AI-22840 **6.D.**

Claim of AT&T

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:12 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/07/2010 03:15 PM

Final Approval Date: 09/10/2010

AI-22842 **6.E.**

Claim of AT&T

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:12 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/07/2010 03:18 PM

Final Approval Date: 09/10/2010

AI-22844 **6.F.**

Claim of Juan P. Perez

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Juan P. Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:13 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/07/2010 03:20 PM

Final Approval Date: 09/10/2010

AI-22853 **6.G.**

Claim of Maria Del Carmen Lopez

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Del Carmen Lopez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 10:26 AM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:13 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV
Form Started By: Aida Alvarez			Started On: 09/08/2010 10:13 AM	
Final Approval Date: 09/10/2010				

AI-22859 **6.H.**

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:	09/14/2010
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	Sylvia Solis	09/08/2010 01:11 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:14 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV
Form Started By: Monica Badillo			Started On: 09/08/2010 11:20 AM	
Final Approval Date: 09/10/2010				

AI-22841 **7.D.**

Claim of AT&T

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:14 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/07/2010 03:16 PM

Final Approval Date: 09/10/2010

AI-22843 **7.E.**

Claim of AT&T

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:15 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/07/2010 03:19 PM

Final Approval Date: 09/10/2010

AI-22845 **7.F.**

Claim of Juan P. Perez

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Juan P. Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 03:35 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:15 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/07/2010 03:22 PM

Final Approval Date: 09/10/2010

AI-22854 **7.G.**

Claim of Maria Del Carmen Lopez

CC REGULAR

Date:	09/14/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Del Carmen Lopez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 10:26 AM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:15 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/08/2010 10:15 AM

Final Approval Date: 09/10/2010

AI-22860 **7.H.**

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:	09/14/2010
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	Sylvia Solis	09/08/2010 01:11 PM	APRV
2	Auditor's Office	Linda Fong	09/10/2010 08:16 AM	APRV
3	Purchasing Department	Nielda Cavazos	09/10/2010 09:47 AM	APRV
Form Started By: Monica Badillo			Started On: 09/08/2010 11:21 AM	
Final Approval Date: 09/10/2010				

AI-22851 **10.B.**

Liberty Mutual Insurance Company Settlement Check-Pct. 3 auto accident
CC REGULAR

Date:	09/14/2010
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 Liberty Mutual Insurance Company in the amount of $7,778.15 for an auto accident involving a County vehicle-Precinct 3.

BACKGROUND

DOL: 07/15/10

Acct #: 0-1100-360-00-000-005-0-000 "Gen. Fund-Misc. Rev.-Insurance Claims"

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 09:51 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/08/2010 10:08 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:27 AM	APRV
4	Purchasing Department	Marty Salazar	09/10/2010 12:10 PM	APRV

Form Started By: Aida Alvarez Started On: 09/08/2010 08:41 AM

Final Approval Date: 09/10/2010

AI-22896 **11.A.**

SURPLUSING ITEMS

CC REGULAR

Date:	09/14/2010
Submitted By:	Nancy Ponce, CONSTABLE PCT. #4
Submitted For:	Nancy Ponce
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4:
Requesting authority to surplus for trade-in value: Four (4) unserviceable handguns for the purchase of another handgun and ammunition through GT Distributors INC.

Item Description	Tag #	Serial #
SIG SAUER P220 45 CAL PISTOL	Tag #029790	Serial # G246448
GLOCK PI 22592/22C40 CAL	Tag #033666	Serial # DBR880, U
GLOCK PI 22592/22C40 CAL	Tag# 033684	Serial # DBR878, U
GLOCK 22 40 CAL PI22502	Tag# 034591	Serial # DLR385, U

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

TRADE-IN VALUE WILL AMOUNT TO $1,050.00. SEE ATTACHMENT.
NO BUDGETARY/FISCAL IMPACT TO COUNTY.

Attachments

Link: BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 03:20 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/10/2010 04:38 PM	APRV
3	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Nancy Ponce Started On: 09/09/2010 03:41 PM

Final Approval Date: 09/10/2010

Quote	QTE0040807
Date	9/9/2010
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Bill To:

Hidalgo County
PO BOX 5719
Attn: Accounts Payable
McAllen TX 78502

Ship To:

Hidalgo County
2814 S. Business Hwy 281
Edinburg TX 78539

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	001937	JD	PICKUP	NET 15	0/0/0000	654,599

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
2	UG-GLOCK22C	Glock 22C .40 Cal	EA	$250.00	$500.00
1	UG-GLOCK22	Glock 22 40 Cal. Pistol (Used)	EA	$250.00	$250.00
1	UG-SIG220	Used Sig Sauer P220 .45acp Pistol	EA	$300.00	$300.00
1	NOTES	Notes	EA	$0.00	$0.00
		Quote for trade in weapons			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Trade price good for 60 days
Joel Riveria 956 383 8560
Thank you for your business Ray.

Subtotal	$1,050.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$1,050.00

RECEIVED
SEP 10 2010
BY NC 2:08 PM

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE

	DEPARTMENT NAME	DEPT. NO.	LOCATION
TRANSFER TO:	SURPLUS	-	GT DISTRIBUTORS, INC.
TRANSFER FROM:	HIDALGO C OUNTY CONSTABLE PCT. 4 OFFICE	294	EDINBURG, TEXAS

CONTACT INFORMATION:

NAME (PRINT) CHIEF DEPUTY JOEL RIVERA **PHONE NO.** EXT. 4302 **FAX NO.** ____

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION	FIXED ASSET DIVISION USE ONLY FUND NO.	COST	P/U	LOC
1	SIG SAUER P220 .45 CAL. HANDGUN	29790	G246448	B				
2	GLOCK PI 22592/22C40 HANDGUN	33666	DBR880U	B				
3	GLOCK PI 22592/22C40 HANDGUN	33684	DBR878U	B				
4	GLOCK 22 40 CAL. PI22502	34591	DLR385U	B				
5								
6								
7								
8								
9								
10								

JUSTIFICATION FOR TRANSFER: TRADE-IN FOR NEW WEAPON AND AMMUNITION THROUGH GT DISTRIBUTORS, INC.

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*	Martha L Salazar	9-10-10
Contact Person transferring item(s) out	J. E. Guerra		9-10-10
Person receiving Item(s)			
Reviewed & Processed by FA Division			

FIXED ASSET DIVISION USE ONLY

FROM	TO
DEPT. NO. ____	DEPT. NO. ____
AMOUNT ____	AMOUNT ____

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM PREMISES.

Initial ____ Date ____

PLEASE SUBMIT ORIGINAL ONLY TO PURCHASING DEPARTMENT ATTN: FIXED ASSETS
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE: 02/02/09

AI-22914 **11.B.**

Interlocal Agreement extension - Security Services - FEMA

CC REGULAR

Date:	09/14/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #4:
Approval to extend Agreement between Hidalgo County and the Department of Homeland Security (FEMA) to provide Security Services

BACKGROUND

Security Services to be provided at the Disaster Recovery Center (DRC) by Constable Pct. 4 deputies.

Thank you for your assistance with this request. Please see and complete the attached Contract/Vendor Information form. We need this information to process the paperwork before we can initiate your services. At this late hour, we should try to get everything in place for a start-up of August 21st if you can expedite return of the attached document. Services cannot be initiated until we have received your document and allocated funds. FEMA has accepted the quoted rate of $25/hour.

We are in your jurisdiction to provide assistance to the victims of Tropical Storm Alex (DR-1931-TX) and would like to staff our Disaster Recovery Center at 100 E. Cano Ave., Edinburg (2nd floor) with one officer as follows:

August 21, 2010 – September 6, 2010 and according to the following schedule*:
Monday – Saturday 8:00 AM – 7:00 PM (11 hours)
Sunday 12:00 AM – 7:00 PM (7 hours)

*Note: The officer will be positioned inside the suite at the direction of the site manager during working hours. If the suite is not open upon arrival, we would ask the officer to await their arrival (their schedules are subject to flex)

We need to make payment through your agency (as opposed to individual officers) to avoid the accounting issues that would flow from generating multiple individual contracts, etc.. As time is short, we would greatly appreciate your expediting this request. Please call if you have any questions or issues that we should be aware of. We'll forward a set of Post Orders once arrangements have been made.

Please call or email a response when you receive this.
Thank you in advance for your assistance.

John J. Whitson
DSOB Security Specialist
DHS/FEMA
DR-1931-TX
4805 Maher Ave.
Laredo, TX 78041

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGETARY/FISCAL IMPACT TO HIDALGO COUNTY.

Attachments

Link: forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 03:20 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/10/2010 04:36 PM	APRV
3	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Monica Badillo — Started On: 09/10/2010 03:13 PM

Final Approval Date: 09/10/2010

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE	OF
		1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00002	9/11/2010	TN01084Y2010T	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY JOINT FIELD OFFICE DR-1931-TX 4805 MAHER AVENUE LAREDO TX 78041		DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY JOINT FIELD OFFICE DR-1931-TX 4805 MAHER AVENUE LAREDO TX 78041	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
COUNTY OF HIDALGO HIDALGO COUNTY JAIL 701 EL CIBOLO EDINBURG TX 785410000		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. HSFE06-10-P-6101
CODE / FACILITY CODE	X	10B. DATED (SEE ITEM 13) 08-26-2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

2010-06-1931DR-9064-XXXX-2587-D

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 243-1 "CHANGES-FIXED-PRICE"

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS TO INCREASE THE OBLIGATION AND TO EXTEND THE PERIOD OF PERFORMANCE ACCORDINGLY:
1. THE OBLIGATION IS INCREASED BY $2,214.00 FROM 5,002.00 TO A NEW NOT TO EXCEED TOTAL OF $7,216.00. (AWARD-$3,526.00, MOD P00001-$1,476.00, MOD P0000O2-$2,214.00)
2. A NEW PERIOD OF PERFORMANCE IS ADDED TO COVER POLICE SECURITY SERVICE STARTING 9/11/2010 AND ENDING 9/17/2010, WITH THE EXCEPTION OF 9/12/2010 WHEN THE FACILITY IS CLOSED. THIS SIX (6) DAY PERIOD WILL BE 0900 HRS THROUGH 1800 HRS EACH DAY. THIS REPRESENTS A CUMMULATIVE TOTAL OF FIFTY-FOUR (54) HOURS OF SECURITY SERVICE AT FEMA'S DRC #3, 100 E. CANO STREET, EDINBURG, TEXAS.

