPECIAL INSTRUCTIONS: ORIGINAL P.O # 641212 WAS FOR $39,940.00 A CHANGE ORDER WAS ADDED TO UPGRADE GLASS SIDE LIGHTS FROM CLEAR TO RAIN IN THE AMOUNT OF $ 1,975.00 FOR GRAND TOTAL OF $41,915.00

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPING	F.O.B. POINT	TERMS
Emilio Trevino	641212	Purchasing Dept.	included		Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
42	Wood Frames with side light	410.00	17,220.00
2	Single frames	300.00	600.00
11	Single frames without side light	300.00	3,300.00
162	4 ½ x 4 ½ butt hinge	10.00	1,620.00
51	Commercial non-lockable levers	110.00	5,610.00
4	Commercial lockable levers	170.00	680.00

SUBTOTAL	29,030.00
SALES TAX	Exempt
LABOR	n/a
TOTAL DUE	29,030.00

RECEIVED BY
COUNTY AUDITOR
2010 SEP -1 AM 11:38

GOOD SERVICES RECEIVED BY:
INITIALS ON 9/1/10

Make all checks payable to: VALTEX
If you have any questions concerning this invoice, contact: JESSICA PADILLA (956) 383-8163 JPADILLA@VALTEXINC.COM

Thank you for your business!

AI-22794 **21.A.5.**

Amendment No. 3 - Credit Card Payment Services

CC REGULAR

Date:	09/07/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Requesting approval of Amendment No. 3 to current contract between Hidalgo County and Easy Access, Inc. (C-09-040-09-22) to incorporate and reference original Exhibits of procurement packet for "Credit Card Payment Services";

b. Authority to exercise the one (1) year term extension between Hidalgo County and Easy Access, Inc. for "Credit Card Payment Services". C-09-040-09-22, effective date: January 01, 2011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Credit Card Services will be paid through user fee, no budgetary impact to the County.

Attachments

Link: contract

Link: extension letter

Link: amendment 3 with exhibits a, b, c

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2010 01:40 PM	APRV
2	Budget & Management	Ivan Cantu	09/03/2010 01:53 PM	APRV
3	Olga Garza	Olga Garza	09/03/2010 02:33 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Olga Montero — Started On: 09/02/2010 10:44 AM

Final Approval Date: 09/03/2010

EZAccess®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

EASY ACCESS INC whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Closner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **CONTRACT:**

   The Contract consists of:

   A. This document and

   B. EXHIBITS A through G, attached hereto.

2. **SERVICES TO BE PERFORMED:**

   Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

3. **CONSIDERATION:**

   In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1
212 N. 12th Street
Edinburg, Texas 78541
Attn.: Ms Aleida Lopez / Project Manager
Phone #: 956:380-4473
FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

EASY ACCESS INC

Authorized Signature

William C. Hamer
Typed

CEO
Title

9-30-09
Date

CLIENT:

HIDALGO COUNTY

Authorized Signature

JUAN D. SALINAS, III
Typed

COUNTY JUDGE
Title

Date

ARTURO GUAJARDO, JR.
Attest

COUNTY CLERK
Title

Approved by Commissioners' Court on 09/22/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:

34. EXHIBIT F: EZ-NETPAY© Convenience Fee Schedule

A. Credit Card Fees

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee* that will be charged by EAI to the Credit Card holder. The proposed fee will be $2.50 per $100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee[1]
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 300.00	$ 7.50
$ 300.01	$ 400.00	$ 10.00
$ 400.01	$ 500.00	$ 12.50
$ 500.01	$ 600.00	$ 15.00
$ 600.01	$ 700.00	$ 17.50
$ 700.01	$ 800.00	$ 20.00
$ 800.01	$ 900.00	$ 22.50
$ 900.01	$ 1,000.00	$ 25.00
$ 1,000.01	AND UP	The above sample chart illustrates the $2.50 per $100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

[1]These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NETPAY™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee[2]
$ 0.01	$ 100.00	$ 2.50
$ 100.01	$ 200.00	$ 5.00
$ 200.01	$ 400.00	$ 7.50
$ 400.01	$ 800.00	$ 10.00
$ 800.01	$ 1,000.00	$ 12.50
$ 1,000.01	$ 2,000.00	$ 15.00
$ 2,000.01	$ 4,000.00	$ 17.50
$ 4,000.01	$ 8,000.00	$ 20.00
$ 8,000.01	$ 12,000.00	$ 22.50
$ 12,000.01	$ 25,000.00	$ 25.00
$ 25,000.01	AND UP	1% of Transaction

[2] These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

STATE OF TEXAS '

'

COUNTY OF HIDALGO '

AMENDMENT TO
PROFESSIONAL SERVICE CONTRACT
C-09-040-09-22

This **AMENDMENT** to the **CONTRACT** between **Easy Access, Inc.,** (the "Vendor") and **HIDALGO COUNTY** (the "County"), effective the 10th day of **November, 2009**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on September 22, 2009, in which the Vendor agreed to provide professional services for: **"Credit Card Payment Services"** located within **Hidalgo County** (the "Project");

WHEREAS, due to a need to clarify the term **"Point of Contact(s) for each user department"**, the parties now desire to amend the Projects in which the Vendor may perform the services;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. **Section 28** titled **NOTICES** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

   28. NOTICES:

   Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

Easy Access, Inc.
4200-A N. Bicentennial Dr.
McAllen, Tx 78504
Attn: Mr. M G Braun / Project Manager
Phone #: 956-682-3466
Fax #: 956-682-0906

Hidalgo County District Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Mr. Rene Rangel / Project Manager
Phone #: 956-289-7808
Fax#: 956-318-2251

Hidalgo County Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Noe Lopez / Project Manager
Phone #: 956-318-2200
Fax #: 956-318-2105

Hidalgo County Tax-Assessor Collector
2804 S. US Hwy 281
Edinburg, Tx 78539
Attn: Mr. Paul Villarreal / Project Manager
Phone #: 956-318-2157
Fax #: 956-318-2733

Hidalgo Co. Justice of the Peace -Pct. 4, Pl. 2
224 N. 12th Street
Edinburg, Tx 78541
Attn: Mr. Robert Leal / Project Manager
Phone #: 956-383-0921
Fax #: 956-383-7430

Hidalgo Co. Justice of the Peace-Pct. 4, Pl. 1
212 N. 12th Street
Edinburg, Tx 78541
Attn: Ms. Aleida Lopez / Project Manager
Phone #: 956-380-4473
Fax #: 956-380-4029

2. **Exhibit "D": PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES

Hidalgo County District Clerk
100 N. Closner
Edinburg, Tx 78540
Attn: Mr. Rene Rangel

Hidalgo County Clerk
100 N. Closner
Edinburg, Tx 78540
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector
2804 S. US Hwy 281
Edinburg, Tx 78539
Attn: Mr. Paul Villarreal

Hidalgo County Justice of the Peace Pct. 4, Pl. 2
224 N. 12th Street
Edinburg, Tx 78541
Attn: Mr. Robert Leal

Hidalgo County Justice of the Peace Pct. 4, Pl. 1
212 N. 12th Street
Edinburg, Tx 78541
Attn: Ms. Aleida Lopez

3. **Exhibit "E": PROJECT MANAGERS** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

Exhibit "E": PROJECT MANAGERS

Easy Access, Inc.
Mr. M G (Mike) Braun

Hidalgo County District Clerk
Mr. Rene Rangel

Hidalgo County Clerk
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector
Mr. Paul Villarreal

Hidalgo County Justice of the Peace-Pct.4, Pl.2
Mr. Robert Leal

Hidalgo County Justice of the Peace-Pct. 4, Pl. 1
Ms. Aleida Lopez

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Easy Access, Inc.

Authorized Signature

Title: Program Director 11/24/09

Easy Access, Inc.

Approved as to Form:
Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SECOND AMENDMENT TO THE CONTRACT BETWEEN HIDALGO COUNTY, TEXAS AND EASY ACCESS, INC.

This AMENDMENT to the PROFESSIONAL SERVCE CONTRACT (C-09-040-09-22) by and between **HIDALGO COUNTY, TEXAS** ("County") and **EASY ACCESS, INC.** ("Vendor.") is entered into between the parties effective this **3rd** day of **August, 2010.**

WHEREAS, Company and County entered into a Contract effective November 10, 2009 in which Vendor agreed to provide certain services for credit card payment services (the "Contract") at various County facilities;

WHEREAS, the Contract was amended effective November 10, 2009 to clarify certain provisions of the Contract;

WHEREAS, the Contract now requires further amendment in order to add additional County departments desiring to use the services specified in the Contract;

WHEREAS, the parties desire to amend the Contract as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Vendor hereby agree to the following amendments to the Contract:

1. Section 28 as amended, is hereby further amended by adding the following point of contact to the Notice Provision:

   Community Supervision and Corrections Department
   P O Box 970
   Edinburg, TX 78540
   Attn: Ms. Diana G. Solis/Project Manager

2. Section 32, Exhibit "D" as amended, is hereby further amended by addition of the following County department as a Physical Delivery Location of Professional Services:

Community Supervision and Corrections Department
P O Box 970
Edinburg, TX 78540
Attn: Ms. Diana G. Solis

3. Section 33, Exhibit "E" as amended, is hereby further amended by addition of the following department as a Project Manager:

   Community Supervision and Corrections Department
   Diana G. Solis

4. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Vendor and County ratify and confirm the terms and provisions of the Contract, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EASY ACCESS, INC.

By: M. G. BROWN JR.
Its Special Projects Director

HIDALGO COUNTY, TEXAS

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:
Stephen L. Crain

PURCHASING DEPARTMENT
County Of Hidalgo

August 08, 2010

William C. Hamer, CEO
c/o Mike Braun
Easy Access, Inc.
4200-A N. Bicentennial Dr.
McAllen, Texas 78504

Via Facsimile (361) 682-0906
Via-Email: mgbraun@hecorp.com

Re: *Extension/Renewal - Contract No. C-09-040-09-22 - "Credit Card Payment Services"-Hidalgo County*

Dear Mr. Hamer:

Commissioners' Court will take applicable action **(Tuesday, August 24, 2010)** in connection with the Hidalgo County's option to extend/renew the **additional one (1) year period** as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of Extension/Renewal is January 01, ~~2010~~ 2011.

Acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, August 18, 2010, 10:00 a.m., via-facsimile to (956) 956-292-7612 or via-email olga.montero@co.hidalgo.tx.us .

By: _____ Date: 8-12-10

William C. Hamer, CEO
Easy Access, Inc.

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department
xc: file

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M. G. Braun Jr / Easy Access Inc, possess all of the APPLICABLE:

1. Licenses: N/A.
2. Bonds: N/A.
3. Certificates: N/A.
4. Permits: N/A.
5. Other: N/A.

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.

M. G. Braun

Authorized Signature

M. G. Braun Jr. / Special Projects Director

Date

Easy Access Inc.

Company

4200-A N. Bicentennial Dr.

Address

McAllen, Tx 78504.

City, State, Zip

Insurance Requirement Acknowledgment

I, M. G. (Mike) Braun Jr, authorized representative for Easy Access Inc,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $See Enclosed Insurance Cert. General Liability: $See Enclosed Insurance Certificate

☒ have already been met, see attached copy of insurance certificate.

M. G. Braun
Authorized Representative

8/12/16
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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2010

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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
HAMER ENTERPRISES
4200 A N. BICENTENNIAL
MCALLEN TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICA FIRST INS.	
INSURER B: TEXAS MUTUAL INS. CO.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	02BP182958-7	05/16/2010	05/16/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	02BP182958-7	05/16/2010	05/16/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001168510-10	05/16/2010	05/16/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
		OTHER					

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

EASY ACCESS INC: INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT FOR CREDIT CARD PAYMENT SERVICES FOR HIDALGO COUNTY

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 SOUTH HWY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 100170

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

THIRD AMENDMENT TO THE CONTRACT BETWEEN HIDALGO COUNTY, TEXAS AND EASY ACCESS, INC.

This AMENDMENT to the PROFESSIONAL SERVCE CONTRACT (C-09-040-09-22) by and between **HIDALGO COUNTY, TEXAS** ("County") and **EASY ACCESS, INC.** ("Vendor.") is entered into between the parties effective this **7th** day of **September, 2010.**

WHEREAS, Company and County entered into a Contract effective November 10, 2009 in which Vendor agreed to provide certain services for credit card payment services (the "Contract") at various County facilities;

WHEREAS, the Contract was amended effective November 10, 2009 to clarify certain provisions of the Contract;

WHEREAS, the Contract was further amended August 03, 2010 in order to add additional County departments desiring to use the services specified in the Contract;

WHEREAS, the Contract now requires further amendment in order to incorporate and reference exhibits of the original bid documents; and

WHEREAS, the parties desire to amend the Contract as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Vendor hereby agree to the following amendments to the Contract:

1. CONTRACT: Numbered paragraph 1. of the Contract is hereby deleted in its entirety and the following substituted in lieu thereof:

The Contract consists of:

A. This document;
B. Exhibits A through G, attached hereto, hereinafter cumulatively referred to as "Services"; and
C. Exhibits H, I and J which are incorporated herein and made a part of this Contract.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Vendor and County ratify and confirm the terms and provisions of the Contract, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EASY ACCESS, INC.

_____

By: _____

Its_____

HIDALGO COUNTY, TEXAS

_____

Rene Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____

Stephen L. Crain

EXHIBIT "A"

Specifications, Scope of Services, Requirements, General Terms and Conditions

Hidalgo County

"CREDIT CARD PAYMENT SERVICES"

RFP NO: 2009-040-06-10-otm

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2009-040-06-10-otm

Overview:
The County of Hidalgo is seeking to engage Proposer's to furnish a "**TURN-KEY**" Credit Card Payment Services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Credit Card Payment Services"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, June 10, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-040-06-10-otm

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, June 03, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, June 05, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit 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: The initial term of the contract shall be for ***One Year***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific

project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace- Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. Provide a browser based turn-key Credit-Card / Internet Check payment processing Application Service Provider (ASP) solution.
2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
3. The proposed solution must provide 128 bit encryption.
4. The proposing vendor must provide, "live" instructor directed training services for all current and future staff.
5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification.
6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide a custom public website that is specific to Hidalgo County for the collection of specific service fees (sample of website is provided upon request)
8. The proposed solution must provide the County with a Real-time Administrator Module that will allow Hidalgo County senior staff to manage the following without vendor intervention:
   (a) Create departmental location(s)
   (b) Create individual user-task descriptions
   (c) Create authority for individual users by task
   (d) Create duplicate receipts on demand
9. The proposed solution must provide Hidalgo County with a real-time interface with the County's Property Tax Software vendor, ACT.
10. The proposed solution must be able to provide on-line receipts for all credit card transactions.
11. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier.
12. Must provide on-line "real-time" on demand reports on all counter transactions based upon the following minimum guidelines:
    (a) Daily transactions by unique task, i.e, property tax payment, motor vehicle fee, court fines & etc.
    (b) All transactions by date
    (c) All transactions, by either week, month or real-time on a daily basis for counter transactions
    (d) All transactions by unique user-defined Employee Identifier
13. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.

14. Provide daily "Live" Customer Call Service Desk support to County staff and the client Credit Card users.
15. Provide daily "Live" credit card resolution assistance
16. Provide a means by which the County can request a credit card transaction reversal
17. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all bids are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, J.P. Mary Alice Palacios, J.P. Charlie Espinoza and any other county department that would like to use the Credit Card Services System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on **all** service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).

ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, it's respective substations, the District Clerk's Office, Justice of the Peace-Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the four (4) departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

(1) Hon. Armando Barrera, RTA
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539 (956) 318-2876

(2) Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner- (1st Floor)
Edinburg, Texas (956) 318-2200

(3) Justice of the Peace-Charlie Espinoza
(Precinct 4, Place 1)
212 N. 12th Ave.
Edinburg, Texas 78539 (956) 380-4473

(4) Justice of the Peace-Mary Alice Palacios
(Precinct 4, Place 2)
222 N. 12th Ave.
Edinburg, Texas 78539 (956) 292-7015

HIDALGO COUNTY
CREDIT CARD PAYMENT SERVICES SYSTEM
RFP. No. 2009-040-06-10-otm

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM			
MAINTENANCE	1ST Year	2nd Year	Total
HARDWARE	$	$	$
SOFTWARE	$	$	$

In the event of a typographical error, unit price prevails.

SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2008-040-06-10-OTM

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2009-040-06-10-OTM

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total **100 Points**

HIDALGO COUNTY
"CREDIT CARD PAYMENT SERVICES"
RFP NO: 2008-040-06-10-OTM

RFP EVALUATION FORM

	Selection Criteria	Range	Point Score
1.	**Understanding the Services/Methodology**	**25 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
2.	**Ability to Commit to all Services Required**	**30 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
3.	**Ease of Support System & Response Time**	**20 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
4.	**Cost Fees and Warranty**	**25 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	_____		
	Total	100%	**Score**

Provider:_____

Evaluator: _____ Date:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

AI-22793 **21.A.6.**

Amendment to Task Order No. 2010-1

CC REGULAR

Date:	09/07/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of an "Amendment" to Task Order No. 2010-1 with Beck Disaster Recovery, Inc. (approved by CC-07/27/10)to include the additional services as authorized by FEMA. Services to be provided under Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between Beck Disaster Recovery, Inc. and Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item will have no budget impact. This is a request for approval of Amendment to Task Order No. 2010-1.

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-350

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

BUDGETARY IMPACT:

HURRICANE ALEX-OTHER SERVICES
FUNDS AVAILABLE AS OF 09/03/10. RC

Attachments

Link: Task Order No. 2010-1

Link: Amended Task Order No. 2010-1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 05:26 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2010 07:55 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2010 08:52 AM	APRV
4	Auditor's Office	Linda Fong	09/03/2010 09:30 AM	APRV

Form Started By: Vangie Garcia

Started On: 09/01/2010 05:05 PM

Final Approval Date: 09/03/2010

TASK ORDER NO. 2010-1

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: Hidalgo County (COUNTY)
Project: Public Assistance/Cost Recovery Services
Effective Date: August _____, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Grant Administration and Management Services as described in the Scope of Work attached as Exhibit A.

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates plus reasonable non-labor expenses as set forth in Exhibit B of the Cooperative Purchasing Agreement.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of $100,000.00:

Positions	Hourly Rates
Principal Contractor/Planner/Engineer/Scientist/Assessor/Analyst	$210.00
Project/Program Manager	$175.00
Public Assistance/Grant Management Contractor	$150.00
Assistant Planner/Engineer/Scientist/Assessor/Analyst	$95.00
Engineer/Analytical Aide	$75.00

Approved by:

BECK DISASTER RECOVERY, INC.

Signature: _____
Name: Betty Kamara
Title: Contract Administrator
Date: _____

HIDALGO COUNTY

Signature: _____
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____

SCOPE OF SERVICES

Public Assistance/Cost Recovery Services

BDR will develop a comprehensive County-wide recovery strategy and plan following Hurricane Alex. BDR will identify funding sources available to the County as it pursues its long-term financial recovery. During this engagement BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications for Category A and B emergency work. Funding sources to be reviewed for funding eligibility include, but may not be limited to, the following:

- FEMA Public Assistance Program (FEMA-PA) – standard, alternate, improved, and mitigated projects
- FEMA 406 and 404 Hazard Mitigation Grant Programs (HMGP)
- Other Funding Sources

Upon activation of this task order, BDR will work with the County to identify damages eligible for grant funding, and prepare FEMA PA Project Worksheets for emergency work, monitor project and funding status, and prepare all applications for audit.

BDR is prepared to assist the County in whatever capacity is required to ensure comprehensive grant funding and maximized financial recovery. The tasks below focus on BDR's methodology regarding consultation with FEMA-PA as well as HMGP, and other programs.

BDR's team of financial recovery experts will help maximize the benefits and incentives of the identified grant programs. BDR will assist the County with a variety of financial recovery services including, but not limited to:

- Damage assessment
- Reconstruction & long-term infrastructure planning
- Eligibility consultation
- Project ranking
- Financial advisory
- Cash flow management
- Procurement assistance
- Benefit cost analysis
- Feasibility & effectiveness studies
- Site survey & legal description review
- Appraisal & valuation services
- Public outreach program
- Public meeting facilitation
- Negotiations
- Data management
- Document management
- Grant application development
- Project scoping
- Insurance adjusting/subrogation
- Contractor invoice reconciliation
- Regulatory compliance monitoring
- Compliance reporting
- Field documentation
- Interim and final inspections
- Eligibility appeals
- Grant closeout
- Staff augmentation
- Other financial management & cost recovery services as needed

TASK ORDER NO. 1
AMENDMENT NO. A

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: The County of Hidalgo (COUNTY)
Project: Public Assistance/Cost Recovery Services
Effective Date: August 10, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Description of Change:

Additional tasks to be completed: BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications (Project Worksheets) for Categories A-G emergency and permanent work.

It has been agreed to by County and BDR that this Task Order Amendment shall supersede Task Order No. 1.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Grant Administration and Management Services as described in the Scope of Work attached as Exhibit A

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates as set forth in Exhibit B of the Cooperative Purchasing Agreement. All non-labor related project cost (travel, per diem, lodging and mileage) will be billed to the COUNTY at cost without mark-up.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of $100,000.00:

Positions	Hourly Rates
Principal Contractor/Planner/Engineer/Scientist/Assessor/Analyst	$210.00
Project/Program Manager	$175.00
Public Assistance/Grant Management Contractor	$150.00
Assistant Planner/Engineer/Scientist/Assessor/Analyst	$95.00
Engineer/Analytical Aide	$75.00

Approved by:

BECK DISASTER RECOVERY, INC.

Signature: _____
Name: Betty Kamara
Title: Contract Administrator
Date: _____

THE COUNTY OF HIDALGO

Signature: _____
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____

SCOPE OF SERVICES

Public Assistance/Cost Recovery Services

BDR will develop a comprehensive County-wide recovery strategy and plan following Hurricane Alex. BDR will identify funding sources available to the County as it pursues its long-term financial recovery. During this engagement BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications (Project Worksheets) for Categories A-G emergency and permanent work. Funding sources to be reviewed for funding eligibility include, but may not be limited to, the following:

- FEMA Public Assistance Program (FEMA-PA) – standard, alternate, improved, and mitigated projects
- FEMA 406 and 404 Hazard Mitigation Grant Programs (HMGP)
- Other Funding Sources

Upon activation of this task order, BDR will work with the County to identify damages eligible for grant funding, and prepare FEMA PA Project Worksheets for emergency work, monitor project and funding status, and prepare all applications for audit.

BDR is prepared to assist the County in whatever capacity is required to ensure comprehensive grant funding and maximized financial recovery. The tasks below focus on BDR's methodology regarding consultation with FEMA-PA as well as HMGP, and other programs.

BDR's team of financial recovery experts will help maximize the benefits and incentives of the identified grant programs. BDR will assist the County with a variety of financial recovery services including, but not limited to:

- Damage assessment
- Reconstruction & long-term infrastructure planning
- Eligibility consultation
- Project ranking
- Financial advisory
- Cash flow management
- Procurement assistance
- Benefit cost analysis
- Feasibility & effectiveness studies
- Site survey & legal description review
- Appraisal & valuation services
- Public outreach program
- Public meeting facilitation
- Negotiations
- Data management
- Document management
- Grant application development/preparation of Project Worksheets
- Project scoping
- Insurance adjusting/subrogation
- Contractor invoice reconciliation
- Regulatory compliance monitoring
- Compliance reporting
- Field documentation
- Interim and final inspections
- Eligibility appeals
- Grant closeout
- Staff augmentation
- Other financial management & cost recovery services as needed

AI-22788 **21.B.1.**

Purchase of Two (2) John Deere Tractors with Mowers- Precinct No.1
CC REGULAR

Date:	09/07/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Authority to purchase heavy machinery and/or equipment detailed herein from the following awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08:

a. One (1) 6330 JD Standard Cab with a HX15 Rot Cut 540 mower - **$58,496.62;**
b. One (1) 7130 JD Standard Cab including: 28' Diamond Boom Mower & Accessories needed-**$ 102,579.58**

a combined total of **$161,076.20** (which includes pricing, delivery, TASB fees & warranty under-Project #2010-329-OGG.

BACKGROUND

Funds to be appropriated by Budget Officer, thru CO 2010 Issuance.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-121-041-0-742

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

BUDGETARY IMPACT:

Funding pending approval of line item transfer in the amount of $161,076.20. Refer to AI #22821 CC 9-7-10 consent agenda.

Attachments

Link: 10-329

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2010 12:37 PM	APRV
2	Budget & Management	Ivan Cantu	09/03/2010 12:59 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/03/2010 02:39 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Oscar Garza — Started On: 09/01/2010 04:21 PM

Final Approval Date: 09/03/2010

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: SEPT. 2. 2010	
Department: Pct. #1	
Name of Approving Elected Official/Department Head/Supervisor: Raul Lozano	
Point of Contact: Mari Gutierrez	Contact Phone Number: 956-968-8733 Contact Fax Number: 956-969-1417
Contact E-Mail: Mari.Gutierrez@co.Hidalgo.tx.us	
Budget Account Number:	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required:	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

1) John Deere 6330 standard cab
" " HX15 Rot cut 540
2) John Deere 7130 Cab tractor
28' Diamond Boom Mower

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	

JOHN DEERE

Quote Id :4681986

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Prepared for:

Hidalgo Co. Pct #1

Proposal for:

Hidalgo Co. Pct #1

Delivering Dealer:
R.D. MACHEN
NEUHAUS & COMPANY, LTD
2000 EAST EXPRESSWAY 83
WESLACO, TX, 78596
RDM@NEUHAUSCO.COM

Quote Prepared By:
R.D. MACHEN
RDM@NEUHAUSCO.COM

Date :August 23, 2010

Offer Expires : September 30, 2010

NEUHAUS & COMPANY, LTD
2000 EAST EXPRESSWAY 83
WESLACO, TX, 78596
Phone: 956-968-7502
Fax: 956-968-4173

Quote Id : 4681986

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Quote Summary

Prepared For :
Hidalgo Co. Pct #1
TX

Delivering Dealer :
NEUHAUS & COMPANY, LTD

R.D. MACHEN
2000 EAST EXPRESSWAY 83
WESLACO, TX 78596
RDM@NEUHAUSCO.COM

Quote ID : 4681986
Created On : August 23, 2010
Last Modified On: August 23, 2010
Expiration Date: September 30, 2010

Equipment Summary	Suggested List	Selling Price		Qty		Extended
John Deere 6330 STANDARD CAB NA **Contract:** TX TASB Yard_292-08	$ 60,343.00	$ 44,964.52	X	1	=	$ 44,964.52
John Deere HX15 ROT CUT 540 PULL TYPE **Contract:** TX TASB Yard_292-08	$ 18,190.00	$ 13,532.10	X	1	=	$ 13,532.10
Equipment Total						**$ 58,496.62**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 58,496.62
Trade In	
SubTotal	**$ 58,496.62**
Total	$ 58,496.62
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	$ 58,496.62

Salesperson : X _____ **Accepted By : X** _____

CONFIDENTIAL

Selling Equipment

Quote Id : 4681986

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

John Deere 6330 STANDARD CAB NA

Contract: TX TASB Yard_292-08

Suggested List *
$ 60,343.00
Selling Price *
$ 44,964.52

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
3122R	6330 Cab Tractor	1	$ 60,524.00	26.00	$ 15,736.24	$ 44,787.76	$ 44,787.76
	Standard Options - Per Unit						
0600	No Package	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
0150	Standard Cab	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
0200	Adjustable 2WD Front Axle (59.1-74 In.)	1	$ -7,179.00	26.00	$ -1,866.54	$ -5,312.46	$ -5,312.46
1288	18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
4782	10.00-16 In. 10PR F2 Bias	1	$ -1,932.00	26.00	$ -502.32	$ -1,429.68	$ -1,429.68
7073	PowrQuad PLUS 16F/16R Transmission with Left Hand Power Reverser (19 mph/30 kmh)	1	$ 3,457.00	26.00	$ 898.82	$ 2,558.18	$ 2,558.18
7101	Rear Independent 540 RPM PTO	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
7152	Flanged Axle, 8 Position Steel Wheels	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
7452	Vertical Exhaust with Underhood Muffler	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
7662	Super Comfort Seat (MSG 95) with Air Suspension, 3-In. Seat Cushion	1	$ 796.00	26.00	$ 206.96	$ 589.04	$ 589.04
9080	Rotating Warning Light (Beacon Light)	1	$ 180.00	26.00	$ 46.80	$ 133.20	$ 133.20
9115	Back-Up Alarm	1	$ 398.00	26.00	$ 103.48	$ 294.52	$ 294.52

Selling Equipment

JOHN DEERE

Quote Id : 4681986

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Code	Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
9260	Second SCV Deluxe (3 Detents - 301 Series) with Standard Couplers	1	$ 917.00	26.00	$ 238.42	$ 678.58	$ 678.58
9303	Third SCV Standard (2 Detents - 201 Series) with Standard Couplers	1	$ 930.00	26.00	$ 241.80	$ 688.20	$ 688.20
8770	Front Weight Support, 155 lbs. (70kg), Holds up to 14 Front Weights	1	$ 241.00	26.00	$ 62.66	$ 178.34	$ 178.34
	Standard Options Total		**$ -2,192.00**		**$ -569.92**	**$ -1,622.08**	**$ -1,622.08**
	Dealer Attachments/Non-Contract/Open Market						
R127764	Weight, Front Suitcase (104 Lb.) Quantity of One	8	$ 102.00	26.00	$ 26.52	$ 75.48	$ 603.84
	Tractor Package & Radio Kit	1	$ 1,195.00	0.00	$ 0.00	$ 1,195.00	$ 1,195.00
	Dealer Attachments Total		**$ 1,297.00**		**$ 26.52**	**$ 1,270.48**	**$ 1,798.84**
Total			$ 59,629.00		$ 15,192.84	$ 44,436.16	$ 44,964.52