EXCEPT AS STATED ABOVE ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
----------END OF MODIFICATION P00002----------

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerard Heggers Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 09-09-2010

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001		54.00	HOUR	$41.0000	$2,214.00

VENDOR TO PROVIDE ARMED SECURITY GUARD SERVICE COVERING A SIX (6) DAY PERIOD. THE PERIOD OF PERFORMANCE IS 09/11/2010 THROUGH 9/17/2010, WITH THE EXCEPTION OF 9/12/2010 WHEN THE FACILITY IS CLOSED. EACH DAY WILL CONSIST OF A NINE (9) HOUR TIME PERIOD STARTING 0900 HRS AND ENDING 1800 HRS. SERVICE TO BE PROVIDED AT FEMA'S FACILITY, DRC #3, 100 E. CANO STREET, EDINBURG, TX

FUNDING/REQ NO: 1: $2,214.00 TN01084Y2010T

GRAND TOTAL --- $2,214.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION NUMBER		AMOUNT
1	2010-06-1931DR-9064--2587-D	TN01084Y2010T	F	$2,214.00

***** *Begin Inserted Clause (By Reference) '522431E'* *****

52.243-1 CHANGES--FIXED PRICE ALTERNATE V (APR 1984) AUG 1987

***** *End Inserted Clause '522431E'* *****

***** *Automated Text 'DELIVERY' Ignored* *****

****

AI-22890 **12.A.**

MS4

CC REGULAR

Date:	09/14/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Discussion of US Environmental Protection Agency (EPA) Clean Water Act and Texas Commission on Environmental Quality (TCEQ) requirement to submit a Storm Water Management Plan.

2. Discussion, consideration, and approval to submit the Notice of Intent (NOI) for the MS4 General Permit (TXR040000), with authority for County Judge to sign the NOI.

3. Approval to submit the $100.00 MS4 General Permit Application Fee payable to TCEQ.

4. Discussion, consideration, and approval of proposed Hidalgo County Storm Water Management Plan and authorization to partner with Hidalgo County Drainage District #1; or, in the alternative,

5. Discussion, consideration, and approval to partner with Hidalgo County Drainage District #1 and other entities in their Storm Water Management Plan.

BACKGROUND

Hidalgo County must submit a Storm Water Management Plan to TCEQ. A proposed Storm Water Management Plan for the county will be presented to Commissioners' Court. Court may opt to adopt the proposed plan, or join Hidalgo County Drainage District #1 and partners and submit/follow their Storm Water Management Pan.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 0-1100-415-00-115-002-0-811

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

BUDGETARY IMPACT:

Funding for filing fee is pending transfer of $100.00, refer to AI #22915. Any additional fiscal impact of options will be presented at court.

TCEQ fee is $100.00

Attachments

Link: Requirements

Link: Notice of Intent

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/10/2010 01:54 PM	APRV
2	Dale Kennan	Dale Kennan	09/10/2010 02:46 PM	APRV
3	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Erika Reyna

Started On: 09/09/2010 11:42 AM

Final Approval Date: 09/10/2010

›› Questions or Comments:
wqap@tceq.state.tx.us

Municipal Separate Storm Sewer System (MS4)

Presents the definition of municipal separate storm water sewer system (MS4) as taken from federal rules.

"Municipal separate storm sewer system" is specifically defined in the federal rules (Title 40 Code of Federal Regulations Part 122.2), but the term is easier to understand if we break it down.

First, "separate storm sewer system" includes ditches, curbs, gutters, storm sewers, and similar means of collecting or conveying runoff that do not connect with a wastewater collection system or treatment plant.

And to be a "municipal separate storm sewer system" (MS4), the system must be owned or operated by a public agencyfor example:

- a city or town
- a municipal utility district, flood control district, or other special district
- a county
- a state or federal agency

If you have any questions as to whether you own or operate an MS4, contact us.

Related content

- Municipal Separate Storm Sewer System (MS4) Discharges: Am I Regulated?
- Storm Water Permitting Requirements for Phase I (Medium and Large) MS4s
- Storm Water Permitting Requirements for Phase II (Small) MS4s

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CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use of possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere.*

COUNTY means Hidalgo County, Texas as organized and existing under the constitution and laws of the State of Texas.

Department means a COUNTY, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor of a department by one of the following: Commissioner's Court, County Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measureable presence of an illegal or prohibited drug or substance found in the body fluids at an mg/ml level of detection specified by the COUNTY's contract with a National Institute of Drug Abuse (NIDA) certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the COUNTY, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety Sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm. Perform life threatening procedures or work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile

›› Questions or Comments:
wqap@tceq.state.tx.us

Storm Water Permitting Requirements for Phase II (Small) MS4s

Authorization options, control measures required, annual reporting requirements, and links to best management practices for operators of Phase II MS4s.

If you operate a regulated small municipal separate storm sewer system (MS4), then you must develop a storm water management program (SWMP) that includes at least these six control measures:

- public education and outreach
- public involvement or participation
- detection and elimination of illicit discharges
- controls for storm water runoff from construction sites
- post-construction storm water management in areas of new development and redevelopment
- pollution prevention and "good housekeeping" measures for municipal operations

These measures must be developed by identifying and applying best management practices (BMPs). See the EPA's "Menu of BMPs" for examples and guidance. (Depending on the rainfall conditions and topography in your area, some of these BMPs might have to be adapted to your local situation.)

The deadline to apply for coverage was February 11, 2008.

General Permit Issued

General Permit TXR040000 (PDF/Word) was signed and made effective on August 13, 2007, and authorizes the discharge of storm water from certain small MS4s.

Forms

Notice of Intent (NOI) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000) (PDF)

Notice of Change (NOC) to an Authorization for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000) (PDF)

Notice of Termination (NOT) of coverage under TPDES General Permit Number TXR040000 (PDF).

Annual Report

All MS4 operators authorized under TPDES General Permit TXR040000 must submit an annual report within 90 days of the end of each permit year. The second permit year began on August 13, 2008 and ended on August 13, 2009. **The deadline for submitting the Year 2 annual report is November 12, 2009.** The annual report must include information such as the status of compliance with permit conditions, an assessment of the appropriateness of best management practices (BMPs), a description of progress towards reducing the

Notice of Intent (NOI) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000)

TCEQ Office Use Only
Permit No.:
RN:
CN:

Did you know you can pay on line? Go to https://www6.tceq.state.tx.us/epay/
Select Fee Type: GENERAL PERMIT MS4 PHASE II STORM WATER DISCHARGE NOI APPLICATION

Application Fee: You must pay the $100 Application Fee to TCEQ for the application to be considered complete. How did you pay this fee?

☑ Mailed:	Check/Money Order No.:	Name Printed on Check:
☐ EPAY:	Voucher No.:	Is the Payment Voucher copy attached? ☐ Yes

IMPORTANT:
- Use the attached **INSTRUCTIONS** when completing this form.
- After completing this form, use the attached **CUSTOMER CHECKLIST** to make certain all items are complete and accurate.
- Missing, illegible, or inaccurate items may delay final acknowledgment or coverage under the general permit.

One (1) copy of the NOI and SWMP with the completed SWMP Cover Sheet MUST be submitted with the original NOI and SWMP.

Is the copy attached? ☑ Yes

A. OPERATOR (applicant)

1. If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity?
   CN 600753990
2. What is the full Legal Name of the applicant?
   Hidalgo County
   (The exact legal name must be provided.)
3. What is the applicant's mailing address as recognized by the US Postal Service?

Address: 100 E. Cano	Suite No./Bldg. No./Mail Code: 2nd Floor	
City: Edinburg	State: Texas	ZIP Code: 78539-4582
Country Mailing Information (if outside USA).	Country Code:	Postal Code:
4. Phone No.: (956) 318-2600	Extension:	
5. Fax No.: (956) 318-2699	E-mail Address: rene.ramirez@hidalgocountyjudge.com	

6. Indicate the type of Customer:
   ☐ Federal Government ☐ State Government ☑ County Government
   ☐ City Government ☐ Other Government
7. Number of Employees: ☐ 0-20; ☐ 21-100; ☐ 101-250; ☐ 251-500; or ☑ 501 or higher

B. BILLING ADDRESS

The Operator is responsible for paying the annual fee. The annual fee will be assessed to permits **active on September 1 of each year.** TCEQ will send a bill to the address provided in this section. The Operator is responsible for terminating the permit when it is no longer needed.

Is the billing address same as the Operator Address? ☑ Yes, go to Section C. ☐ No, fill out Section B

1. Billing Mailing Address:	Suite No./Bldg. No./Mail Code:	
City:	State:	ZIP Code:
2. Country Mailing Information (if outside USA).	Country Code:	Postal Code:
3. Billing Contact (Attn or C/O):		
4. Phone No.: ( )	Extension:	
5. Fax No.: ( )	E-mail Address:	

C. REGULATED ENTITY (RE) INFORMATION

1. Has the TCEQ issued a Regulated Entity Reference Number (RN) for the regulated MS4 ?
   Yes. What is the RN? RN _____
   (No.) TCEQ will assign the RN number after the NOI is submitted.

2. Name that is used to identify the small MS4 (Regulated Entity).
   (Example: City of XXX MS4) Hidalgo County

3. Provide a brief description of the regulated MS4 boundaries:
   (Example: Area within the City of XXXX limits that is located within the xxx (e.g. Dallas) urbanized area.)
   Area within the limits of Hidalgo County

4. a. What is the county where the largest residential population exists within the regulated MS4 boundaries?
   Hidalgo

   b. Is the MS4 located within additional counties? ☐ Yes ☑ No
   If yes, what county(s)?