John Deere HX15 ROT CUT 540 PULL TYPE

Contract: TX TASB Yard_292-08

Suggested List *
$ 18,190.00
Selling Price *
$ 13,532.10

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
227BP	HX15 Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades - 6 Wheels	1	$ 17,555.00	26.00	$ 4,564.30	$ 12,990.70	$ 12,990.70
	Standard Options - Per Unit						
1000	Constant Velocity Driveline, Cat 5, 540 RPM	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
1210	21" x 7" x 12" 16 PR Severe Duty Ag Tires	1	$ 360.00	26.00	$ 93.60	$ 266.40	$ 266.40

Selling Equipment

Quote Id : 4681986

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Code	Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
1600	Front Safety Shield - Chain	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
1700	Rear Safety Shield - Chain	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
6010	10,000 Lb. (45kN) Chain	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 360.00**		**$ 93.60**	**$ 266.40**	**$ 266.40**
	Dealer Attachments/Non-Contract/Open Market						
	HD PTO Drive Lines	1	$ 275.00	0.00	$ 0.00	$ 275.00	$ 275.00
	Dealer Attachments Total		**$ 275.00**		**$ 0.00**	**$ 275.00**	**$ 275.00**
Total			$ 18,190.00		$ 4,657.90	$ 13,532.10	$ 13,532.10

JOHN DEERE

Quote Id :4682161

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Prepared for:

Hidalgo Co. Pct #1

Proposal for:

Hidalgo Co. Pct #1

Delivering Dealer:
R.D. MACHEN
NEUHAUS & COMPANY, LTD
2000 EAST EXPRESSWAY 83
WESLACO, TX, 78596
RDM@NEUHAUSCO.COM

Quote Prepared By:
R.D. MACHEN
RDM@NEUHAUSCO.COM

Date :August 23, 2010

Offer Expires : September 30, 2010

NEUHAUS & COMPANY, LTD
2000 EAST EXPRESSWAY 83
WESLACO, TX, 78596
Phone: 956-968-7502
Fax: 956-968-4173

Quote Id : 4682161

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Quote Summary

Prepared For :
Hidalgo Co. Pct #1
TX

Delivering Dealer :
NEUHAUS & COMPANY, LTD

R.D. MACHEN
2000 EAST EXPRESSWAY 83
WESLACO, TX 78596
RDM@NEUHAUSCO.COM

Quote ID : 4682161
Created On : August 23, 2010
Last Modified On: August 23, 2010
Expiration Date: September 30, 2010

Equipment Summary	Suggested List	Selling Price		Qty		Extended
John Deere 7130 STANDARD CAB NA **Contract:** TX TASB Yard_292-08	$ 120,017.00	$ 102,579.58	X	1	=	$ 102,579.58
Equipment Total						**$ 102,579.58**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 102,579.58
Trade In	
SubTotal	**$ 102,579.58**
Total	$ 102,579.58
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	$ 102,579.58

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

JOHN DEERE

Quote Id : 4682161

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

John Deere 7130 STANDARD CAB NA

Contract: TX TASB Yard_292-08

Suggested List *
$ 120,017.00
Selling Price *
$ 102,579.58

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
321BR	7130 Cab Tractor	1	$ 71,925.00	26.00	$ 18,700.50	$ 53,224.50	$ 53,224.50
	Standard Options - Per Unit						
0600	No Package	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
0200	Adjustable 2WD Front Axle (59.1-74 In.)	1	$ -7,179.00	26.00	$ -1,866.54	$ -5,312.46	$ -5,312.46
1425	18.4R38 In. 149A8 R1W Radial (460/85R38 In. 149A8 R1W Radial)	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
4782	10.00-16 In. 10PR F2 Bias	1	$ -1,932.00	26.00	$ -502.32	$ -1,429.68	$ -1,429.68
7073	PowrQuad PLUS 16F/16R Transmission with Left Hand Power Reverser (19 mph/30 kmh)	1	$ 3,457.00	26.00	$ 898.82	$ 2,558.18	$ 2,558.18
7152	Flanged Axle, 8 Position Steel Wheels	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
7452	Vertical Exhaust with Underhood Muffler	1	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
7662	Super Comfort Seat (MSG 95) with Air Suspension, 3-In. Seat Cushion	1	$ 796.00	26.00	$ 206.96	$ 589.04	$ 589.04
	Standard Options Total		**$ -4,858.00**		**$ -1,263.08**	**$ -3,594.92**	**$ -3,594.92**
	Dealer Attachments/Non-Contract/Open Market						
	28' Diamond Boom Mower 60" Head Rear Craddle Mount	1	$ 52,950.00	0.00	$ 0.00	$ 52,950.00	$ 52,950.00
	Dealer Attachments Total		**$ 52,950.00**		**$ 0.00**	**$ 52,950.00**	**$ 52,950.00**

Selling Equipment

JOHN DEERE

Quote Id : 4682161

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC, 27513
Ph: 888-222-7239, Fax: 309-749-2313
FED ID: 36-2382580; DUNS#: 60-7690989

Code	Description	Qty	List Price	Discount %	Discount Amount	Contract Price	Extended Contract Price
Total			$ 120,017.00		$ 17,437.42	$ 102,579.58	$ 102,579.58

AI-22757 **21.B.2.**

Termination Of Contract/Award to next lowest bidder-Pct. 1 Hauling Services
CC REGULAR

Date:	09/07/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Approval to exercise the thirty (30) day written notice of termination (a provided in Article 14, Page 4 of 8 of agreement) of Contract No. C-10-009A-04-13-Javier Garza, dba, International Materials for "Hauling Services For All Road Materials" for Precinct No. 1; and

b. Approval to award to the next low bidder Universal Truckers, Inc. (with a current Contract #C-10-009-04-13) meeting all specifications/requirements for the "Hauling Services For For All Road Materials" for Precinct No. 1(this project was a multiple award-approved by CC-04/13/10).

BACKGROUND

Requesting the approval of the termination of contract pursuant to ongoing concerns that the Precinct has been enduring with the contracted vendor thus causing disruption on the work production, work stoppage and timeline completion. Please see attached memos of concern from the Precinct.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Available balance as of 9-3-10 $74,592.55.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available balance as of 9-3-10 $72,818.91.

Attachments

Link: Correspondence/Memos

Link: Previous Agenda

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 05:25 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2010 07:53 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/03/2010 09:47 AM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Vangie Garcia Started On: 08/31/2010 05:07 PM

Final Approval Date: 09/03/2010

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 26, 2010 2:37 PM
To: 'Evangelina Garcia'
Cc: 'Darlene Betancourt'; 'Oscar Garza'
Subject: FW:
Attachments: International Materials.PDF

Importance: High

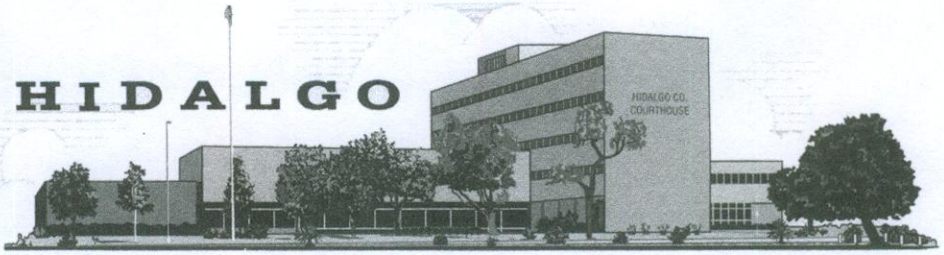
Staff:
Is this documentation sufficient to support the calling of the second awarded vendor? If so, it must be kept in contract file. Now, we also need not only to bring vendor's invoices current in payment but also meet with International on complying with Pct's requests pursuant to the contract.
Thanks,
Marty

From: Mari Gutierrez [mailto:mari.gutierrez@hidalgocountyjudge.com]
Sent: Thursday, August 26, 2010 2:32 PM
To: martha.salazar@co.hidalgo.tx.us
Subject:

Marty, attached please find a letter regarding International Materials Contractual Obligations. Let me know if you need anything else from Raul

Mari Gutierrez
Executive Assistant
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596
956-968-8733 - 956-969-1417

COUNTY of HIDALGO



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

To: Martha Salazar- County Purchasing Agent

From: Raul Lozano- Chief Administrator Precinct 1

Date: 8/26/10

Re: International Materials Contractual Obligation

Precinct 1 has started the construction phase of road construction at Mile 6 West between Highway 107 and Mile 17 ½. Our crews need adequate amounts of road material to work as efficiently as possible for the scope of work for that given day.

It is our understanding that International Materials, the contracted vendor for "Hauling Services For All Road Materials" is required to provide a sufficient number of trucks, vehicles, personnel and equipment to safely and efficiently as it pertains to the needs of our precinct.

The attached letter is a specific timeline of the conversations between our employee and Mr. Javier Garza from International Materials. In the letter, you will see that the workload International Materials has with other projects might be too overwhelming to supply our precinct with timely material delivery.

Can you please consider and possibly guide our precinct as to how we can effectively hold International Materials to their obligation, or find a secondary vendor able to handle prompt and adequate delivery of product.

THE COUNTY OF HIDALGO TEXAS

August 26, 2010

I called Mr. Javier Garza from International Material on Thursday afternoon to let him know that we needed to haul Hox Mix from Frontera Materials in Progresso the next morning (Friday) he told me that he would send several trucks in the morning to haul the hot mix. The next morning I called Mr. Garza to remind him that we needed to haul the materials so that we could start paving mile 6 north from mile 17 to mile 17 ½, he told me that he would send several trucks to haul the material, none of those trucks ever made it to the site, that day Raul Lozano called Pct. 2 and borrowed 4 truck from that Precint to help us haul the materials. I called Mr. Garza several times during the day and he did not answer the calls. I called Mr. Garza on Monday morning August 23, 2010 to let him know that we still needed to haul Hot Mix to the same location to complete the project as soon as possible, he told me that he would send 6 trucks that day after the trucks return from another project he had in Brownsville, but he only send 2 trucks, he also told me that he was going to send several bely dump trucks to haul caliche but no trucks ever made it to the yard that day. I called Mr. Garza on Tuesday August 24, 2010 to ask him if he was going to send us several trucks to haul the Hot Mix because we needed to finish the project on mile 6, again he told me that he was going to send 4 trucks for that day but he only send 2 trucks and we also talked about hauling caliche to the yard and he said that he would send several loads but we did not receive any loads that day. I called Mr. Garza on Wednesday morning to find out if he was going to be able to send several trucks to haul the Hot Mix and he told me that I had called him on a bad time, that his trucks were on another project that he had in McAllen, he did tell me that he would send three trucks to help us finish the mile 6 project but only 2 trucks showed up that day. I called Mr. Garza this morning again to find out if he could send several trucks and after a couple of hours I called him back to let him know that we no longer needed the trucks because our trucks had already hauled the materials we needed.

Oscar Gonzalez

Evangelina Garcia

From: Mari Gutierrez [mari.gutierrez@hidalgocountyjudge.com]
Sent: Tuesday, August 31, 2010 10:08 AM
To: martha.salazar@co.hidalgo.tx.us; Evangelina Garcia
Subject: Hauling of Materials

Marty, as per Roman Rodriguez, General Forman for the precinct, he contacted Mr. Javier Garza with International Materials yesterday for the purpose of hauling materials (4066 tons) to continue the project on Mile 13 North (FM 88 & Mile 6W) Mr. Garza did said he would have the trucks there by 8:00 a.m. today, and as of 9:45 a.m. this morning, the trucks have not showed up.

Mr. Rodriguez contacted Mr. Garza, and he states that he left Mr. Rodriguez a message late last night that he could not deliver the materials because he had not finished with a project with the city of Harlingen. (Roman Rodriguez' phone is on 24/7 and no message was left) Mr. Garza says that the City of Harlingen is putting him under a lot of pressure to finish the project, so he would not even be able to deliver for another project in our Pct. (Mile 19).

The work production and timeline completion have been disrupted due to Mr. Garza not delivering the materials needed and requested by the Pct. At this time we are requesting to proceed to our next vendor for Hauling of Materials.

Mari Gutierrez
Executive Assistant
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596
956-968-8733 - 956-969-1417

AI-20667 **23.C.1.**

Award-"Hauling Services for all Road Materials"
CC REGULAR

Date: 04/13/2010
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION
Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 1-Hauling Services for all Road Materials" with effective dates of April 29, 2010 -RFB No.: 2010-009-02-17-SMA.

BACKGROUND
1. Current Contract expires April 28, 2010
2. Contract Documents have been reviewed and approved as to form by legal counsel.
3. Recommended Vendors are "International Materials and Universal Truckers Inc.
4. Hauling Services for all Road Materials will be "On An As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-005-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 4-8-10 $22,470.65.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available balance as of 4-8-10 $103,078.94.

Attachments

Link: Participation Sheet
Link: Tabulation Sheet
Link: Memo-Recommendation
Link: Universal Truckers-Contract
Link: International Materials-Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:23 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:15 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/08/2010 01:59 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sandra Montalvo Started On: 04/06/2010 03:58 PM

Final Approval Date: 04/09/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-009A-04-13

THIS CONTRACT is made and entered into this **13th** Day of **April, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Javier Garza dba International Materials** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For All Road Materials** for **Precinct No.1"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

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

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

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

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 29, 2010** and ending on **April 28, 2011.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected 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	**Javier Garza dba International Materials** **604 E. Fairview Drive** **Mission, Texas 78574**

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. 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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

written notice by County.

16. 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.

17. 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 20 day of April, 2010.

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: INTERNATIONAL MATERIALS LLC

By: _____

Printed Name: JAVIER GARZA

Title: PRESIDENT

APPROVED BY COMMISSIONES COURT: 4-13-10

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

By: _____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Hauling Services for All Road Materials"
BID No. 2010-009-02-17-SMA
SPECIFICATIONS/REQUIREMENTS

SPECIFICATIONS/REQUIREMENTS/TERMS & CONDITIONS

It is intended that all hauling of road materials will be within Hidalgo County Precinct No. 1 - and will be awarded on a per ton basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1) Road materials (i.e. crushed caliche, sand, gravel, hot mix and cold mix) will be hauled from vendor pits that are currently holding the contract for material bids. Vendor(s) stated are presently on Contract for the materials; however, vendors may change due to contract expiration during the term of this bid. Awarded vendor(s) will be advised.