5. What is the latitude and longitude of the approximate center of the regulated portion of the small MS4?
   Latitude: 26 D 18 M 20.17S N (26.300087) Longitude: 98 D 7 M 43.43S W 98.162307

6. What is the mailing address for the regulated entity?

Is the RE mailing address the same as the Operator? ☑ Yes, go to Section F. ☐ No, provide the address.

Street Number:	Street Name:	
City:	State:	ZIP Code:

D. GENERAL CHARACTERISTICS

1. I certify that any portion of the regulated MS4 is not located on Indian Country Lands. ☑ Yes ☐ No
   If No, you must obtain authorization through EPA, Region VI.

2. What is the Standard Industrial Classification (SIC) code (see instructions for common codes): 9111

3. Has TCEQ "designated" the small MS4 as needing coverage under this general permit? ☑ Yes ☐ No

If "No" and no portion of the Small MS4 is located within an Urbanized Area as determined by the 2000 Decennial Census by the U.S. Bureau of Census requiring a NOI be submitted, the operator is not eligible for coverage under this general permit through the NOI.

4. Storm Water Management Program (SWMP)

a. I certify that the SWMP submitted with this Notice of Intent has been developed according to the provisions of this general permit TXR040000. ☑ Yes ☐ No

b. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP. ☑ Yes ☐ No

If No to question a. or b. the application is considered incomplete and may be returned.

b. Who is the person responsible for implementing or coordinating implementation of the SWMP?
(Note: All contact information requested below is required.)

Name: Rene A. Ramirez	Title: County Judge	Company: Hidalgo County
Address: 100 E. Cano	Suite No./Bldg. No./Mail Code: 2nd Floor	
City: Edinburg	State: Texas	ZIP Code: 78539-4582
Phone No.: (956) 318-2600	Extension:	
Fax No.: (956) 318-2699	E-mail Address: rene.ramirez@hidalgocountyjudge.com	

5. Seventh Minimum Control Measure (MCM) for Municipal Construction Activities

a. Is the Minimum Control Measure for authorization to discharge storm water from municipal construction activities included with the attached SWMP? ☐ Yes ☑ No

b. If you answered "Yes" to 5.a., what are the boundaries within which those activities will occur?

Note: If the boundaries are located outside of the urbanized area, then the entire SWMP must also incorporate the additional areas.

c. Is the discharge or potential discharge from regulated construction activities within the Recharge Zone, Contributing Zone, or Contributing zone within the Transition zone of the Edwards Aquifer? ☐ Yes ☑ No

If the answer is "Yes", please note that a copy of the agency approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the construction storm water pollution prevention plan(s).

6. Discharge Information

a What is the name of the receiving water body(s) from the MS4?

Laguna Madre and Arroyo Colorado

b. What is the classified segment(s) that receives discharges, directly or indirectly, from the small MS4?

SegID 2491 and SegID 2202

c. Are any of the surface water bodies receiving discharges from the small MS4 on the latest EPA-approved CWA § 303(d) list of impaired waters? ☑ Yes ☐ No

If Yes, what is the name of the impaired water body(s) receiving the discharges from the small MS4?

Laguna Madre and Arroyo Colorado Above Tidal

d. Is the discharge into any other MS4 prior to discharge into surface water in the state? ☐ Yes ☑ No
If Yes, what is the name of the MS4 Operator?

7. Edwards Aquifer

Is the discharge or potential discharge from the MS4 within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer? ☐ Yes ☑ No
If the answer is Yes, please note that a copy of the agency approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) for activities also regulated under this general permit must be either included or referenced in the SWMP.

8. Public Participation Process

The Office of Chief Clerk will send the operator or person responsible for publishing notice, the notice of the executive director's preliminary determination of the NOI and SWMP, for publishing in a newspaper of largest circulation in the county where the small MS4 is located. If multiple counties, notice must be published at least once in the newspaper of largest circulation in the county containing the largest resident population.

The applicant must file with the Chief Clerk a copy of an affidavit of the publication within 60 days of receiving the written instructions from the Office of Chief Clerk.

a. I will comply with the Public Participation requirements described in Part II.D.12 of the general permit. ☑ Yes ☐ No
If No, coverage under this general permit is not obtainable.

b. Who is the person responsible for publishing notice of the executive director's preliminary determination on the NOI and SWMP? (Note: All contact information requested below is required.)

Name: Rene A. Ramirez	Title: County Judge	Company: Hidalgo County
Address: 100 E. Cano	Suite No./Bldg. No./Mail Code:	
City: Edinburg	State:	ZIP Code: 78539
Phone No.: (956) 318-2600	Extension:	
Fax No.: (956) 318-2699	E-mail Address: rene.ramirez@hidalgocountyjudge.com	

c. What is the name and location of the public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be viewed?

Name of Public Place: Hidalgo County Administration Building

Address of Public Place: 100 E. Cano Edinburg, Texas 78539

County of Public Place: Hidalgo County

E. CERTIFICATION

Check "Yes" to the certifications below. **Failure to indicate "Yes" to ALL items may result in denial of coverage under the general permit.**

I certify that I have obtained a copy and understand the terms and conditions of the general permit TXR040000.	☑ Yes
I certify that the small MS4 qualifies for coverage under the general permit TXR040000.	☑ Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	☑ Yes
I understand that permits active on September 1st of each year will be assessed an Annual Water Quality Fee.	☑ Yes

Operator Certification:

I, Rene A. Ramirez (Typed or printed name) Hidalgo County Judge (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature:_____ Date:_____

(Use blue ink)

Did you complete everything? Use this checklist to be sure!

Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

	Customer GP Notice of Intent Checklist **TXR040000**
√	This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the permit. (See NOI Process description in the Instructions)
☐	Application Fee was paid through EPAY and payment voucher is attached or the Payment Submittal Form with payment was mailed to TCEQ Cashier's office. DO NOT MAIL THE PAYMENT WITH THE ORIGINAL NOI. **Note: Use ePay to pay the application fee. It helps to streamline processing of your application.**
	OPERATOR INFORMATION - Confirm each item is complete:
☑	√ Customer Number (CN) issued by TCEQ Central Registry
☑	Operator Mailing Address is complete & verifiable with USPS. www.usps.com
☑	Phone Numbers/E-mail Address
☑	Type of Operator (Entity Type)
☑	Number of Employees
☑	Billing Address is complete & verifiable with USPS. www.usps.com
	REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:
☑	√ MS4 Name/Regulated Entity Name
☑	Site Description
☐	Latitude and Longitude www.tceq.state.tx.us/gis/drgview.html or www.terraserver.microsoft.com/advfind.aspx.
☑	Business description
☑	Site Mailing Address (checked same as operator or provided a complete & USPS verifiable address. www.usps.com)
	GENERAL CHARACTERISTICS - Confirm each item is complete:
☑	√ Indian Country Lands –the facility is not on Indian Country Lands
☑	Standard Industrial Classification (SIC) code www.osha.gov/oshstats/sicser.html
☑	Qualifying TCEQ "Designated" Small MS4
☐	Minimum Control Measure (MCM) for Municipal Construction Activities N/A
☑	Discharge Information (receiving water body, segment no., impaired water body(s) and MS4 Operator)
☑	Edwards Aquifer Rule
☑	Public Participation Information
☑	CERTIFICATION Certification statements have been checked indicating "Yes" Signature meets 30 Texas Administrative Code (TAC) §305.44 and is original and has been provided for the Operator.
☑	Storm Water Management Program (SWMP) and completed SWMP Cover Sheet are attached to the NOI.

AI-22830 **13.A.**

County Clerk's Office - Arturo Guajardo, Jr.

CC REGULAR

Date:	09/14/2010
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

1. Public Hearing regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code;

2. Approval/acceptance of County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code.

BACKGROUND

Published in the newspaper on August 29, 2010.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact at this time.

Attachments

Link: Notice

Link: Record Archive Plan

Link: Local Government Code 118.025

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/07/2010 11:39 AM	APRV
2	Sylvia Solis	Sylvia Solis	09/07/2010 04:07 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 11:18 AM	APRV
4	Purchasing Department	Marty Salazar	09/10/2010 12:00 PM	APRV

Form Started By: Rene Perez — Started On: 09/07/2010 09:41 AM

Final Approval Date: 09/10/2010

The Monitor, www.themonitor.com | Sunday, August 29, 2010

PUBLIC HEARING

COUNTY OF HIDALGO COUNTY CLERK'S RECORDS ARCHIVE PLAN

NOTICE is hereby given that a public hearing will be held on **Tuesday, September 14, 2010** at **9:00 a.m.** in the Commissioners' Court of Hidalgo County, regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code, first floor of the Administration Building, 100 East Cano, Edinburg, Texas.

Hidalgo County Clerk's Records Archive Plan

(AS PER SECTION 118.025 (G) of the Local Government Code)

Whereas the Texas State Legislature found, that the deterioration of public documents in the offices of the county clerks constituted a threat to the integrity and reliability of the existing system for preserving documents,

And whereas, the purpose of the their Act was to impose a fee for filing public documents in the offices of the county clerks in order to provide funds to be used to preserve existing public documents,

The Hidalgo County Clerk's Office seeks to preserve and restore all of their public documents as defined by subsection 2 of section 118.025 of the Local Government Code. The documents included are listed, but are not limited to the following:

Marriage Records	Deed Records	Civil Records
Birth Records	Assumed Name	DD-214 Military Discharge
Cattle Brand Records	Records	Criminal Records
Death Records	Subdivision Maps	Probate Records
Official Records	Commissioners Court Minutes	Bail Bond Records

In order to satisfy the requirements of this statue, the Hidalgo County Clerk's Office seeks to use the latest in technological advances to preserve and restore all aforementioned records. In order to accomplish this we will require, various tools, services, and resources. Some of the required resources are listed, but not limited to,

Personnel, facilities, services, repairs, equipment, tools, hardware, software, and general supplies needed for the creation, use, maintenance, retention, preservation, restoration of records.