   Location of current pits and plants are as follows:

   - **Cold Laid** - Frontera Materials (La Joya Plant)
   - **Type D Hot Mix- Gravel** (Frontera Materials Progreso Plant)
   - **Type D Hot Mix - Limestone** (Frontera Materials Progreso Plant)
   - **Crushed Caliche** – Martin Marietta-(2 miles S. of Intersection FM 1017 & FM 3250 on 3250 Jericho Pitt-Linn, Tx.

2) Hidalgo County reserves the right to award the low bid on a per ton/per mile radius basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

3) **Bid price for the services must be per ton basis, per mile radius on an "As Needed Basis".**

4) Hidalgo County is requesting the minimum of **Five (5) vendor owned hauling trucks** (proof of ownership (title) shall be furnished along with your bid) to be available on an as needed basis with a minimum of twenty-two tons (22) per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit-"E".

5) Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

6) The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits pertaining to this project. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department with bid.

7) The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

8) Contractual agreement is not exclusive, as Precinct No. 1 may use own hauling vehicles when necessary.

9) 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 (30) day's written notice prior to cancellation.

10) After bid is awarded and lowest bidder(s) default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

11) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

12) Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an **"As Needed Basis".**

13) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

14) 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 advantageous to the County.

15) **Market Volatility and Unit Price Adjustments**:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate 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 costs 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 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.

16) **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, Attn: Sandra Montalvo, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 10, 2010 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, February 12, 2010 BY 5:00 P.M.**

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$	%	$
		11-20 miles	$	%	$
		21-30 miles	$	%	$
		31-40 miles	$	%	$
		41-50 miles	$	%	$
		51-60 miles	$	%	$
		61-70 miles	$	%	$
		71-100 miles	$	%	$

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART II.

Bid Price Adjustment By Hidalgo County Precinct No. 1

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 1 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for February 12, 2010. For each 10% (increase or decrease) in the current OPIS Index of February 12, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 1 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 1 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index issued on the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Vendor Date

_____

Print Name of Vendor

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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	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 AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

(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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO. 2010-009-02-17-SMA

PART I

Award will be based on the lowest bid per ton per mile radius meeting all required specifications.

Location of Plant		Radius	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost:
COLD MIX- *(FRONTERA MATERIALS)*	LA JOYA PLANT	01-10 miles	$ 3.60	28 %	$ 2.60
		11-20 miles	$ 4.40	28 %	$ 2.60
		21-30 miles	$ 5.60	28 %	$ 2.60
		31-40 miles	$ 6.60	28 %	$ 2.60
		41-50 miles	$ 7.50	28 %	$ 2.60
		51-60 miles	$ 8.50	28 %	$ 2.60
		61-70 miles	$ 9.60	28 %	$ 2.60
		71-100 miles	$ 11.20	28 %	$ 2.60
(FRONTERA MATERIALS) Type D -Hot Mix-Gravel Type D- Hot Mix-Limestone	PROGRESO PLANT	01-10 miles	$ 3.80	28 %	$ 2.60
		11-20 miles	$ 4.50	28 %	$ 2.60
		21-30 miles	$ 5.80	28 %	$ 2.60
		31-40 miles	$ 6.40	28 %	$ 2.60
		41-50 miles	$ 7.40	28 %	$ 2.60
		51-60 miles	$ 8.80	28 %	$ 2.60
		61-70 miles	$ 10.00	28 %	$ 2.60
		71-100 miles	$ 11.40	28 %	$ 2.60
(MARTIN MARIETTA) Crushed Caliche-	2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx	01-10 miles	$ 2.30	25 %	$ 2.60
		11-20 miles	$ 3.50	25 %	$ 2.60
		21-30 miles	$ 4.50	25 %	$ 2.60
		31-40 miles	$ 5.40	25 %	$ 2.60
		41-50 miles	$ 7.00	25 %	$ 2.60
		51-60 miles	$ 8.00	25 %	$ 2.60
		61-70 miles	$ 9.60	25 %	$ 2.60
		71-100 miles	$ 11.00	25 %	$ 2.60

OPENED
9:49 am
2-17-2010
Witnessed

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"

Awarded Items To:

INTERNATIONAL MATERIALS, LLC.

Location of Plant		Radius	Total Cost Per Ton
COLD MIX *(Frontera Materials)*	**LA JOYA PLANT**	01-10 miles	$3.60
		11-20 miles	$4.40
TYPE D -HOT MIX *(Frontera Materials)*	**PROGRESO PLANT**	01-10 miles	$3.80
		11-20 miles	$4.50
		21-30 miles	$5.80
		31-40 miles	$6.90
		41-50 miles	$7.90
		51-60 miles	$8.80
CRUSHED CALICHE (Martin Marietta)	**2 miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pit Linn, Tx**	01-10 miles	$2.30
		11-20 miles	$3.50
		21-30 miles	$4.50
		31-40 miles	$5.40

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2010

PRODUCER
XPRESS INSURANCE AGENCY
3608 Buddy Owens Blvd Ste C
McAllen, TX 78504
(956) 686-2400

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
GARZA, JAVIER
DBA: INTERNATIONAL MATERIALS
604 E FAIRVIEW DR
MISSION, TX 78574

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: TEXAS GENERAL AGENCY	
INSURER B: McClelland and Hine	
INSURER C: McClelland and Hine	
INSURER D: TEXAS MUTUAL INS	
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	
B	1	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC	L086023296	08/28/09	08/28/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ 5,000 $ 1,000,000 $ 2,000,000 $ INCLUDED
A	1	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	STC579499	05/23/09	05/23/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	274011	07/30/09	07/30/10	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under SPECIAL PROVISIONS below	WC877-74-14	07/31/09	07/31/10	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

1999 KENWORTH 1XKTD69X- 1997 KENWORTH 1XKAD29X- 1993 FREIGHTLINER 1FUYDSE
1999 PETERBILT 1XP5DR9- 1993 FREIGHT 1FUYDSE- 1996 FREIGHT 1FUYDSE
1995 KENWORTH 1XKADRX- 1999 FREIGHT 1FUYDSEB2- 1998 1XKTD29X6W

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPARTMENT
100 N CLOSNER BLVD
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR ALL ROAD MATERIALS"
BID NO.: 2010-009-02-17-SMA

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided. INTERNATIONAL MATERIALS LLC

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
93	98 KENWORTH	1XKTD29X6WJ764994	2CA711	24	INTERNATIONAL MATERIALS
94	99 KENWORTH	781204	2CD560	24	
95	97 KENWORTH	729059	2CD561	26	
96	93 FRHT.	469954	2CD559	26	
97	97 FORD	VY06863	55VP57	18	JAVIER GARZA
98	99 PETERBILT	458392	2CD562	26	
99	93 FRHT	416534	2CD563	26	
100	96 FRHT	566872	2CD564	26	
101	99 Volvo	743287	2RF650	26	
335	95 KW.	668429	2CD565	26	

AI-20667 **23.C.1.**

Award-"Hauling Services for all Road Materials"

CC REGULAR

Date: 04/13/2010
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: Hidalgo County Precinct No. 1-Hauling Services for all Road Materials" with effective dates of April 29, 2010 -RFB No.: 2010-009-02-17-SMA.

BACKGROUND

1. Current Contract expires April 28, 2010
2. Contract Documents have been reviewed and approved as to form by legal counsel.
3. Recommended Vendors are "International Materials and Universal Truckers Inc.
4. Hauling Services for all Road Materials will be "On An As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-005-0-346
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 4-8-10 $22,470.65.

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available balance as of 4-8-10 $103,078.94.

Attachments

Link: Participation Sheet
Link: Tabulation Sheet
Link: Memo-Recommendation
Link: Universal Truckers-Contract
Link: International Materials-Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2010 11:23 AM	APRV
2	Budget & Management	Erika Zamora	04/08/2010 01:15 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/08/2010 01:59 PM	APRV
4	Auditor's Office		04/09/2010 04:47 PM	NEW

Form Started By: Sandra Montalvo Started On: 04/06/2010 03:58 PM

Final Approval Date: 04/09/2010

AI-22814 **21.C.1.**

Rescind ICAs of 6/01 & 08/03/2010 & Approve Several New ICAs
CC REGULAR

Date:	09/07/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Discussion, consideration and action including, but not limited to, the following items in connection with Interlocal Cooperation Agreements for Cesar Chavez Drainage, Minnesota Drain and El Gato Road Improvement Projects:
a. Approval of "Order to Rescind Action" taken by CC-6/01/2010 #22/B/1/AI-21391 an Interlocal Cooperation Agreement between Hidalgo County and PSJA ISD;
b. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - Sioux, Alamo and Cesar Chavez Roads for a drainage improvement Project;
c. Approval of Interlocal Cooperation Agreement between Hidalgo County, PSJA ISD and City of Alamo for Cesar Chavez Drainage Improvement Project located in the vicinity of Sioux, Alamo and Cesar Chavez Roads;
d. Approval to rescind action taken by CC-8/03/2010 #24/B/5/AI-22294 an Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with the Minnesota Drainage Improvement Project;
e. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez of the east, aka, Minnesota Drainage Improvement Project;
f. Approval of Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with Minnesota Road Improvement Project;
g. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - El Gato Road from Tower to Alamo Roads Improvements;
h. Approval of Interlocal Cooperation Agreement between Hidalgo County, City of Alamo, and PSJA ISD in connection with road improvements to El Gato Road from Tower to Alamo Road.

BACKGROUND

El Gato Road ICA will be ready by Tuesday.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-733

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

BUDGETARY IMPACT:

Cesar Chavez Drainage Improvement Project: Available balance is $273,578.59 (as of 9/3/10)

PO #643847 for Leal Construction has an open amount of $154,917.41
AI-22811 9/07/2010 (CO2010A&B Pct2 (1342) Funds)

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-122-058-0-711 & 733

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

BUDGETARY IMPACT:

Minnesota Drain Improvement Project is pending funding transfer AI-22811 for (CO2010A&B Pct.2 Funding) into object codes 711 & 733 in the amounts of $411,129.46 and 131,129.45 (respectively).

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-051-0-841

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

BUDGETARY IMPACT:

El Gato Road Improvement Project has funding available in the amount of $400,000.00 as of 09/03/2010.

Attachments

Link: Order to Rescind
Link: Agreement Project-Exhibit "C"
Link: Cesar Chavez-Probable Construction Cost
Link: Interlocal Cooperation Agreement
Link: Agreement Project-Exhibit "C"
Link: Minnesota-Project Cost Estimate
Link: El Gato-Agreement Project-Exhibit "B"
Link: ICA
Link: map
Link: Pct. 2 Cost Estimate - In House Workforce El Gato
Link: Interlocal Cooperation Agreement for El Gato Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Monica Badillo	09/03/2010 11:40 AM	APRV
2	Dale Kennan	Dale Kennan	09/03/2010 02:46 PM	APRV
3	Martha Salazar		09/03/2010 03:20 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/02/2010 05:58 PM

Final Approval Date: 09/03/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER TO RESCIND ACTION AND APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT PERTAINING TO THE CESAR CHAVEZ DRAIN PROJECT

WHEREAS, Hidalgo County Commissioners Court took action and approved an Interlocal Cooperation Agreement on June 1, 2010 between Hidalgo County and Pharr San Juan Alamo Independent School District (the "District") pertaining to a drainage improvement project in the vicinity of Sioux Road, Cesar Chavez Road and North Alamo Road (the "Agreement"). However, the Agreement was never executed by the County Judge nor was the Agreement approved or accepted by the District;

WHEREAS, due to more detailed planning of the drainage needs, the project scope has been expanded and a new party, being the City of Alamo, Texas, now desires to join the Agreement in order to complete related work pertaining to the project within its city limits;

WHEREAS, the County now desires to rescind approval and action taken for the Agreement.

THEREFORE, BE IT NOW ORDERED BY THE HIDALGO COUNTY COMMISSIONERS COURT that the Agreement executed on June 1, 2010 pertaining to the Cesar Chavez Drain Project be rescinded in its entirety.

_____
RENE RAMIREZ, County Judge

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk



EXHIBIT "C"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct drainage improvements located in the vicinity of Sioux Road, Alamo Road and Cesar Chavez Road (the "Project") through an Interlocal Cooperation Agreement to be entered into between Hidalgo County, Pharr San-Juan Alamo Independent School District and the City of Alamo.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

COMMISSIONER HECTOR "TITO" PALACIOS

Hidalgo County Precinct No. 2

Project: Cesar Chavez Drain Drainage Improvements

Location: Area encompassed by 1/4 mile North of Sioux Road to the North, Cesar Chavez Road to the East 1/4 mile South of Sioux Road to the South and 1/4 mile East of Alamo Road to the East

Date: March 1, 2010

Estimator: Raul E. Sesin, PE, CFM

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Item	Description	Unit	Quantity	Unit Cost	Total
	DRAINAGE IMPROVEMENTS County of Hidalgo Phase I				
1.	18" RJ-RCP CL III	LF	113	$ 20.00	$ 2,260.00
2.	24" RJ-RCP CL III	LF	870	$ 26.00	$ 22,620.00
3.	36" RJ-RCP CL III	LF	1,291	$ 55.00	$ 71,005.00
4.	42" RJ-RCP CL III	LF	452	$ 70.00	$ 31,640.00
5.	72" RJ-RCP CL III	LF	1,737	$ 180.00	$ 312,660.00
6.	TRENCH PROTECTION	LF	4,463	$ 2.00	$ 8,926.00
7.	TYPE "CC" INLET (5.5 ft)	EA	1	$ 3,700.00	$ 3,700.00
8.	TYPE "CC" INLET (6.0 ft)	EA	4	$ 3,750.00	$ 15,000.00
9.	TYPE "CC" INLET (6.5 ft)	EA	2	$ 3,800.00	$ 7,600.00
10.	72" FIBERGLASS MANHOLE (7 FT)	EA	2	$ 3,600.00	$ 7,200.00
11.	TYPE M MANHOLE	EA	2	$ 5,500.00	$ 11,000.00
12.	6" CONCRETE RIP-RAP	SY	410	$ 45.00	$ 18,450.00
13.	ENDWALL FOR 42" PIPE	EA	1	$ 2,800.00	$ 2,800.00
14.	ENDWALL FOR 72" PIPE	EA	1	$ 4,200.00	$ 4,200.00
15.	12" GRAVEL BEDDING	CY	450	$ 30.00	$ 13,510.00
16.	DITCH EXCAVATION	CY	91,401	$ 2.00	$ 182,802.22
17.	DIRT HAULING	CY	91,401	$ 4.50	$ 411,305.00
				SUB-TOTAL	**$ 1,126,678.22**

Item	Description	Unit	Quantity	Unit Cost	Total
	ALAMO ROAD CROSSING				
1.	5' x 4' RCP BOX	LF	127	$ 135.00	$ 17,145.00
2.	5' x 8' JUNCTION BOX	EA	2	$ 4,500.00	$ 9,000.00
3.	TRAFFIC CONTROL	LS	1	$ 15,000.00	$ 15,000.00
4.	12" GRAVEL BEDDING	CY	28	$ 30.00	$ 846.67
5.	SAND BACKFILL (ALAMO ROAD)	CY	155	$ 30.00	$ 4,656.67
6.	PAVEMENT REPAIR (ALAMO ROAD)	SY	333	$ 30.00	$ 10,000.00
7.	TRENCH PROTECTION	LF	127	$ 4.00	$ 508.00
				SUB-TOTAL	**$ 57,156.33**
	PSJA Property East of Alamo Road				
1.	72" RCP-CL III (Labor Only)	LF	1,000	$ 55.00	$ 55,000.00
2.	TYPE M MANHOLE (Material & Labor)	EA	2	$ 4,500.00	$ 9,000.00
3.	GRAVEL BEDDING (Material Only)	CY	111	$ 30.00	$ 3,330.00
4.	TRENCH PROTECTION (Material & Labor)	LF	650	$ 4.00	$ 2,600.00
5.	BACKFILL EXISTING DITCH (Mat. & Labor)	CY	3,496	$ 4.00	$ 13,984.00
					$ 83,914.00
	DRAINAGE IMPROVEMENTS County of Hidalgo Phase II				
1.	18" RJ-RCP CL III	LF	30	$ 20.00	$ 600.00
2.	24" RJ-RCP CL III	LF	436	$ 30.00	$ 13,080.00
3.	30" RJ-RCP CL III	LF	1,164	$ 40.00	$ 46,560.00
4.	60" FIBERGLASS MANHOLE (7 FT)	EA	1	$ 3,200.00	$ 3,200.00
5.	TYPE "CC" INLET (5.5 ft)	EA	4	$ 3,500.00	$ 14,000.00
6.	ENDWALL FOR 30" PIPE	EA	1	$ 2,800.00	$ 2,800.00
				SUB-TOTAL	**$ 80,240.00**

DRAINAGE IMPROVEMENTS County of Hidalgo Phase I	**$ 1,126,678.22**
ALAMO ROAD CROSSING	**$ 57,156.33**
PSJA Property East of Alamo Road	**$ 83,914.00**
DRAINAGE IMPROVEMENTS County of Hidalgo Phase II	**$ 80,240.00**
SUB-TOTAL	**$ 1,347,988.55**
TOTAL FOR CESAR CHAVEZ DRAIN DRAINAGE IMPROVEMENTS	**$ 1,347,988.55**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN, TEXAS, HIDLAGO COUNTY, TEXAS
AND HIDLAGO COUNTY DRAINAGE DISTRICT NO. 1

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan", the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" and **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,** hereinafter referred to as the "Drainage District," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, Drainage District is a political subdivision in the State of Texas;

WHEREAS, the parties desire to make drainage improvements to an area encompassed by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez Road on the east as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial jurisdictions;

WHEREAS, the drainage improvements to the area shall include, but not be limited to, construction of a storm sewer pipe, inlets, manholes, safety end treatments and construction of an open channel drainage ditch, concrete riprap, culverts and headwalls and the necessary engineering (collectively the "Drainage Improvements");

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to make the Drainage Improvements described herein within its corporate city limits.

2. County shall be responsible for the engineering, specifications, surveys, plans and maps necessary to construct the Drainage Improvements.

3. The County shall also be responsible for the acquisition of right of way and/or easement as may be necessary for the Drainage Improvements, including but not limited to, the actual cost for payment to persons owning or having an interest in the property acquired, engineering fees and costs associated with right of way mapping, title reports, appraisal fees, fees for experts, attorneys fees and court costs. All right of way and/or easement required for the open channel drainage ditch shall be in acquired in the name of the County and all right of way and/or easement required for the storm sewer pipe shall be acquired in the name of San Juan.

4. The County shall also be responsible for constructing the Drainage Improvements described herein, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors.

5. The County's costs for the work and services described in paragraphs 2, 3, and 4 above shall not exceed One Million Forty-Two Thousand Two Hundred Fifty Eight Dollars and 91/100th ($1,042,258.91) as is more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes.

6. San Juan agrees to reimburse the County an amount not to exceed Six Hundred Thousand Dollars and No/100ths ($600,000.00) of TDRA Disaster Recovery funds for the Drainage Improvements within thirty (30) days of receipt of invoice from County by San Juan.

7. San Juan shall be responsible for the maintenance and operation of the storm sewer pipe or any portion thereof so long as such storm sewer pipe remains within the city limits of San Juan.

8. County, through the services of the Drainage District, shall be responsible for the maintenance and operation of the open channel drainage ditch.

9. The Drainage District has determined it is in its best interest to participate in this Agreement and to maintain and operate the open channel drainage ditch as it adjoins/ is part of the Drainage District's master plan and will benefit the operations of the Drainage District.

10. San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Drainage Improvements.

11. County shall cooperate with the City of San Juan in the development of the plans and specifications for the Drainage Improvements. However, all design, plans, specifications and construction for the open channel drainage ditch shall at a minimum, be designed at a level acceptable to the Drainage District.

12. San Juan shall be invited to attend all project meetings and shall be provided reasonable notice of such meetings held by the County or Drainage District or by the County's contractors pertaining to the Drainage Improvements.

13. The parties shall use their best efforts to complete the Drainage Improvements within two (2) years from the effective date of this Agreement.

14. The parties agree it is in their best interest to make the Drainage Improvements as described herein because the Drainage Improvements will serve to alleviate flooding and water overflow that occurs within their respective jurisdictions.

15. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

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

17. **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.

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

19. **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.

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

If to San Juan:	City of San Juan Attention: Mayor Pedro Contreras 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County Attention: Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Drainage District:	Hidalgo County Drainage District No. 1 Mr. Godfrey Garza 902 N. Doolittle Edinburg, TX 78541
With copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios 301 East State Pharr, Texas 78577

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

21. **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.

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

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

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

25. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

27. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

28. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

29. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

30. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

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

CITY OF SAN JUAN, TEXAS

_____
Pedro Contreras, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

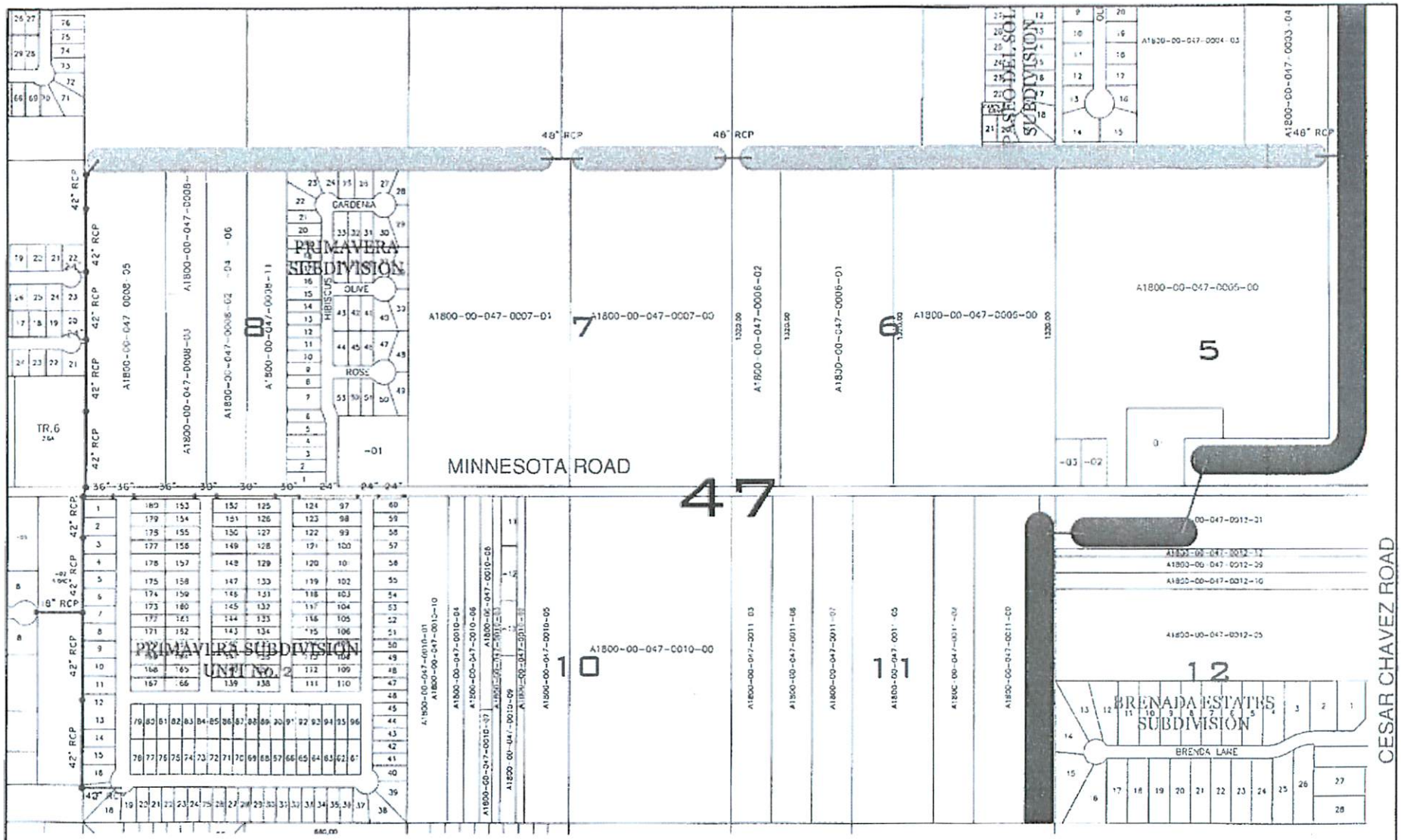
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____
Godfrey Garza, Executive Director

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain



CITY OF SAN JUAN DRAINAGE IMPROVEMENTS

EXISTING DITCH

PROPOSED DITCH

PROPOSED DRAIN LINE

R. Gutierrez Engineering Corporation

Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956 782-2567 • (FAX) 956 702-2558

EXHIBIT

tabbies

A

EXHIBIT "C"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to construct drainage improvements located in the vicinity of Raul Longoria Road on the west, Nolana Loop on the south, Owassa road on the north and Cesar Chavez on the east (the "Project") through an Interlocal Cooperation Agreement to be entered into between Hidalgo County, City of San Juan and Hidalgo County Drainage District No. 1.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

R. Gutierrez
Engineering Corporation

HIDALGO CO. PCT 2

9/2/2010

MINNESOTA DRAIN
ULTIMATE DESIGN

PROJECT COST ESTIMATE

ITEM DESCRIPTION	COST	
MINNESOTA DRAIN		
LENGTH OF PROJECT = 1.25 MILES		
PROJECT ESTIMATED CONSTRUCTION COST		**$732,542.00**
BASIC SERVICES FEE		
Engineering Services Fee (8% of Construction Cost)	$58,603.36	
Topographic Survey Services Fee (2.5% of Construction Cost)	$18,313.55	
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$76,916.91**	
RIGHT-OF-WAY SERVICES COST (Add'l Service):		
Obtain Title Reports (Est 16 Parcels @ $600.00/Parcel)	$9,600.00	
Develop Parcels & R.O.W. Map (Est 16 Parcels @ $2,200.00/Parcel)	$35,200.00	
R.O.W. Map Services Fee	**$44,800.00**	
GEOTECHNICAL INVESTIGATION (Add'l Services)		
Geotechnical Services	$8,000.00	
Geotechnical Investigations Services Fee	**$8,000.00**	
TOTAL PROJECT PROFESSIONAL SERVICES COST		**$129,716.91**

TOTAL PROJECT ESTIMATED COST		
ESTIMATED CONSTRUCTION COST	**$732,542.00**	
PROFESSIONAL SERVICES COST	**$129,716.91**	
R.O.W. ACQUISITION COST (Est. 9 Ac @ $20,000/Ac)	**$180,000.00**	
EASEMENT ACQUISITION COST (Est. 50,000 SF @ $2.00/SF)	**$100,000.00**	
TOTAL PROJECT COST		**$1,142,258.91**

EXHIBIT "B"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to make road improvements to El Gato Road from Tower Road to Alamo Road (the "Project") through an Interlocal Cooperation Agreement to be entered into with **CITY OF ALAMO, TEXAS, COUNTY OF HIDALGO, TEXAS,** and the Pharr San Juan Alamo Independent School District.

By vote on_____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT
THE CITY OF ALAMO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **CITY OF ALAMO** hereinafter referred to as "Alamo" the **PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo is a home rule municipally located in Hidalgo County, Texas;

WHEREAS, District is a local school district created by the laws of Texas;

WHEREAS, County is a political subdivision the State of Texas;

WHEREAS, County, Alamo and the District desire to make drainage improvements to an area encompassed by ¼ mile north of Sioux Road to the North, Cesar Chavez Road to the West, Sioux Road to the South and ¼ mile east of Alamo Road to the East, as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, County, Alamo and the District, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in the area in order to alleviate the existing flood problems within their respective territorial jurisdiction;

WHEREAS, the drainage improvements to the area will require engineering services and shall include, but not be limited to, Installation of 72" drainage line, 5x4 reinforced concrete box, manholes, end wall, and concrete rip-rap (collectively the "Project");

WHEREAS, the parties recognize that the first step in making the desired improvements to the Project is the acquisition of sufficient right of way and the parties have agreed to cooperate in acquiring such right of way as herein described;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District agrees to convey certain real property, more particularly described in Exhibit “”A to Drainage Easement” to County by execution of the drainage easement attached hereto as Exhibit “B” for the purpose of constructing the Project described herein

2. County will retain a competent engineering firm and/or in house engineer to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvement and appraisers and review appraisals, as necessary.

3. County shall be responsible for performing all the work necessary to complete the Project within the County and Alamo, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Million Three Hundred Forty Seven Thousand Nine Hundred and Eighty Eight Dollars and 55/100th ($1,347,988.55).

4. District shall be responsible for providing 1,000 linear feet of 72” RCP – RJIII Pipe for the project and shall reimburse County upon thirty (30) days of receipt of invoice from County, an amount estimated to be Eighty Three Thousand Nine Hundred and Fourteen Dollars and No/100ths ($83,914.00) for the materials and labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, gravel bedding, trench protection, backfill and manholes.

5. While no unforeseen costs are anticipated, the District shall be responsible for any miscellaneous costs associated with the Project that may arise during the construction which cannot otherwise be avoided.

6. Alamo authorizes the County to perform the work and services described herein within its city limits.

7. Alamo shall have no financial obligation to the project.

8. Alamo, at its sole cost and expense, shall be responsible for making any utility adjustments within its jurisdiction that may be necessary to complete the project as described herein.

9. The Parties mutually agree it is in their best interest to provide such assistance to each other as described herein, as such improvements will serve to alleviate flooding and water overflow that occurs in the vicinity of the Project area.

10. Upon completion of the Project, all parties shall be relieved of their mutual responsibilities under this agreement and each shall assume responsibility for the operation and maintenance of any portion of the Project within its respective jurisdiction so long as such portion of the Project remain within its jurisdiction.