Copying services including personnel, hardware and software, plus any required office equipment need to fulfill this service to operate effectively and efficiently (copy machines, paper supplies, etc…).

Scanning services including personnel, along with any hardware and software equipment required to operate the storage facility.

Re-indexing services including personnel, and any computer hardware and software equipment required to fulfill these services.

Shrink wrapping, printing, binding services, and or materials required to accomplish these types of services to better preserve and restore the integrity of its records.

Document storage services including shelving, boxes, other types of storage containers and computer technologies capable of tracking documents within the facility more effectively and efficiently.

Microfilm production, conversion and storage services also the equipment as required to accomplish these services.

The County Clerk Document Storage Facility will be maintained in compliance with the Texas Library of Archives' document storage standards. Facility will be equipped with equipment required for operating efficiently and effectively (i.e., ladders, lifts, dollies, etc…).

Transportation service, including fuel, maintenance, and repairs.

Document warehousing services including personnel, building renovations or leases, to include outfitted the warehouse with climate control to meet the Texas Library of Archive standards.

Safety and First Aid equipment to keep personnel working in a safe environment.

General Office supplies and equipment, including computer equipment with the appropriate hardware and software required to operate the storage facility.

The ability to acquire emerging technologies that could assist in the restoration and preservation of our records.

Any items not covered specifically under this plan are referenced per object code, in the Hidalgo County Auditors Object Code and Description Guidelines Manual, Paragraph I – VIII, Object Codes 111 – 899.

§ 118.025. COUNTY CLERK'S RECORDS ARCHIVE.

Text of section effective until Sept. 1, 2008

(a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) suspends or reduces the deterioration of public documents; or

(B) provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., ch. 804, § 7.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioners court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) The county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the

hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioners court in a public meeting.

(j) Any excess funds generated from the collection of a fee under this section remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by Section 118.0216. The commissioners court of a county may not order the collection of a fee authorized by this section after the county records archive preservation and restoration is complete.

(k) Repealed by Acts 2005, 79th Leg., ch. 804, § 7.

Added by Acts 2001, 77th Leg., ch. 794, § 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, § 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, § 3(32), eff. Sept. 1, 2003; Acts 2005, 79th Leg., ch. 804, § 1, 7, eff. June 17, 2005.

AI-22862 **14.B.**

HRSA Notice of Grant Award

CC REGULAR

Date:	09/14/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor.
2. Discussion and action on notice of Grant Award from Department of Health and Human Services Health Resources and Services Administration (HRSA) in the amount of $376,200.00, to be used for the development and procurement of a Community Mobile Clinic to be assigned to Hidalgo County Health & Human Services Department.

BACKGROUND

Funding to be received upon submission of required information and electronic registration to the HRSA's Electronic Handbook.

Project Period: 9/1/10 to 8/31/15

Award# C76HF19799-01-00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Discussion and action on notice of grant award & Certification of Revenues.

Budget appropriations will be submitted at a later date.

Attachments

Link: Certification of Revenues

Link: HRSA Grant

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 01:07 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/10/2010 02:29 PM	APRV
3	Auditor's Office		09/10/2010 04:54 PM	NEW
Form Started By: Josie Escalante			Started On: 09/08/2010 12:00 PM	

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 9, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Texas Department of State Health Services (DSHS) – Health Resources and Services Administration (HRSA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$376,200.00	C76HF19799-01-00 Health Care and Other Facilities

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/9/10
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.

1. DATE ISSUED: 08/20/2010	2. PROGRAM CFDA: 93.887	
3. SUPERCEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.		
4a. AWARD NO.: 1 C76HF19799-01-00	4b. GRANT NO.: C76HF19799	5. FORMER GRANT NO.:
6. PROJECT PERIOD: FROM: 09/01/2010 THROUGH: 08/31/2015		
7. BUDGET PERIOD: FROM: 09/01/2010 THROUGH: 08/31/2015		

DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH RESOURCES AND SERVICES ADMINISTRATION

HRSA

NOTICE OF GRANT AWARD
AUTHORIZATION (Legislation/Regulation)
The Consolidated Appropriations Act of 2008, P.L.110-161
P.L.111-8
Consolidated Appropriations Act, 2010 (P.L. 111-117)

8. TITLE OF PROJECT (OR PROGRAM): Health Care and Other Facilities

9. GRANTEE NAME AND ADDRESS:
Hidalgo County Health & Human Services
1304 South 25th Avenue
Edinburg, TX 78542-7205

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Eduardo Olivarez
Hidalgo County Health & Human Services
1304 South 25th Avenue
Edinburg , TX 78542-7205

11. APPROVED BUDGET: (Excludes Direct Assistance)

[X] Grant Funds Only

[ ] Total project costs including grant funds and all other financial participation

a. Salaries and Wages:	$ 0.00
b. Fringe Benefits:	$ 0.00
c. Total Personnel Costs:	$ 0.00
d. Consultant Costs:	$ 0.00
e. Equipment:	$ 374,417.00
f. Supplies:	$ 0.00
g. Travel:	$ 0.00
h. Construction/Alteration and Renovation:	$ 0.00
i. Other:	$ 1,783.00
j. Consortium/Contractual Costs:	$ 0.00
k. Trainee Related Expenses:	$ 0.00
l. Trainee Stipends:	$ 0.00
m. Trainee Tuition and Fees:	$ 0.00
n. Trainee Travel:	$ 0.00
o. TOTAL DIRECT COSTS:	$ 376,200.00
p. INDIRECT COSTS: (Rate: % of S&W/TADC)	$ 0.00
q. TOTAL APPROVED BUDGET:	$ 376,200.00
i. Less Non-Federal Resources:	$ 0.00
ii. Federal Share:	$ 376,200.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

a. Authorized Financial Assistance This Period	$ 376,200.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	$ 0.00
ii. Offset	$ 0.00
c. Unawarded Balance of Current Year's Funds	$ 0.00
d. Less Cumulative Prior Award(s) This Budget Period	$ 0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$ 376,200.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not Applicable	

14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	$ 0.00
b. Less Unawarded Balance of Current Year's Funds	$ 0.00
c. Less Cumulative Prior Awards(s) This Budget Period	$ 0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	$ 0.00

15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A]

Estimated Program Income: $ 0.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [X] Yes [ ] No)

Electronically signed by Dorothy M. Kelley, Grants Management Officer on: 08/20/2010

17. OBJ. CLASS: 41.61	18. CRS-EIN: 1746000717A5	19. FUTURE RECOMMENDED FUNDING:

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE	SUB ACCOUNT CODE
10-3880581	93.887	10C76HF19799	$ 376,200.00	$ 0.00	N/A	N/A

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NGA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NGA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit https://grants.hrsa.gov/webexternal/login.asp to use the system. Additional help is available online and/or from the HRSA Call Center at 1-877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Conditions:

1. Due Date: Within 30 days of Award Issue Date
   Within 30 days of this Notice of Grant Award, please provide the Division of Grants Management Operations a description of items for the $1,783 in misc funds. Please upload the required documentation into the HRSA Electronic Handbooks.

Grant Specific Terms:

1. Based on total project costs, the draw down percentage for this project is 100%. Grant funds can only be drawn down from the Payment Management System (PMS) as costs are incurred, and it is strongly recommended that the draw down be done in the same proportion as the grant is to total project costs.
2. Project description: The HCOF grant funds will be used to purchase equipment

   Project location: (Edinburg, TX)

   The grantee agrees to:

   1. Purchase the equipment specified in the application. The grantee may change individual items without HRSA prior approval as long as they are within the approved project description.

   2. Request prior approval from the DGMO, HRSA to use grant funds for anything other than approved equipment.

   3. Meet in a timely fashion any conditions of award accompanying this grant award.

Standard Terms:

1. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at http://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.

2. The **HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed** by nongovernmental sources.

3. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:

   (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR

   (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item

   ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.

4. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Grant Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

   In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds $100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or $250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is $200,000, if the total approved budget is $300,000, cumulative changes within that budget period exceeding $75,000 would require prior approval). For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding $25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

5. **Payments under this award will be made available through the DHHS Payment Management System (PMS).** PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at www.DPM.PSC.GOV.

6. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).

7. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free http://harvester.census.gov/sac/facconta.htm

8. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/ocr/lep/revisedlep.html.

9. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000,as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Grant Award to obtain a copy of the Term.

Reporting Requirements:

1. Due Date: Within 90 days of Budget End Date
   The grantee must submit a Federal Financial Report (FFR) within 90 days after the budget period end date. This report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbook (EHB).
2. Due Date: Quarterly (Calendar Year) Beginning: 01/01/2011 Ending:Project End Date
   The grantee will submit annual progress reports through the HRSA Electronic Handbooks.

   For questions contact: (301) 443-3665; email: hcofta@hrsa.gov
3. Due Date: Within 90 days of Project End Date
   Submit an itemized list of the equipment items purchased with grant funds. This list must be uploaded into the HRSA Electronic Handbooks. Records for equipment acquired with Federal funds shall be retained for 3 years after final disposition. Please upload the required documentation into the HRSA Electronic Handbooks.
4. Due Date: Within 90 days of Budget End Date
   Scan and upload the following document(s) into the HRSA Electronic Handbooks. A SF 424C budget page showing the actual, final project costs. See page 15 of the following link: http://www.hhs.gov/forms/PHS-5161-1.pdf Please upload the required documentation into the HRSA Electronic Handbooks.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

NGA Email Address(es):
eddie.olivarez@hchd.org;rene.ramirez@hidalgocountyjudge.com
Note: NGA emailed to these address(es)

Contacts:

Program Contact: For assistance on programmatic issues, please contact Jeremy Nelson at:
10-105
HRSA/HSB/DFCR
5600 Fishers Ln
Rockville, MD 20852-1750
Phone: (301)443-8226
Email: JeNelson@hrsa.gov

Division of Grants Management Operations: For assistance on grants administration issues, please contact LaShawna Smith at:
HRSA/OFAM/DGMO
5600 Fishers Ln RM 11A-02
Rockville, MD 20857-0001
Phone: (301)443-4241
Email: lsmith3@hrsa.gov
Fax: (301)443-6343

If description of your Condition or Reporting Requirement specified in the NGA does not include the statement "Please upload the required documentation into the HRSA Electronic Handbooks" then the responses to reporting requirements and conditions must be mailed to the attention of the Office of Grants Management contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the

award document). Failure to follow this guidance will result in a delay in responding to your request.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Health Resources and Services Administration

Budget

FOR HRSA USE ONLY	
App Tracking #	Grant Number
76760	**xxxxx**
Project Number	Project Type
76760-01	**Equipment**
Project Title	
Mobile Health Clinic	

COST CLASSIFICATION	a. Total Cost	b. Not Allowable	c. Total Allowable
1. Administrative and legal expenses			$0.00
2. Land, structures, rights-of-way, appraisals, etc.			$0.00
3. Relocation expenses and payments			$0.00
4. Architectural and engineering fees			$0.00
5. Other architectural and engineering fees			$0.00
6. Project inspection fees			$0.00
7. Site work			$0.00
8. Demolition and removal			$0.00
9. Construction			$0.00
10. Equipment	$374,417.00		$374,417.00
11. Miscellaneous	$1,783.00		$1,783.00
12. SUBTOTAL (sum of lines 1-11)	$376,200.00	$0.00	$376,200.00
13. Contingencies			$0.00
14. SUBTOTAL	$376,200.00	$0.00	$376,200.00
15. Project (program) income			$0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	$376,200.00	$0.00	$376,200.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share. Enter eligible costs from line 16c Multiply X		0%	$376,200.00

AI-22745 **14.C.**

Health & Human Services HS. - Delete one (1) Billing Specialist II & Create one (1) Eligibility Specialist I

CC REGULAR

Date:	09/14/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dairen Sarmiento
Department:	BUDGET & MANAGEMENT
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Human Services Department (1100):
1. Approval to delete one (1) vacant full-time Billing Specialist II position, slot no. 0019, grade level 03.
2. Approval to create one (1) full-time Eligibility Specialist I position, slot no. 0034, grade level 04.
3. Approval of intradepartmental transfer.
4. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 09/07/10, pending intradepartmental transfer.

Attachments

Link: LIT

Link: PARS

Link: revised salary schedule

Link: Job Descriptions

Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	09/07/2010 11:37 AM	APRV
2	Budget & Management	Sylvia Solis	09/08/2010 10:26 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/10/2010 11:26 AM	APRV
4	Sylvia Solis	Sylvia Solis	09/10/2010 11:38 AM	APRV
5	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Sylvia Solis

Started On: 08/30/2010 04:00 PM

Final Approval Date: 09/10/2010

DATE: September 7, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Human Services

ACCOUNT NUMBER: 0-1100-444-00-240-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	TRAVEL OUT OF COUNTY	113	REG F/T EMPLOYEES	524.25
583	TRAVEL OUT OF COUNTY	220	FICA	40.10
583	TRAVEL OUT OF COUNTY	230	RETIREMENT	49.91
583	TRAVEL OUT OF COUNTY	250	UNEMPLOYMENT COMP	2.62
			TOTAL	616.88

REASON:
Intradepartmental Transfer to fund the prorated difference in salary and related fringe benefit expenditures for one (1) Eligibility Specialist I position, slot no. 0034.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services (240-001) DATE: 08/30/10

CURRENT POSITION TITLE: Billing Specialist II CURRENT SLOT. #: 0019

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1)	G3 S1	N/A	$ (21,653.00)
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☐ Other FUNDS AVAILABLE FROM DELETION OF POSITION

POSITION TYPE:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

The Pharr Health Clinic will be opening up in late 2010 and I will be sending an Eligibility Specialist II to be located at the facility in order to expand services to the residents of Hidalgo County. However, I currently do not have an Eligibility Specialist I to assist the II and therefore I am requesting to create a Eligibility Specialist I by deleting a Billing Specialist II position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Darren Sarmiento DEPARTMENT HEAD	8/31/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09/09/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services (240-001) DATE: 08/30/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0034

REQUESTED POSITION TITLE: Eligibility Specialist I

REQUEST FOR:

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

POSITION SALARY REQUEST:

ONE (1)	G4 S1	N/A	$ 23,385.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

The Pharr Health Clinic will be opening up in late 2010 and I will be sending an Eligibility Specialist II to be located at the facility in order to expand services to the residents of Hidalgo County. However, I currently do not have an Eligibility Specialist I to assist the II and therefore I am requesting to create a Eligibility Specialist I by deleting a Billing Specialist II position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8/31/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09/09/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-444-00-240-001-0

AI - 22745

HUMAN SERVICES

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	DIRECTOR HUMAN SERVICES	17	6	74,729.00	74,729.00	74,729.00	660.00	0.00	0.00	3,600.00	0.00	78,989.00
0002	113	SUPERVISOR	9	3	36,766.00	36,766.00	36,766.00	660.00	0.00	0.00	0.00	0.00	37,426.00
0003	113	ELIGIBILITY SPECIALIST II	6	8	33,961.00	33,961.00	33,961.00	0.00	0.00	0.00	0.00	0.00	33,961.00
0004	113	ELIGIBILITY SPECIALIST II	6	1	27,276.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	27,276.00
0005	113	BILLING SPECIALIST II	3	11	29,233.00	29,233.00	32,107.00	600.00	0.00	0.00	0.00	0.00	32,707.00
0006	113	BILLING SPECIALIST II	3	11	29,233.00	29,233.00	30,629.00	480.00	0.00	0.00	0.00	0.00	31,109.00
0007	113	ELIGIBILITY SPECIALIST II	6	5	31,096.00	31,096.00	31,096.00	0.00	0.00	0.00	0.00	0.00	31,096.00
0010	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0011	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0012	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	540.00	0.00	0.00	0.00	0.00	30,040.00
0013	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0014	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	600.00	0.00	0.00	0.00	0.00	30,100.00
0015	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	720.00	0.00	0.00	0.00	0.00	30,220.00
0016	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	600.00	0.00	0.00	0.00	0.00	30,100.00
0017	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	360.00	0.00	0.00	0.00	0.00	29,860.00
0018	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	660.00	0.00	0.00	0.00	0.00	30,160.00
		DELETE THE FOLLOWING: ↓											
~~0019~~	~~113~~	~~**BILLING SPECIALIST II**~~	~~3~~	~~1~~	~~21,653.00~~	~~21,653.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0020	113	BILLING SPECIALIST II	3	7	26,201.00	26,201.00	26,201.00	0.00	0.00	0.00	0.00	0.00	26,201.00
0021	113	BILLING SPECIALIST II	3	7	26,201.00	26,201.00	26,201.00	0.00	0.00	0.00	0.00	0.00	26,201.00
0022	113	BILLING SPECIALIST II	3	7	26,201.00	26,201.00	26,201.00	0.00	0.00	0.00	0.00	0.00	26,201.00
0023	113	BILLING SPECIALIST II	3	6	25,443.00	25,443.00	25,500.00	780.00	0.00	0.00	0.00	0.00	26,280.00
0025	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0026	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	300.00	0.00	0.00	0.00	0.00	24,503.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-444-00-240-001-0

AI - 22745

HUMAN SERVICES

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0028	113	ELIGIBILITY SPECIALIST II	6	5	31,096.00	31,096.00	31,096.00	0.00	0.00	0.00	0.00	0.00	31,096.00
0029	113	ELIGIBILITY SPECIALIST II	6	3	29,186.00	29,186.00	29,500.00	0.00	0.00	0.00	0.00	0.00	29,500.00
0030	113	BILLING SPECIALIST II	3	7	26,201.00	26,201.00	26,201.00	360.00	0.00	0.00	0.00	0.00	26,561.00
0031	113	BILLING SPECIALIST II	3	5	24,685.00	24,685.00	24,685.00	0.00	0.00	0.00	0.00	0.00	24,685.00
0032	113	ELIGIBILITY SPECIALIST I	4	0	22,216.00	22,216.00	22,216.00	0.00	0.00	0.00	0.00	0.00	22,216.00
0033	113	HUMAN SERVICES COORDINATOR	13	3	50,019.00	50,019.00	50,019.00	0.00	0.00	0.00	0.00	0.00	50,019.00
0034	**113**	**CREATE THE FOLLOWING: ↓ ELIGIBILITY SPECIALIST I**	**4**	**1**	**23,385.00**	**23,385.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					930,064.00	930,064.00	892,493.00	7,320.00	0.00	0.00	3,600.00	0.00	903,413.00

1. Approval to delete one (1) vacant full-time Billing Specialist II position, slot no. 0019, grade level 03.
2. Approval to create one (1) full-time Eligibility Specialist I position, slot no. 0034, grade level 04.
All personnel actions pending CC approval.

Delete

BILLING SPECIALIST II

GRADE: 03

GENERAL DESCRIPTION

Employee performs mid-level billing work. Work involves collecting, posting, and managing account payments. Employee works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Process all billing transactions

Answers questions from clients regarding accounts

Issue billing adjustments

Performs various collection actions including calling clients by phone, correcting and resubmitting billing to proper entities

Process all past due invoices and failed billing

Indentify, understand, address, and prevent delinquency issues

Ensure all tasks and duties are completed within county guidelines and policies

Conduct research and perform reconciliations on transactions

Tracks all activity with logs, reports, databases, etc.

Maintains strict confidentiality and adheres to all guidelines/requirements

Assists with weekly and monthly billing process

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience in billing. Graduation from a standard senior high school is required. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of MS Word and Excel

Must have strong knowledge of billing and financial concepts

Strong analytical skills

Excellent oral and written communication

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Create

ELIGIBILITY SPECIALIST I

GRADE: 04

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred. Graduation from a high school or equivalent; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 22745

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, September 14, 2010

Summary of request/proposal:
Human Services Department (1100):
1. Approval to delete one (1) vacant full-time Billing Specialist II position, slot no. 0019, grade level 03.
2. Approval to create one (1) full-time Eligibility Specialist I position, slot no. 0034, grade level 04.