11. **Hold Harmless Clause.** To the extent permitted by law the parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.

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

13. **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.

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

15. **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.

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

If to Alamo:	City of Alamo, Texas Attention: Mayor Rudy Villarreal 430 N. Tower Road Alamo, Texas 78516
If to District:	PSJA ISD. Attention: Dr. Daniel P. King 601 East Kelly Pharr, Texas 78577
If to County:	Hidalgo County Attention: Rene Ramirez, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct Number 2 Hector “Tito” Palacios 301 East State Pharr, Texas 78577

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

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

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

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

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

19. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

20. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or

government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

24. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit “C” attached herein.

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

CITY OF ALAMO, TEXAS

_____

Rudy Villarreal, Mayor

ATTEST:

_____

City Secretary

P-SJ-A Independent School District

_____

Ms. Ramona Barron

PSJA ISD Board President

ATTEST:

_____
Mr. Humberto “Bobby” Rodriguez
Secretary-Treasure

COUNTY OF HIDALGO

_____
Rene Ramirez, County Judge

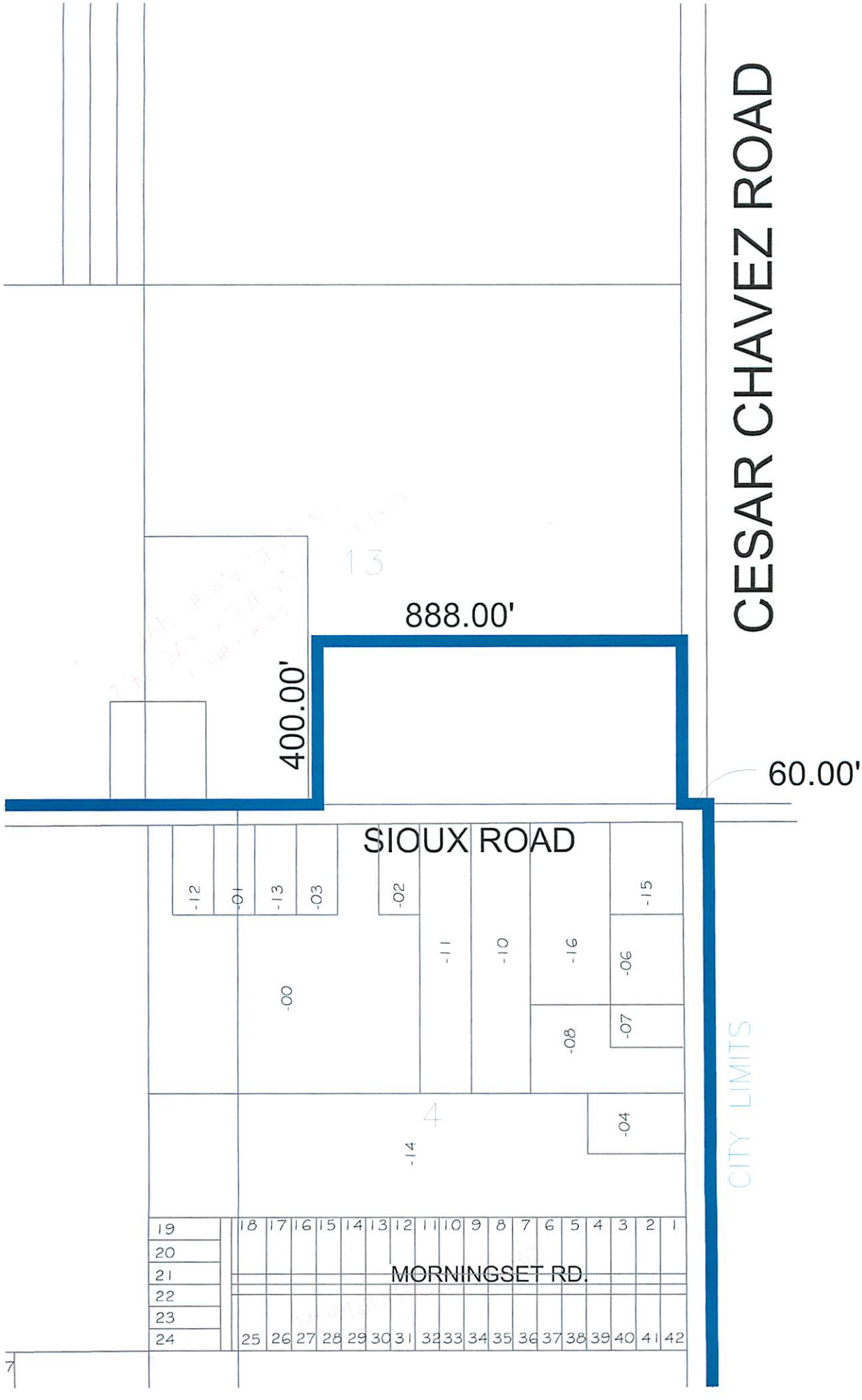
ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain


CESAR CHAVEZ ROAD
888.00'
400.00'
60.00'
SIOUX ROAD
-12
-01
-13
-03
-02
-11
-10
-16
-15
-06
-00
-08
-07
-04
-14
CITY LIMITS
19
20
21
22
23
24
18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1
MORNINGSET RD.
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42

R. Gutierrez Engineering Corporation

Statement of Probable Cost

Description: Plan Estimate - Combined Estimate
Project: EL GATO ROAD - (From: ALAMO ROAD To: TOWER ROAD)
By: RG
Date: 08/18/10

ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
QUANTITIES TO BE CONSTRUCTED BY COUNTY						
100		Prep. ROW	STA	38.99	$0.00	$0.00
110		Excavation (Roadway)	CY	18638.00	$0.00	$0.00
132		Embankment	CY	288.00	$0.00	$0.00
164		Cell Fbr Mlch Seed (Perm)(Rural)(Clay)	SY	12428.00	$0.45	$5,592.60
164		Cell Fbr Mlch Seed (Temp)(Warm)	SY	12428.00	$0.45	$5,592.60
168		Vegetative Watering	MG	386.00	$1.65	$636.90
247		Fl Bs (Rdwy Del)(Ty E Gr 4)(Final Pos)	CY	5534.19	$2.90	$16,049.14
310		Asphalt Emulsion Prime	GAL	4266.00	$7.00	$29,862.00
341		D-GR HMA (Method) (Ty-D) (2-Inch)	TON	3649.00	$45.40	$165,664.60
400		Cut & Restore Pavement	SY	155.40	$70.00	$10,878.00
464		RC Pipe (Sewer)(CL III)(18 IN)(SPL)	LF	551.00	$10.80	$5,950.80
464		RC Pipe (Sewer)(CL III)(24 IN)(SPL)	LF	1084.00	$16.32	$17,690.88
464		RC Pipe (Sewer)(CL III)(30 IN)(SPL)	LF	454.00	$27.29	$12,389.66
465		Manhole (TY) "A"	EA	10.00	$877.95	$8,779.50
465		Manhole (TY) "M"	EA	6.00	$2,950.00	$17,700.00
465		Inlet (TY) "F"	EA	24.00	$2,448.00	$58,752.00
465		Inlet (TY) "A"	EA	6.00	$1,143.20	$6,859.20
465		Inlet Ext.	EA	24.00	$450.00	$10,800.00
502		Barricades, Signs and Traffic Handling	MO	6.00	$0.00	$0.00
506		Temporary Sediment Control Fence	LF	864.00	$2.60	$2,246.40
530		Driveways (ACP)	SY	667.80	$9.00	$6,010.20
560		Mailbox Install (Single)	EA	7.00	$29.72	$208.04
644		Install Small Signs	EA	10.00	$300.00	$3,000.00
					SUB-TOTAL (CONSTRUCTED BY COUNTY)	$384,662.52

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ALAMO, TEXAS,
PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT
AND HIDALGO COUNTY, TEXAS

THIS Agreement is made on this the__ day of _____, 2010, by and between the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," and the Pharr San Juan Alamo Independent School District, hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, District is a school district created under the laws of Texas;

WHEREAS, the parties, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, County, Alamo and District desire to make road improvements to El Gato Road from Tower Road to Alamo Road (F.M. 907) as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the Project shall include, but is not be limited to, engineering (including specifications, plans and maps), curb and gutter, concrete paving, a storm sewer drain pipe, utility adjustments, right-of-way acquisition and construction of temporary alternate traffic routes during construction (the "Project");

Whereas, the parties agree that each will mutually benefit from the construction of the Project by the alleviation of traffic congestion and providing more efficient drainage to the area;

WHEREAS, the Project's total cost is estimated to be One Million Eighty Thousand and Five Dollars and 15/100ths ($1,080,005.15);

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the

Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County shall be responsible for performing the work necessary to complete the Project including engineering (specifications, plans and maps), curb and gutter, concrete paving, installation of a storm sewer pipe, utility adjustments, right of way acquisition for the Project, and the construction of temporary alternate traffic routes.

2. The County shall acquire right of way on behalf of Alamo for those parcels necessary to complete the Project that are within its city limits All right of way located within the County will be acquired in the County's name.

3. District shall grant an easement to Alamo for the placement of the storm sewer pipe. Said storm sewer pipe will be provide a benefit to County and as such, County shall maintain the pipe which will drain into the County's drainage system located to the north of El Gato Road.

4. County shall be responsible for performing all of the work to complete the Project as described herein, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Million Eighty Thousand and Five Dollars and 15/100ths ($1,080,005.15).

5. District shall reimburse County an amount not to exceed Sixty Six Thousand One Hundred and Twenty Dollars and 90/100ths ($66,120.90) toward the cost of the Project within thirty (30) days of receipt of invoice from County.

6. Alamo shall reimburse County an amount not to exceed Two Hundred Thousand Dollars and No/100ths ($200,000.00) toward the cost of the Project within thirty (30) days of receipt of invoice from County.

7. All engineering specifications, plans and maps shall be made at a minimum, to the standards required by Hidalgo County.

8. Alamo, pursuant to Texas Transportation Code Section 251.012, authorizes the County to perform the work described herein within its city limits.

9. Following completion of the work described herein, the parties agree that each shall be responsible for the operation and maintenance of the Project components located within its respective jurisdiction so long as such portion of the Project

remains within its jurisdiction except that the County shall also be responsible for maintenance and operation of the storm sewer pipe as described herein.

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

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

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

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

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

If to Alamo:	City of Alamo, Texas Attention: Mayor Rudy Villarreal 420 N. Tower Road Alamo, Texas 78516
If to County:	Hidalgo County, Texas Attention: Rene Ramirez, County Judge

P.O. Box 758
Edinburg, Texas 78540-0758

If to the District: PSJA Independent School District
Attention: Dr. Daniel P. King
601 E. Kelly Drive
Pharr, TX 78577

With copy to: Hector Palacios
Commissioner, Precinct No. 2
301 E. State Street
Pharr, Texas 78577

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

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

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

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

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

19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

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

21. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

23. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit “B” attached herein.

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

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, Secretary

PSJA INDEPENDENT SCHOOL DISTRICT

_____
Ms. Ramona Barron
PSJA ISD Board President

ATTEST:

_____

Mr. Humberto “Bobby” Rodriguez
Secretary-Treasurer

HIDALGO COUNTY, TEXAS

By: _____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-22789 **21.D.1.**

Health and Human Services Clinics Renovations -Request for Payment McAllen Clinic -CAS

CC REGULAR

Date:	09/07/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Health & Human Services Dept.

Information

CAPTION

Approval of Request for Payment for Invoice No. 0909306 (McAllen Clinic Renovation) in the amount of $91,214.12 submitted by CAS Companies, L.P., contractor for Hidalgo County Health and Human Services "Renovation of Clinics" (Purchase Order No. 617913, Project No. 2008-221A-MSS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-441-00-340-023-0-452

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

BUDGETARY IMPACT:

PO# 617913 available balance as of 9-3-10 $96,090.70.

Attachments

Link: CAS Invoice

Link: Mc Allen Clinic PO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 11:09 AM	APRV
2	Budget & Management	Erika Zamora	09/02/2010 11:38 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/03/2010 09:45 AM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Moises Salazar Started On: 09/01/2010 04:22 PM

Final Approval Date: 09/03/2010

Invoice

Date	Invoice #
10/6/2009	0909306

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
617913	Net 30	11/5/2009	2009-093-06	McAllen Clini

Quantity	Description	Price Each	Amount
1	Renovations to McAllen Clinic	96,090.70	96,090.70
1	Allowance (per Architect on 6/3); allowance of $3K to be removed	0.00	0.00
1	Credit: Did not install VCT in Rooms 101 and 138	-4,876.58	-4,876.58
	It's been a pleasure working with you!	**Total**	$91,214.12

CAS Companies, LP
111 Brand Lane
Stafford, TX 77477

Purchase Order

COUNTY OF HIDALGO

PO#: 617913

DATE: 02/19/09

VENDOR: 347647 REQ:00149504
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477

BUYER: JESCALANTE
SHIP TO: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: HEALTH DEPARTMENT

Special Instructions:

Contract No:

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		RENOVATION FOR MCALLEN CLINIC LOCATION: 300 E. HACKBERRY, MCALLEN, TX TO INCLUDE: REPLACEMENT OF THE VINYL TILE AND VINLY BASE IN THE EXISTING LOBBY AND RECEPTIONIST AREAS REPLACEMENT OF APPROXIMATELY NON-ADA COMPLIANT DOOR LOCK SETS MODIFICATIONS TO EXISTING DOORS IN OFFICE 104 AND EXAM ROOM 109 MODIFICATIONS TO THE EXISTING CABINET IN EXAM ROOM 109 RE-PAINTING OF THE ENTIRE EXTERIOR OF THE BUILDING CLEANING AND SANITIZING OF THE ENTIRE HVAC SYSTEM	96,090.70	96,090.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		96,090.70
		**********		
		For Hidalgo County use only		
		9-1336-441-00-340-023-0-452 96,090.70		
		Approved		

SEP 9 2009

Authorized by: Martha L. Salazar

AI-22607 **21.E.1.**

BCAP Application for Payment No.3 Final - Chapa North and Chapa South Subdivisions Precinct No.1

CC REGULAR

Date:	09/07/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Approval of Application for Payment No. 3- Final in the amount of $1,807.20 from Asago Construction contracted vendor for Chapa North & South Subdivisions as reviewed and submitted by project engineer, TEDSI Infrastructure Group, Inc.-(C-CAP-09-416-11-24).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-14X-0-73X

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

BUDGETARY IMPACT:

PO #636796-Funds available as of 9-1-10 for Chapa North & South S/D.

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-14X-0-731

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

BUDGETARY IMPACT:

PO #636796- Funds available as of 9-1-10 for Chapa North & South S/D.