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	BILLING SPECIALIST II	0019	113	3	1	21,653.00	0.00	(21,653.00)
1100	ELIGIBILITY SPECIALIST I	0034	113	4	1	0.00	23,385.00	23,385.00
					TOTAL:	21,653.00	23,385.00	1,732.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-444-00-240-001-0- 113	HUMAN SERVICES -	REG F/T EMPLOYEES	$524.25
0-1100-444-00-240-001-0- 211	HUMAN SERVICES -	HEALTH INSURANCE	
0-1100-444-00-240-001-0- 212	HUMAN SERVICES -	LIFE INSURANCE	
0-1100-444-00-240-001-0- 220	HUMAN SERVICES -	FICA	$40.10
0-1100-444-00-240-001-0- 230	HUMAN SERVICES -	RETIREMENT	$49.91
0-1100-444-00-240-001-0- 250	HUMAN SERVICES -	UNEMPLOYMENT COMP	$2.62
0-1100-444-00-240-001-0- 260	HUMAN SERVICES -	WORKER'S COMP	
		2010 Budgetary Impact	$616.88

2011 Budgetary Impact: $2,045.88

Possible Funding Sources: WITHIN DEPT'S BUDGET - PENDING INTRADEPT. TRANSFER

Budget Office Recommendation:

AI-22733 **14.D.**

Health & Human Svc (HD) - Deletion and Creation of positions
CC REGULAR

Date: 09/14/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Health Dept.
Department: BUDGET & MANAGEMENT
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Health Department (1100) & (1293):
1.Approval to delete and/or create the following full time positions:

Health Clinics (1100):							
Action	Program	Slot #	Current Position Title	Proposed Position Title	Current Salary/ Grade	Proposed Salary / Grade	Difference
Delete	340-003	109	RN IV	-	16	-	(58,888.00)
Create	340-003	121	-	Family Nurse Practitioner (Non-classified)	0.00	92,582.00	92,582.00
						Total Adjustment:	33,694.00

2. Approval to delete and/or create the following full time positions:

Border Health Ewids (1293):						
Action	Program	Slot #	Current Position Title	Proposed Position Title	Current Grade	Proposed Grade
Delete	340-028	004	LVN II	-	11	-
Create	340-028	005	-	Bi-National Coordinator	-	11

3. Approval of intradepartmental transfer.
4. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-441-00-340-003-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefit expenditures available as of 09/01/10, pending intradepartmental transfer.

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-10-340-028-2-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: PARs

Link: Job Descriptions

Link: Health Clinic (340-003) - Revised salary schedule

Link: Border Health Ewids (340-028) - Revised salary schedule

Link: Fiscal Note

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	09/01/2010 02:59 PM	APRV
2	Budget & Management	Sylvia Solis	09/08/2010 10:30 AM	APRV
3	Sylvia Solis	Sylvia Solis	09/09/2010 02:35 PM	APRV
4	Auditor's Office	Angela Garcia	09/09/2010 02:38 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	09/10/2010 04:13 PM	APRV
6	Purchasing Department	Angela Garcia	09/10/2010 04:54 PM	APRV

Form Started By: Sylvia Solis Started On: 08/30/2010 08:18 AM

Final Approval Date: 09/10/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Dept. (340-028) DATE: 08/23/10

CURRENT POSITION TITLE: Licensed Vocational Nurse II CURRENT SLOT. #: 028-0004

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

ONE (1)	G11 S1	N/A	$ (40,078.00)
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☒ Other AVAILABLE FUNDS FROM DELETION OF POSITION

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

All grant funded positions approved by the Department of State Health Services (DSHS) require that titles and job descriptions for a particular grant be in line with the Scope of Work (SOW) noted by the grant. When the current Classification and Compensation Plan was approved by Commissioners' Court action, the title for slot no. 0004 above was changed from "Bi-National Surveillance Nurse" to "Licensed Vocational Nurse II" and the job Description was changed to a generic LVN job description. This is a request to delete the LVN II and create a BI-National Coordinator position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/31/10	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Dept. (340-028) DATE: 08/23/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 028-0005

REQUESTED POSITION TITLE: Bi-National Coordinator

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

ONE (1)	N/A	G11 S1	$ 40,078.00
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

Position to be funded from one of the following:

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

☒ Other AVAILABLE FUNDS FROM DELETION OF POSITION

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

All grant funded positions approved by the Department of State Health Services (DSHS) require that titles and job descriptions for a particular grant be in line with the Scope of Work (SOW) noted by the grant. When the current Classification and Compensation Plan was approved by Commissioners' Court action, the title for slot no. 0004 above was changed from "Bi-National Surveillance Nurse" to "Licensed Vocational Nurse II" and the job Description was changed to a generic LVN job description. This is a request to delete the LVN II and create a BI-National Coordinator position.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/31/12	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Dept. (340-003) DATE: 08/23/10

CURRENT POSITION TITLE: Registered Nurse IV CURRENT SLOT. #: 003-0109

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 58,888.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (58,888.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other AVAILABLE FUNDS FROM DELETION OF POSITION

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

The Department is in greater need of a regular full-time Family Nurse Practitioner to serve the patients that come to our clinics with issues beyond the normal clinical concerns that our RN's & LVN's can attend to. These patients have been seen by 2 part-time contracted Nurse Practitioners whose contract expired this summer. A decision was made to not renew the contracts because of work related problems that we have dealt with through the years. Therefore, our request at this time is to create a Family Nurse Practitioner at grade level 21.

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

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

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

Vacant slot #0109, Registered IV position, with a budgeted $58,880.00 salary would be combined with the $86,400.00 budgeted funds utilized to cover the statements submitted by the 2 part-time Nurse Practitioners to fund the Family Nurse Practitioner position. These funds are currently within our Health Clinics (003) budget, object codes 113 and 331 respectively. This request would result in a net annual savings of $30,000.00.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8-31-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Health & Human Services Dept. (340-003) DATE: 08/23/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 003-0121

REQUESTED POSITION TITLE: Family Nurse Practitioner

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 92,582.00 (Proposed Budgeted Salary) $ 92,582.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other AVAILABLE FUNDS FROM DELETION OF REGISTERED NURSE IV POSITION

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

The Department is in greater need of a regular full-time Family Nurse Practitioner to serve the patients that come to our clinics with issues beyond the normal clinical concerns that our RN's & LVN's can attend to. These patients have been seen by 2 part-time contracted Nurse Practitioners whose contract expired this summer. A decision was made to not renew the contracts because of work related problems that we have dealt with through the years. Therefore, our request at this time is to create a Family Nurse Practitioner position.

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

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

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

Vacant slot #0109, Registered IV position, with a budgeted $58,880.00 salary would be combined with the $86,400.00 budgeted funds utilized to cover the statements submitted by the 2 part-time Nurse Practitioners to fund the Family Nurse Practitioner position. These funds are currently within our Health Clinics (003) budget, object codes 113 and 331 respectively. This request would result in a net annual savings of $30,000.00.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	8-31-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Delete

LICENSED VOCATIONAL NURSE II

GRADE: 11

GENERAL DESCRIPTION

This position provides routine (journey-level) vocational nursing work. Work involves providing for the care, treatment, and general welfare of patients; May train others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares nursing and medical summaries

Administers medication orally, rectally, internally, or by injection

Monitors patients for treatments and procedures

Monitors patients' temperature, pulse, and respiration

Collects specimens for laboratory examination

Counsels patients with specific health goals

Conducts appropriate screening tests

Applies principles and practices to assess, prevent, and control diseases

Maintains records pertaining to medication, deaths, illnesses, and the transfer of patients

Makes rounds or home visits

May participate in conducting therapeutic programs

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three to four (3-4) years of experience in nursing work; Graduation from a standard senior high school or equivalent or from an approved vocational or practical nursing education program is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of nursing procedures and techniques

Ability to provide patient medical care, to prepare and maintain records, and to train others

Registration, Certification, or Licensure

Must be licensed as a Licensed Vocational Nurse by the State of Texas or in a party state that recognizes reciprocity through the Nurse Licensure Compact

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Create

BINATIONAL COORDINATOR

GRADE: 11

GENERAL DESCRIPTION

Under the supervision of the Public Health Emergency Preparedness Coordinator, with overall administered by Public Health Chief Administrative Officer, responsible for the overall management of the Early Warning Infectious Diseases Surveillance (EWIDS) Grant. Participates as the lead for the EWIDS Team for binational public health preparedness and response to all-hazards events. Supports the Public Health Emergency Preparedness Division activities. Shall respond to all all-hazard and bio-terrorism events or large disease outbreaks and other Public Health emergencies anywhere in the border of the State of Texas and Mexico. Duties are performed with minimal supervision and with considerable latitude for use of initiative and independent judgment. This position is subject to funding availability.

EXAMPLES OF WORK PERFORMED

Knowledge of public health principles and practices, laws, and regulations, scientific management, information systems, civil service systems organizational development, and systems analysis.

Assists with EWIDS budget development and fiscal management. Responsible for quarterly reports, maintain grant backup information, submit support vouchers, and work with EWIDS budget.

Fulfills EWIDS grant goals and activities as per work plan guidance.

Prepares and responds under Health Department guidance to public health threats whether natural or manmade.

Establishes and maintains positive working relationships with binational private, public and state/federal agencies for public health response.

Conduct public relations, with the ability to communicate effectively verbally and in writing with public, staff, partners, and stakeholders

Assist with all written reports and correspondence, implement changes, resolve conflict, and solve problems with staff

Assists in conducting case/contact surveillance investigations for notifiable conditions on binational cases following established chains of communication.

Participates in epidemiological studies, surveillance projects and case/contact investigations.

Work with Department of State Health Services and Region 11 to implement changes to improve surveillance activities along the border and fulfill grant requirements.

Work with Binational Contact database.

Works with the Epidemiologist to reviews program data for public health implications in the community and analyze assessment data to identify potential and actual health risks.

Attends stakeholders and partners meetings regularly to develop working relations with reporting entities.

Makes visits with healthcare providers to ensure knowledge of reporting requirements.

Responsible for documenting accuracy of training of health care providers' knowledge of reporting procedures and requirements.

Performs investigative, advisory and educational activities for public health preparedness and response activities.

Participates in binational training, planning, development, interpretation and assessment of natural or simulated responses (exercise/drills).

The work involves research, analysis, writing, editing, production and coordination of materials to inform and educate the public about public health emergency preparedness, bio-terrorism, and infectious diseases.

May be required to travel into Mexico for stakeholder/partner meetings, trainings and conferences.

May be required to work other than normal hours including weekends and holidays

Must provide your own dependable transportation (automobile)

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education:

Bachelors Degree in Public Health Care Administration, Business Administration, Public Health Administration or a related field. Two years of experience in emergency management, public health/community planning, or other related work experience required.

Knowledge, Skills, and Abilities:

Texas Public Health laws, especially those that govern the control and reporting of notifiable conditions

Infection control practices and measures.

Basic epidemiology.

Oral and verbal proficiency in English and Spanish required.

Skills in using word processing, database, spreadsheet and graphic software packages including Word Perfect, Word, Excel, and Power Point.

Organize and prioritize workload and meet deadlines.

Assemble, summarize and interpret pertinent technical literature.

Work independently, exercising sound judgment.

Initiate projects and work on multiple projects at the same time.

Supervise and train staff.

Familiar with HIPAA, work discreetly and maintain confidentiality.

Certificates, Licenses, Registrations:

Must possess a current valid Texas Motor Vehicle Operator's License
Must be able to be insured by County Insurance carrier

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- Sitting/standing for extended periods of time
- frequent standing, bending and reaching
- operating assigned equipment
- required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B, H1N1)

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others
- required to follow the Hidalgo County Accident Prevention Plan and departmental safety regulations

Delete

REGISTERED NURSE IV

GRADE: 16

GENERAL DESCRIPTION

Performs advanced (senior-level) nursing work; Work involves planning, developing, coordinating, and evaluating nursing activities and providing for the care and treatment of patients; May plan, assign, and/or supervise the work of others; Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Plans, develops, coordinates, and evaluates nursing activities and makes recommendations for improvements

Plans, develops, implements, and monitors program operations

Develops, reviews, revises, and explains health care program policies and procedures

Develops and implements quality assurance programs and processes

Develops in-service training and educational programs

Administers or oversees the administration of medication, immunizations, and treatment, and observes patients for unusual symptoms and reactions

Makes hospital rounds to ensure that prescribed methods and procedures are followed

Evaluates nursing services through the analysis of statistical studies and performance evaluation reports

Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, and quality of service

Provides consultation, training, and technical assistance to agency staff, care recipients, provider agencies, and the medical community

May conduct inspections, certifications, surveys, and investigations of health care facilities to determine compliance with state and federal laws, regulations, and rules

May plan, assign, and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years experience in nursing work; Graduate from an accredited four-year college or university with major course work in nursing or from an accredited nursing program is generally preferred. Two (2) years experience maybe substituted for one (1) year of education.

Knowledge, Skills, and Abilities

Knowledge of nursing techniques and procedures, health care laws and regulations, medical diagnoses and procedures, accepted medical treatment patterns, community health and nursing care principles, practices, and procedures, program regulations and procedures, and utilization review and control measures

Ability to provide patient care, prepare and maintain records, and explain public health law

Ability to organize, coordinate, and evaluate nursing activities and delivery of public health services

Ability to interpret policies and procedures, interpret health care regulations, recognize patterns of medical necessity treatment, and to plan, assign, and/or supervise the work of others

Must be registered as a Registered Nurse by the State of Texas or a state that recognizes reciprocity through the Nurse Licensure Compact

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

Create

FAMILY NURSE PRACTITIONER

GRADE: 21

GENERAL DESCRIPTION

Performs highly advanced (senior-level) clinical nursing work; Work involves assessing, planning, and providing comprehensive patient care independently or in collaboration with health care professionals; May plan, assign, and/or supervise the work of others; Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs related work as assigned

Provides specialized consultation, training, and technical assistance to agency staff, care recipients, provider agencies, and the medical community

Plans, implements, and evaluates nursing care consistent with medical care prescribed by a physician

Initiates or modifies medical treatment when and to the extent authorized by the treating physician

Creates and maintains accurate records, reports, and legal documents

Manages primary acute or chronic care in collaboration with health team members

Identifies problems and makes suggestions for change to facilitate continuity of patient care, meeting patient needs and the mission of a health care facility

Evaluates nursing services through the analysis of statistical studies and performance evaluation reports

Develops in-service training and educational programs

Develops and participates in quality assurance programs

Reviews medical records and patient assessments to determine compliance with policies and procedures, correctness of assessment, or quality of service

May plan, assign, and/or supervise the work of others

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) years experience in nursing work; Graduation from an accredited four-year college or university with a master's degree in nursing or a related field is generally preferred.

Knowledge, Skills, and Abilities

Knowledge of nursing techniques, principles, and procedures; of health care laws and regulations; of community health care principles, practices, and procedures; and of principles, methods, and procedures for the delivery of medical evaluation, diagnosis, and treatment

Ability to organize, coordinate, and evaluate nursing activities and delivery of health services; to explain public health law; to communicate effectively; and to plan, assign, and/or supervise the work of others

Registration, Certification, or Licensure

Must be registered as a Registered Nurse in the State of Texas or in a party state that recognizes reciprocity through the Nurse Licensure Compact; must be approved by the Board of Nurse Examiners for the State of Texas to practice as an advanced practice nurse

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-441-00-340-003-0

AI - 22733

HEALTH CLINICS

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	MIDWIFE	21	3	92,582.00	92,582.00	92,582.00	360.00	0.00	0.00	0.00	0.00	92,942.00
0002	113	FAMILY NURSE PRACTITIONER	21	2	89,554.00	89,554.00	89,554.00	0.00	0.00	0.00	0.00	0.00	89,554.00
0003	113	DIRECTOR OF NURSING	19	3	79,374.00	79,374.00	79,374.00	840.00	0.00	0.00	0.00	0.00	80,214.00
0004	113	BUDGET MANAGER II	17	5	72,503.00	72,503.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	ASSISTANT DIRECTOR OF NURSING	17	4	70,277.00	70,277.00	70,277.00	720.00	0.00	0.00	0.00	0.00	70,997.00
0006	113	DIRECTOR OF OPERATIONS	16	5	67,132.00	67,132.00	67,322.00	720.00	0.00	0.00	0.00	0.00	68,042.00
0007	113	REGISTERED NURSE IV	16	3	63,010.00	63,010.00	61,828.00	300.00	0.00	0.00	0.00	0.00	62,128.00
0008	113	REGISTERED NURSE IV	16	1	58,888.00	58,888.00	59,374.00	1,200.00	0.00	0.00	0.00	0.00	60,574.00
0009	113	REGISTERED NURSE IV	16	1	58,888.00	58,888.00	59,374.00	900.00	0.00	0.00	0.00	0.00	60,274.00
0010	113	REGISTERED NURSE IV	16	1	58,888.00	58,888.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	REGISTERED NURSE IV	16	1	58,888.00	58,888.00	59,374.00	840.00	0.00	0.00	0.00	0.00	60,214.00
0012	113	REGISTERED NURSE IV	16	0	55,944.00	55,944.00	55,944.00	0.00	0.00	0.00	0.00	0.00	55,944.00
0013	113	REGISTERED NURSE IV	16	1	58,888.00	58,888.00	59,374.00	720.00	0.00	0.00	0.00	0.00	60,094.00
0014	113	REGISTERED NURSE IV	16	1	58,888.00	57,513.00	57,513.00	660.00	0.00	0.00	0.00	0.00	58,173.00
0015	113	REGISTERED NURSE III	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	0.00	0.00	55,788.00
0016	113	REGISTERED NURSE III	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	0.00	0.00	55,788.00
0017	113	REGISTERED NURSE III	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	0.00	0.00	55,788.00
0018	113	HR COORDINATOR II	13	8	58,199.00	48,199.00	48,200.00	1,440.00	0.00	0.00	0.00	0.00	49,640.00
0019	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0020	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	420.00	0.00	0.00	0.00	0.00	43,909.00
0021	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	540.00	0.00	0.00	0.00	0.00	44,029.00
0022	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0023	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	0.00	0.00	0.00	0.00	0.00	43,489.00
0024	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	960.00	0.00	0.00	0.00	0.00	44,449.00
0025	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	360.00	0.00	0.00	0.00	0.00	43,849.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-441-00-340-003-0