Attachments

Link: Application for Payment No.3 Chapa North and Chapa South Subdivisions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	08/31/2010 09:23 AM	APRV
2	Budget & Management	Erika Zamora	09/01/2010 08:00 AM	APRV
3	Ivan Cantu	Ivan Cantu	09/02/2010 02:17 PM	APRV
4	Auditor's Office	Linda Fong	09/03/2010 09:13 AM	APRV
5	Purchasing Department	Marty Salazar	09/03/2010 12:24 PM	APRV

Form Started By: Marcie Jackson Started On: 08/19/2010 01:53 PM

Final Approval Date: 09/03/2010

AI-22607 9/7/10 R

APPLICATION FOR PAYMENT NO. 3 - FINAL

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-09-416-11-24
Project: ROAD AND DRAINAGE CONSTRUCTION FOR CHAPA NORTH AND SOUTH SUBDIVISIONS
Owner's Contract No. C-CAP-09-416-11-24 Engineer's Project No. _____
For Work accomplished through the date of: July 23, 2010

1. Original Contract Price:		$171,989.05
2. Net change by Change Order and Written Agreements(+or-):		$0.00
3. Current Contract Price (1 plus 2):		$171,989.05
4. Total completed and stored to date:		$171,989.05
5. Retainage (per Agreement):		
10% of completed Work:	$17,198.91	
_____ of stored material	_____	
Total Retainage:		$17,198.91
6. Total completed and stored to date less retainage (4 minus 5)		$154,790.15
7. Less previous Application for Payment		$152,982.95
8. AMOUNT DUE THIS APPLICATION (I		$1,807.20

REQ# 171685 P.O.# 636796
0-1312-431-00-121-148-0-731→$868.80
<-86.88>=$781.92

REQ# 171685 P.O.# 636796
0-1200-431-00-121-148-0-731→$271.20
<-27.12>=$244.08

REQ# 171685 P.O.# 636796
0-1312-431-00-121-149-0-731→$596.80
<-59.68>=$537.12

REQ# 171685 P.O.# 636796
0-1200-431-00-121-149-0-731→$271.20
<-27.12>=$244.08

Accompanying Documentation:

APPLICATION FOR PAY
ESTIMATE AND QUANT
SCHEDULE OF VALUES
LIST OF SUPPLIERS AN
PARTIAL WAIVER OF LI
PAYROLL
CONTRACT TIME STAT
TESTING REQUIREMEN
TESTING REPORTS

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (Work done under the Contract referred to above obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 8/9/10

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

By: _____
Raul Iglesias

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of August, 2010

NOTARY PUBLIC STATE OF TEXAS
ALMA TORRES
My Commission Expires
August 7, 2012

Alma Torres
Notary Public
My Commission expires: 8/7/12

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 08/10/2010

TEDSI Infrastructure Group Inc
ENGINEER

By: _____
Jose A .Sanchez, P.E.

INVOICE RECEIVED BY: _____ ON 8/16/10
GOODS/SERVICES RECEIVED BY: _____ ON 8/16/10

Asago, LLC dba Asago Construction	**Contractor Name**
February 8, 2010	**Starting Date**
July 23, 2010	**Project Ending Date**
10%	**Retainage Percent**

Application No.:	3
Application Date:	August 10, 2010
Period To:	July 23, 2010
Engineer Firm:	TEDSI Infrastructure Group, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080148	CHAPA NORTH	$ 90,075.90	$ -	$ 45,498.50	$ 43,437.40	$ 1,140.00	$ 90,075.90	$ -	$ 9,007.59	$ 81,068.31	$ 80,042.31	$ 1,026.00
3C1080149	CHAPA SOUTH	$ 81,913.15	$ -	$ 44,309.25	$ 36,735.90	$ 868.00	$ 81,913.15	$ -	$ 8,191.32	$ 73,721.83	$ 72,940.63	$ 781.20
		$ 171,989.05	$ -	$ 89,807.75	$ 80,173.30	$ 2,008.00	$ 171,989.05	$ -	$ 17,198.91	$ 154,790.14	$ 152,982.94	$ 1,807.20

Estimate Quantity Update Worksheet

Date: August 10, 2010

Colonia: Chapa North Subdivision /Chapa South Subdivision
Roadway: North Rd / South Rd
Control: 3C1080148 / 3C1080149
Project No: C-CAP-09-416-11-24
County: Hidalgo
Est. No: 3

Contractor: Asago LLC, dba Asago Construction
Contract Price: $171,989.05
Work Done this Mo.: $2,008.00
Work Done to Date: $171,989.05
% Complete: 100.0%

Work Type: Paving & Drainage
Limits: 1299' / 1304'
From: Mile 12.5N Rd
To: 1299' N of Mile 12.5N Rd / 1304' S of Mile 12.5N Rd

Date Began: February 8, 2010
Contract Time (calendar days): 150
Time Charged: 135
% Time Used: 90.0%

ITEM NO	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	04-22-2010 THRU 07-23-2010 MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE							
	(902) PRELIMINARY ENGINEERING							
	(903) CONSTRUCTION ENGINEERING							
	(904) RIGHT-OF-WAY							
	CHAPA NORTH SUBDIVISION (905) ROADWAY							
0100	PREPARING ROW	STA	12.99	$300.00	$3,897.00		12.99	$0.00
0164	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	SY	5692	$0.70	$3,984.40		5692	$0.00
0168	VEGETATIVE WATERING	MG	285	$4.00	$1,140.00	285	285	$1,140.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	3486	$4.25	$14,815.50		3486	$0.00
0251	REWORK BS MTL (TY D)(4")(DENS CONT)	SY	3486	$2.00	$6,972.00		3486	$0.00
0310	PRIME COAT (MC-30)	GAL	581	$7.00	$4,067.00		581	$0.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	2904	$6.50	$18,876.00		2904	$0.00
0500	MOBILIZATION	LS	1	$1,000.00	$1,000.00		1	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$1,000.00	$2,000.00		2	$0.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	2560	$1.00	$2,560.00		2560	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	15	$5.00	$75.00		15	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	300	$2.00	$600.00		300	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	$2.00	$320.00		160	$0.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)	GAL	27	$120.00	$3,240.00		27	$0.00
2500	EN-1 TRT (MIX EXST MATL& NEW BASE)(DC)(8")	SY	3486	$1.00	$3,486.00		3486	$0.00
							SUBTOTAL	**$1,140.00**
	CHAPA NORTH SUBDIVISION (906) DRAINAGE							
0464	RC PIPE (CL III)(18 IN)	LF	48	$25.00	$1,200.00		48	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	60	$6.00	$360.00		60	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	60	$3.00	$180.00		60	$0.00
0530	DRIVEWAY (CONC)	SY	120	$25.00	$3,000.00		120	$0.00
0530	DRIVEWAY (ACP)	SY	585	$15.00	$8,775.00		585	$0.00
0556	15" ADS CORRUGATED PIPE	LF	410	$17.00	$6,970.00		410	$0.00
0760	CLEANING AND RESHAPING DITCHES	LF	2558	$1.00	$2,558.00		2558	$0.00
							SUBTOTAL	**$0.00**
	CHAPA SOUTH SUBDIVISION (905) ROADWAY							
0100	PREPARING ROW	STA	13.04	$300.00	$3,912.00		13.04	$0.00
0164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	4332	$0.70	$3,032.40		4332	$0.00
0168	VEGETATIVE WATERING	MG	217	$4.00	$868.00	217	217	$868.00
0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	3501	$4.25	$14,879.25		3501	$0.00
0251	REWORK BS MTL (TY D)(4")(DENS CONT)	SY	3501	$2.00	$7,002.00		3501	$0.00
0310	PRIME COAT (MC-30)	GAL	584	$7.00	$4,088.00		584	$0.00
0340	D-GR HMA(METH) TY-D SAC-B PG76-22	SY	2917	$6.50	$18,960.50		2917	$0.00
0500	MOBILIZATION	LS	1	$1,000.00	$1,000.00		1	$0.00
0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$1,000.00	$2,000.00		2	$0.00
0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	2570	$1.00	$2,570.00		2570	$0.00
0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	15	$5.00	$75.00		15	$0.00
0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	300	$2.00	$600.00		300	$0.00
0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	160	$2.00	$320.00		160	$0.00
2500	EN-1 ROADBOND (0.0075 GAL/SY)	GAL	27	$120.00	$3,240.00		27	$0.00
2500	EN-1 TRT (MIX EXST MATL& NEW BASE)(DC)(8")	SY	3501	$1.00	$3,501.00		3501	$0.00
							SUBTOTAL	**$868.00**
	CHAPA SOUTH SUBDIVISION (906) DRAINAGE							
0464	RC PIPE (CL III)(18 IN)	LF	40	$25.00	$1,000.00		40	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	80	$6.00	$480.00		80	$0.00
0506	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	80	$3.00	$240.00		80	$0.00
0530	DRIVEWAY (ACP)	SY	390	$15.00	$5,850.00		390	$0.00
0556	15" ADS CORRUGATED PIPE	LF	335	$17.00	$5,695.00		335	$0.00
0760	CLEANING AND RESHAPING DITCHES	LF	2600	$1.00	$2,600.00		2600	$0.00
							SUBTOTAL	**$0.00**

Monthly Totals:	**$2,008.00**

Adminstrative (901)	
Preliminary Engineering (902)	
Construction Engineering (903)	
Right of Way (904)	
Roadway (905)	**$2,008.00**
Drainage (906)	**$0.00**

Total to Date
Roadway (905) $2,008.00
Drainage (906) $0.00
Total $2,008.00

Prepared and Checked By:
Signature:
Printed Name: Jose A. Sanchez
TEDSI Infrastructure Group

Date: August 10, 2010

AI-22746 **21.F.1.**

BCAP - Pct 2- Round III - Road & Drainage Construction for McColl Estates Subdivision Award Recommendation

CC REGULAR

Date:	09/07/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Applicable action on a recommendation by project engineer, R. Gutierrez Engineering to award to the lowest bidder meeting all specifications: OG Construction Company, LLC in the amount of $134,923.00 for Bid No. CAP-10-189-08-25-YSI “Road & Drainage Construction for McColl Estates Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1312-431-00-122-454-0-733 & 841

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

BUDGETARY IMPACT:

733 has $68,405.20 available as of 9/3/10 - Pending LIT AI-22712 in the amount of $5,500.00
841 has $80,118.29 available as of 9/3/10 + Pending LIT AI-22712 in the amount of $5,500.00 = $85,618.29

FISCAL YEAR: **ACCT. #:** 0-1200-431-00-122-454-0-841

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

BUDGETARY IMPACT:

Funding availability is pending AI-22819 in the amount of $4,024.71. Funding available for transfer as of 9/3/10.

Attachments

Link: Cost Breakdown mccoll estates 2nd bid

Link: txdot conc mcolle2 22746

Link: eng recomnd mcolle2 22746

Link: ai req award mcolle2 22746

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	09/02/2010 10:30 AM	APRV
2	Budget & Management	Erika Zamora	09/02/2010 10:49 AM	APRV
3	Dale Kennan	Dale Kennan	09/03/2010 01:56 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Yvette Islas Started On: 08/30/2010 04:38 PM

Final Approval Date: 09/03/2010

McColl Estates Subdivision
CSJ: 3C1080454
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
110	Excavation Roadway	1551	CY	$5.00	$7,755.00
132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	15	CY	$10.00	$150.00
164	Cell Fiber Seeding (Temp) (Warm)	1005	SY	$2.00	$2,010.00
164	Cell Fiber Seeding (Temp) (Cool)	1005	SY	$1.50	$1,507.50
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	2010	SY	$2.00	$4,020.00
247	Flex Base (RD DEL) TY "E" GR4	670	CY	$37.00	$24,790.00
260	Lime Treatment (Exist Mtrl) (6") (Subgr)	3626	SY	$3.00	$10,878.00
260	Lime (HYD, COM PR QK) (Slurry)	54.4	TON	$65.00	$3,536.00
310	Prime Coat (MC-30)	580	GAL	$5.00	$2,900.00
340	Asph Conc ACP Surface (TY "D") (2.0")	2899	SY	$9.50	$27,540.50
502	Barricades, Signs and Traffic Handling	2	LS	$500.00	$1,000.00
506	Construction Exits (Ty II) (Install)	84	SY	$10.00	$840.00
506	Construction Exits (Ty II) (Remove)	84	SY	$3.00	$252.00
506	Temp Sedmt Cont Fence (Install)	216	LF	$4.00	$864.00
644	Smal RDSD SGN ASSM (TY "A")	8	EA	$200.00	$1,600.00
	SubTotal Base Bid →				**$89,643.00**
	DRAINAGE				
402	Trench Excavation Protection	48	LF	$ 2.00	$96.00
432	Concrete Riprap (Cl C)	42	CY	$ 175.00	$7,350.00
464	RCP (CL III) (18")	108	LF	$ 26.00	$2,808.00
465	Inlet (Type "A")	6	EA	$ 2,100.00	$12,600.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	2	EA	$ 450.00	$900.00
529	Concrete Curb & Gutter (Ty "A") (Barrier)	2410	LF	$ 7.00	$16,870.00
529	6" Concrete Valley Gutter	194	LF	$ 24.00	$4,656.00
	SubTotal Drainage →				**$45,280.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$134,923.00**

Project Length: (LF)		1250
Cost Per Linear Feet @ $500K/mile:	$	94.70
Tot. Proj. Allowable (Cost per LF @$500K/mi X Proj. Lngth):	**$**	**118,375.00**
Roadwork Allocation (Eng, Road Const and Contingency):	**$**	**112,422.71**
Allowed Increase:	**$**	**5,952.29**

Road Construction Allocation:	$	80,118.29
25% Transfer In McColl Est. Drainage:	$	5,500.00
Contingency Transfer In:	$	-
Total Allocation, 25% Transfer and Contingency Transfer	$	85,618.29
Low Base Bid Roadwork		$89,643.00
Overrun/Underrun*		($4,024.71)

Drainage Allocation:	$ 68,405.20
Transfer In: Other Projects	
Total Allocation and Transfer	$68,405.20
Drainage Cost:	$45,280.00
Overrun/Underrun	$23,125.20

***Overage will be covered by Pct 2 Road and Bridge account**

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 30, 2010

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in McColl Estates (3C1080454) to the low bidder, OG Construction, LLC., for a total bid of $134,923.00.

My records indicate that the bid amounts for this project are within amounts remaining, as shown below:

Project	Amount Remaining 08/30/10			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
McColl Estates	$68,875.00	$100,772.17	$169,647.17	$45,280.00	$89,643.00	$134,923.00

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

R. Gutierrez Engineering Corporation

August 26, 2010

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – McColl Estates Subdivision
Project No: ENG08.019b

Dear Mr. Vargas:

On Wednesday, August 25, 2010, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Two (2) bids were received for this project. The low responsive bid was for **$134,923.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **OG Construction Company, LLC** from Edinburg, Texas, in the amount of **$134,923.00**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.
President

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

8/26/2010

BID TABULATION
MCCOLL ESTATES SUBDIVISION

DATE: 08/25/10
TIME: 9:30 A.M.
LOCATION: HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	OG Construction Co.		Alvarez Construction	
				Unit Bid	Total Bid	Unit Bid	Total Bid
110	1,551.00	CY	Excavation (Roadway)	$ 5.00	$ 7,755.00	$ 7.00	$ 10,857.00
132	15.00	CY	Embankment (Rdwy)(Dens. Cont.)(Ty C)	$ 10.00	$ 150.00	$ 200.00	$ 3,000.00
164	1,005.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 2.00	$ 2,010.00	$ 3.00	$ 3,015.00
164	1,005.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 1.50	$ 1,507.50	$ 3.00	$ 3,015.00
164	2,010.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 2.00	$ 4,020.00	$ 3.00	$ 6,030.00
247	670.00	CY	Flexible Base (8")(Compl-in-Place)(Ty E)(Gr 4)	$ 37.00	$ 24,790.00	$ 36.00	$ 24,120.00
260	3,626.00	SY	Lime Treated Subgrade (6")	$ 3.00	$ 10,878.00	$ 2.00	$ 7,252.00
260	54.40	TON	Lime (TY A or B)	$ 65.00	$ 3,536.00	$ 175.00	$ 9,520.00
310	580.00	GAL	Prime Coat (MC-30)	$ 5.00	$ 2,900.00	$ 12.00	$ 6,960.00
340	2,899.00	SY	Asph. Conc. Pav. TY "D" (2")	$ 9.50	$ 27,540.50	$ 9.00	$ 26,091.00
402	48.00	LF	Trench Excavation Protection	$ 2.00	$ 96.00	$ 15.00	$ 720.00
432	42.00	CY	Concrete Riprap (CL C)	$ 175.00	$ 7,350.00	$ 375.00	$ 15,750.00
464	108.00	LF	RCP (CL III)(18")	$ 26.00	$ 2,808.00	$ 30.00	$ 3,240.00
465	6.00	EA	Inlet (TY A)	$ 2,100.00	$ 12,600.00	$ 4,000.00	$ 24,000.00
467	2.00	EA	Safety End Treatments (6:1)	$ 450.00	$ 900.00	$ 2,000.00	$ 4,000.00
502	2.00	MO	Barricades, Signs & Traffic Handling	$ 500.00	$ 1,000.00	$ 2,000.00	$ 4,000.00
506	84.00	SY	Construction Exits (Ty II)(Install)	$ 10.00	$ 840.00	$ 50.00	$ 4,200.00
506	84.00	SY	Construction Exits (Ty II)(Remove)	$ 3.00	$ 252.00	$ 25.00	$ 2,100.00
506	216.00	LF	Temp Sediment Control Fence	$ 4.00	$ 864.00	$ 10.00	$ 2,160.00
529	2,410.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 16,870.00	$ 7.00	$ 16,870.00
529	194.00	LF	Concrete Valley Gutter (6-Ft)	$ 24.00	$ 4,656.00	$ 25.00	$ 4,850.00
644	8.00	EA	Small Roadside Sign Assembly (Ty A)	$ 200.00	$ 1,600.00	$ 300.00	$ 2,400.00
			TOTAL BASE BID AMOUNT:		**$ 134,923.00**		**$ 184,150.00**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: August 25, 2010	BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR McCOLL ESTATES SUBDIVISION"

BID NO: CAP-10-289-08-25-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	O. G. Construction Co., LLC	$134,923.00	Bid Bond Included
2.	Alvarez Construction	$184,150.00	Bid Bond Included
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: 08/25/2010

	Please Print Name	Company Name
1.	Paul Villarreal	Hidalgo County Tax Office
2.	Edgar Jaramillo	Hidalgo County Tax Office
3.	Agapito VARGAS	HCCAP
4.	Yvette Islas	BCAP- Purchasing
5.	Robert Vera Jr.	Alvarez const.
6.	RUBEN FLORES	NGE INC
7.	Paty Cardenas	LEM CONSTRUCTION Co., INC.
8.	Monica Leal	Urban County Program.
9.	Diana Garcia	OG Construction
10.	Priscilla Torres	Co. Clerks
11.	Sandy Suarez	Purchasing Dept
13.	Rocio Villareal	Purchasing Dept
14.		

Bid #	Description
1. 2010-278-08-25-SMA	PURCHASE OF INSTANT DRUG SCREENING CUPS"
2. 5009/10-45-0306-5000-4500-UCP-ML2	2009-2010 CITY OF LA VILLA WATER/SEWER IMPROVEMENT
3. 2010-139-08-25-ERT	"LEASE OF TOWER SPACE"
4. 2010-269-08-25-ERT	"PRINTING & MAILING OF 2010 TAX STATEMENTS, TAX ROLLS AND EVELOPES"
5. CAP-10-289-08-25-YSI	ROAD AND DRAINAGE CONSTRUCTION FOR MCCOLL ESTATES
6. 2010-109-08-25-CGV	RFB-EN-1 ROAD STABILIZER MATERIAL-HIDALGO COUNTY
2010-265-08-25 CGV	Flat Rate Wireless Services to Include Equipment

From:	Agapito Vargas
To:	"Yvette Islas"
Cc:	"Humberto Garza"; "Eralio Palacios"; "Katia Garcia"; "dina trevino"; "Marcie Jackson"; "Valde "
Subject:	Low Bid Award BCAP Project McColl Estates
Date:	Monday, August 30, 2010 4:27:38 PM
Attachments:	Engineer Recommendation for award - McColl Estates Subdivision.pdf Cost Breakdown mccoll estates 2nd bid.xls ltr txdot response concurrence low bid award mccoll est.pdf

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Yvette, please place the following item on CC agenda for Tuesday 7th September 2010:

Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: McColl Estates Subdivision (CSJ: 3C1080454)
Project Location: Precinct 2
Low Bidder: OG Construction Company, LLC; Edinburg, TX
Project Engineer: R. Gutierrez Engineering, Inc.
Account: 0-1312-431-00-121-454-0-731 & 733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet. A transfer was placed on CC to cover roadwork, see spreadsheet.
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-22764 **21.G.1.**

HCSO-Amendment-C-7-281-09-25-O E Investments Inc-Lease of Tower Space CC REGULAR

Date:	09/07/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Approval of an Amendment to Lease Agreement #C-07-281-09-25 with O. E. Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07);

b. Requesting authority to exercise the Sixty (60) Day grace period extension, as provided in the current contract for: "LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC., effective 10/01/10 - 11/29/10 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Amendment-(currently being reviewed by legal counsel)
Acknowledgment--60 Day Extension Letter by O E Invetments Inc

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-441

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

BUDGETARY IMPACT:

Available balance as of 9-3-10 $11,300.00

Attachments

Link: Amendment-C-07-281-09-25-O E Investments Inc-HCSO
Link: Contract#C-07-281-09-25-OE Investments Inc-HCSO
Link: email from HCSO recommending 60 day extension
Link: email approval of Amendment by legal counsel
Link: 60 Day Extension letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 11:05 AM	APRV
2	Budget & Management	Erika Zamora	09/02/2010 11:33 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/03/2010 01:24 PM	APRV

4	Auditor's Office	09/03/2010 03:20 PM	NEW
Form Started By: Letty Saenz		Started On: 09/01/2010 09:48 AM	
Final Approval Date: 09/03/2010			

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
SERVICE CONTRACT
C-07-281-09-25

This **AMENDMENT** to the **CONTRACT** between **O. E. Investments, Inc.,** (the "Lessor") and **HIDALGO COUNTY** (the "Lessee"), effective the **7th** day of **September, 2010**, is made between the Lessor and the Lessee, (the "Amendment"), as follows:

WHEREAS, Lessor and Lessee entered into a Contract dated **September 25, 2007**, with the "initial lease term" commencing, October 1, 2007, expiring September 30, 2008, thereafter a "renewal term" commencing, October 1, 2008, expiring September 30, 2010, in which the Lessor agreed to lease a: **"Lease of Tower Space"** for the **Hidalgo County Sheriff's Office"** (the "Lease");

WHEREAS, the Lease Agreement accidently omitted a term required in the lease agreement and the Lessor and Lessee now desires to amend Lease Agreement to correct the mistake;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Lease, Lessor and Lessee hereby agree to the following Amendment to the Lease Agreement:

1. **ARTICLE 2. LEASE TERM:** Article 2.02 Renewal, as stated in the Lease is hereby deleted in it's entirety and the following inserted in lieu thereof:

ARTICLE 2. LEASE TERM
Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for two (2) additional one (1) year terms (the "Renewal Term(s) as stated in Exhibit "A"-Specifications, under the same terms and conditions set forth in this Agreement. Lessee also reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the lease term, due to any unforeseen delay in the procurement process. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

2. Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O. E. INVESTMENTS, INC.

Authorized Signature

Othal Brand, Jr.
Printed Name

Title: President

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain, Attorney

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this **1st** day of **October**, **2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, **October 1, 2007** and ending on, **September 30, 2008**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, **October 1, 2008** and ending on **September 30, 2010** (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of **$1,800.00** per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be **$1,800.00**; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **October 1, 2007.**

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's

expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **October 1st, 2007** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR
O.E. Investments, Inc.
Attn.: Othal Brand, Jr.
P.O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Juan D. Salinas, III, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 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/

Legal Construction

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
McAllen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

19). **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.

P.O. Box 4408
McAllen, TX 78502

RFSQ#2007-281-08-15-ROL

20). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 xx

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

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 Hidalgo County
100 E. Cano
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	EACH OCCURRENCE	$ 2,000,000
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Excluded
		[X] Law Enforcement				PERSONAL & ADV INJURY	$ 2,000,000
		[X] Employee Benefits				GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC	50,000 SIR				
A		AUTOMOBILE LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] 50,000 SIR				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Public Officals	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000	

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

CERTIFICATE HOLDER

O.E.M.
4800 North 23rd
McAllen, TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

Leticia Saenz

From: Eric Trevino [eric.trevino@co.hidalgo.tx.us]
Sent: Friday, August 27, 2010 1:45 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Letty, below is Chief Martinez email advising Mr. Tapia to request the "60 day extension" for the project mentioned above. So far Mr. Tapia has not sent me any email requesting 60 day extension, but the email below should cover it. Use this email as back up for the agenda item (as per your request). Thanks Letty.

From: Anacleto Martinez [mailto:anacleto.martinez@hidalgoso.org]
Sent: Thursday, August 26, 2010 1:40 PM
To: 'Juan Tapia'
Cc: 'Richard Ozuna'; 'Eric Trevino'
Subject: RE: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Mr. Tapia,

Request the 60 day extension.

Anacleto "Sonny" Martinez, Chief Deputy
Hidalgo County Sheriff's Office
711 El Cibolo Rd
(Office) 956-393-6004
(Fax) 956-393-6179
Email: anacleto.martinez@hidalgoso.org

From: Juan Tapia [mailto:juan.tapia@hidalgoso.org]
Sent: Thursday, August 26, 2010 12:57 PM
To: 'Richard Ozuna'
Cc: anacleto.martinez@hidalgoso.org; r.espinoza@hidalgoso.org; leticia.saenz@co.hidalgo.tx.us; 'Darlene Betancourt'; myra.montoya@hidalgoso.org; eric.trevino@co.hidalgo.tx.us
Subject: FW: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Lt. Ozuna,
I think in order to play safe, recommend you to request to exercise of 60 day extension,
Also we'll pay two more months at lowest rate. Thanks Juan Tapia

---

From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Thursday, August 26, 2010 12:10 PM
To: richard.ozuna@hidalgoso.org; juan.tapia@hidalgoso.org
Cc: leticia.saenz@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us
Subject: FW: Hidalgo County Sheriff's Office -"Lease of Tower Space" Bid No. 2010-139-08-25-ERT.

Good Morning,
Please let this serve as a formal request to send me an email in WRITING as soon as possible, that you are aware and that Sheriff's Office is okay with exercising the 60 day extension for project mentioned above. The current contract expires on Sept 30, 2010, but utilizing the 60 day extension will give County enough time with the procurement process. Hidalgo County Purchasing Department needs your email in writing as part of the backup on the agenda item that we have for Commissioner's Court on 8/31/10. Thank you for your cooperation.

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 01, 2010 5:11 PM
To: 'Leticia Saenz'
Subject: FW: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 01, 2010 4:53 PM
To: 'Martha Salazar'
Subject: RE: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO

Looks good.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 01, 2010 3:17 PM
To: 'Steve Crain'
Cc: leticia.saenz@co.hidalgo.tx.us; 'Darlene Betancourt'
Subject: FW: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO

Mr. Crain:

We have made the correction you pointed out. Please review and comment as to form. We have it on next week's agenda.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, September 01, 2010 3:11 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: FW: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO

Ms. Marty-

Please forward to Mr. Crain. I have corrected the "and" to "an".

Please advise if we're good to go with this format. I will be placing on next CC agenda.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 01, 2010 2:56 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: FW: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, September 01, 2010 10:02 AM
To: 'Martha Salazar'
Subject: RE: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO

Change "and" to "an" in 2.02.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 01, 2010 9:37 AM
To: 'Steve Crain'
Cc: leticia.saenz@co.hidalgo.tx.us
Subject: FW: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO
Importance: High

Mr. Crain:

Please review the attached draft amendment in connection to the Lease Agreement with OE Investments Inc for the "Lease of Tower Space" for Hidalgo County Sheriff's Office. (Original Contract #C-07-281-09-25 approved by CC on 09/25/07)

Marty

PS Will be placed for next Tuesday, 09-07-10

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, August 31, 2010 2:24 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Eric Trevino'
Subject: DRAFT-LEASE AGREEMENT-LEASE OF TOWER SPACE-HCSO
Importance: High

Ms. Marty-

Please forward to legal counsel for review and approval of the "Draft" Amendment to the Lease Agreement in connection to the **"Lease of Tower Space"** for the Hidalgo County Sheriff's Office **(Original Lease Contract# C-07-281-09-25 approved by CC 09/25/07).**

Please advise if this is ok to place on the next CC agenda for approval and to be able to exercise the sixty (60) day extension for this lease agreement.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager

Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2620

PURCHASING DEPARTMENT
County Of Hidalgo

September 1, 2010

REVISED EXTENSION LETTER

Othal Brand, Jr., Owner
O. E. INVESTMENTS, INC.
P. O. Box 4408
McAllen, Texas 78502
Ph. (956) 683-7979

Via e-mail obrand@rioplexwireless.com
Via Facsimile (956) 631-2334

Re: ***Sixty (60) Day Extension to Contract# E-08-309-07-28 - "Lease of Tower Space" - Hidalgo County Sheriff's Office***

Dear Mr. Brand:

Commissioners' Court will take applicable action **(Tuesday, September 7, 2010)** in connection with Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed. **(Commencing, October 1, 2010 - Expiring, November 29, 2010)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 27, 2010, attn: Leticia Saenz, Contracts Mgr. to (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us .

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File