AI - 22733

HEALTH CLINICS

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	
0026	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	43,489.00	300.00	0.00	0.00	0.00	0.00	43,789.00
G027	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	41,481.00	41,481.00	1,260.00	0.00	0.00	0.00	0.00	42,741.00
0028	113	SYSTEM SUPPORT SPECIALIST I	11	1	40,078.00	40,078.00	40,078.00	360.00	0.00	0.00	0.00	0.00	40,438.00
0029	113	TB RECORD MANAGER	10	2	38,408.00	38,408.00	38,408.00	1,320.00	0.00	0.00	0.00	0.00	39,728.00
0030	113	BILLING SPECIALIST V	9	2	35,563.00	35,563.00	35,563.00	1,320.00	0.00	0.00	0.00	0.00	36,883.00
0031	113	BILLING SPECIALIST IV	7	3	31,520.00	31,520.00	31,907.00	720.00	0.00	0.00	0.00	0.00	32,627.00
0032	113	MEDICAL TECHNICIAN II	7	3	31,520.00	31,520.00	31,520.00	1,260.00	0.00	0.00	0.00	0.00	32,780.00
0033	113	MEDICAL TECHNICIAN I	5	5	28,792.00	28,792.00	28,792.00	480.00	0.00	0.00	0.00	0.00	29,272.00
0034	113	MEDICAL TECHNICIAN I	5	2	26,140.00	26,140.00	26,143.00	660.00	0.00	0.00	0.00	0.00	26,803.00
0035	113	CLERK III	5	1	25,256.00	25,256.00	25,564.00	1,080.00	0.00	0.00	0.00	0.00	26,644.00
0036	113	CLERK III	5	1	25,256.00	25,256.00	25,563.00	0.00	0.00	0.00	0.00	0.00	25,563.00
0037	113	CLERK III	5	1	25,256.00	25,256.00	25,563.00	1,320.00	0.00	0.00	0.00	0.00	26,883.00
0038	113	CLERK III	5	1	25,256.00	25,256.00	25,563.00	0.00	0.00	0.00	0.00	0.00	25,563.00
0039	113	CLERK III	5	1	25,256.00	25,256.00	25,563.00	540.00	0.00	0.00	0.00	0.00	26,103.00
0040	113	CLERK III	5	1	25,256.00	25,256.00	25,533.00	1,440.00	0.00	0.00	0.00	0.00	26,973.00
0041	113	CLERK III	5	1	25,256.00	25,256.00	25,256.00	1,080.00	0.00	0.00	0.00	0.00	26,336.00
0042	113	LABORATORY TECHNICIAN	4	3	25,021.00	25,021.00	25,021.00	540.00	0.00	0.00	0.00	0.00	25,561.00
0043	113	COURIER	2	7	24,261.00	24,261.00	24,261.00	900.00	0.00	0.00	0.00	0.00	25,161.00
0044	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	660.00	0.00	0.00	0.00	0.00	24,660.00
0045	113	CLINIC AIDE II	3	4	23,927.00	23,927.00	24,000.00	1,200.00	0.00	0.00	0.00	0.00	25,200.00
0046	113	CLINIC AIDE II	3	4	23,927.00	23,927.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0047	113	INVENTORY SPECIALIST I	4	2	24,203.00	24,203.00	24,203.00	420.00	0.00	0.00	0.00	0.00	24,623.00
0048	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0049	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0050	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-441-00-340-003-0

AI - 22733

HEALTH CLINICS

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	
0051	113	CLINIC AIDE II	3	0	20,570.00	20,570.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0052	113	CLINIC AIDE II	3	0	20,570.00	20,570.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0053	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0055	113	CLINIC AIDE II	3	4	23,927.00	23,927.00	24,000.00	420.00	0.00	0.00	0.00	0.00	24,420.00
0056	113	CLINIC AIDE II	3	4	23,927.00	23,927.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0057	113	CLERK II	3	4	23,927.00	23,927.00	24,000.00	420.00	0.00	0.00	0.00	0.00	24,420.00
G058	113	PUBLIC HEALTH SPECIALIST	9	3	36,766.00	18,155.00	18,155.00	0.00	0.00	0.00	0.00	0.00	18,155.00
G060	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	13,864.00	13,864.00	1,080.00	0.00	0.00	0.00	0.00	14,944.00
G061	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	13,256.00	13,863.00	300.00	0.00	0.00	0.00	0.00	14,163.00
G062	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	13,863.00	13,863.00	300.00	0.00	0.00	0.00	0.00	14,163.00
G063	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	14,207.00	14,207.00	300.00	0.00	0.00	0.00	0.00	14,507.00
G064	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	11,430.00	11,430.00	0.00	0.00	0.00	0.00	0.00	11,430.00
G065	113	OUTREACH SPECIALIST I	4	2	24,203.00	11,213.00	11,213.00	420.00	0.00	0.00	0.00	0.00	11,633.00
0066	114	CLERK I	1	1	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G067	113	SOCIAL WORKER	11	4	44,287.00	9,281.00	9,281.00	360.00	0.00	0.00	0.00	0.00	9,641.00
G068	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	9,663.00	9,663.00	360.00	0.00	0.00	0.00	0.00	10,023.00
G069	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	9,663.00	9,663.00	0.00	0.00	0.00	0.00	0.00	9,663.00
G070	113	LICENSED VOCATIONAL NURSE III	13	1	46,747.00	9,664.00	9,664.00	960.00	0.00	0.00	0.00	0.00	10,624.00
G071	113	OUTREACH SPECIALIST II	6	3	29,186.00	8,980.00	8,980.00	1,020.00	0.00	0.00	0.00	0.00	10,000.00
G072	113	REGISTERED NURSE III	14	4	55,788.00	7,574.00	7,576.00	0.00	0.00	0.00	0.00	0.00	7,576.00
G073	113	REGISTERED NURSE III	14	4	55,788.00	7,571.00	7,571.00	0.00	0.00	0.00	0.00	0.00	7,571.00
G074	113	REGISTERED NURSE III	14	4	55,788.00	7,571.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G075	113	OUTREACH SPECIALIST I	4	4	25,839.00	7,980.00	7,980.00	0.00	0.00	0.00	0.00	0.00	7,980.00
G076	113	BILLING SUPERVISOR	11	3	42,884.00	4,804.00	5,163.00	1,560.00	0.00	0.00	0.00	0.00	6,723.00
G077	113	CLERK III	5	1	25,256.00	5,041.00	5,041.00	480.00	0.00	0.00	0.00	0.00	5,521.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-441-00-340-003-0

AI - 22733

HEALTH CLINICS

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	
G078	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	4,830.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G079	113	ELIGIBILITY SPECIALIST I	4	2	24,203.00	24,203.00	4,827.00	0.00	0.00	0.00	0.00	0.00	4,827.00
G080	113	CLERK III	5	1	25,256.00	3,999.00	4,035.00	660.00	0.00	0.00	0.00	0.00	4,695.00
G081	113	BILLING SPECIALIST II	3	4	23,927.00	3,584.00	3,843.00	0.00	0.00	0.00	0.00	0.00	3,843.00
G082	113	SOCIAL WORKER	11	1	40,078.00	4,681.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G083	113	SOCIAL WORKER				6,323.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G084	113	CLINIC AIDE II	3	4	23,927.00	5,331.00	5,404.00	0.00	0.00	0.00	0.00	0.00	5,404.00
G085	113	BILLING SPECIALIST II	3	0	20,570.00	1,999.00	1,999.00	0.00	0.00	0.00	0.00	0.00	1,999.00
G086	113	MAINTENANCE II	3	4	23,927.00	2,491.00	2,564.00	1,200.00	0.00	0.00	0.00	0.00	3,764.00
G087	113	OUTREACH SPECIALIST I	4	4	25,839.00	1,730.00	1,730.00	660.00	0.00	0.00	0.00	0.00	2,390.00
G088	113	OUTREACH SPECIALIST I	4	4	25,839.00	2,076.00	2,076.00	540.00	0.00	0.00	0.00	0.00	2,616.00
G089	113	ASST TB RECORDS MNGR	4	3	25,021.00	1,658.00	1,658.00	720.00	0.00	0.00	0.00	0.00	2,378.00
G090	113	OUTREACH SPECIALIST I	4	0	22,216.00	500.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00
G092	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	1,856.00	1,856.00	0.00	0.00	0.00	0.00	0.00	1,856.00
G093	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	1,880.00	1,880.00	420.00	0.00	0.00	0.00	0.00	2,300.00
0094	113	CLERK III	5	1	25,256.00	25,256.00	25,563.00	960.00	0.00	0.00	0.00	0.00	26,523.00
G095	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	759.00	759.00	0.00	0.00	0.00	0.00	0.00	759.00
G096	113	COMMUNITY SERVICE AIDE	6	3	29,186.00	757.00	757.00	300.00	0.00	0.00	0.00	0.00	1,057.00
G098	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	0.00	0.00	1,080.00	0.00	0.00	0.00	0.00	0.00
G100	113	HEALTH TECHNICIAN	7	1	29,458.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00
G102	113	RISK COMMUNICATION PLANNER	7	2	30,489.00	0.00	0.00	660.00	0.00	0.00	0.00	0.00	0.00
G103	113	HEALTH TECHNICIAN	7	2	30,489.00	0.00	0.00	540.00	0.00	0.00	0.00	0.00	0.00
G104	113	PUBLIC HEALTH PREP COORD	16	1	58,888.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00
G105	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-441-00-340-003-0

AI - 22733

HEALTH CLINICS

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	
		DELETE THE FOLLOWING: ↓											
~~0109~~	~~113~~	~~REGISTERED NURSE IV~~	~~16~~	~~1~~	~~58,888.00~~	~~58,888.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0110	113	REGISTERED NURSE IV	16	1	58,888.00	58,888.00	58,888.00	0.00	0.00	0.00	0.00	0.00	58,888.00
0111	113	REGISTERED NURSE II	12	5	49,344.00	49,344.00	49,344.00	600.00	0.00	0.00	0.00	0.00	49,944.00
0112	113	MEDICAL TECHNICIAN I	5	2	26,140.00	26,140.00	26,143.00	0.00	0.00	0.00	0.00	0.00	26,143.00
0113	113	MEDICAL TECHNICIAN I	5	2	26,140.00	26,140.00	26,143.00	360.00	0.00	0.00	0.00	0.00	26,503.00
G114	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0115	113	EPIDEMIOLOGIST I	15	2	56,434.00	56,434.00	56,434.00	0.00	0.00	0.00	0.00	0.00	56,434.00
G116	113	CLERK III	5	3	27,024.00	0.00	0.00	480.00	0.00	0.00	0.00	0.00	0.00
G117	113	COMMUNITY LIAISON II	13	2	48,383.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
G118	113	BI-NAT SURVEILLANCE LIAISON	6	0	25,912.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G119	113	DATA ENTRY CLERK III	5	4	27,908.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00
A120	113	OUTREACH SPECIALIST I	4	4	25,839.00	0.00	0.00	480.00	0.00	0.00	0.00	0.00	0.00
		CREATE THE FOLLOWING: ↓											
0121	**113**	**FAMILY NURSE PRACTITIONER**				**92,582.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					4,249,146.00	2,969,826.00	2,594,928.00	47,340.00	0.00	0.00	0.00	0.00	2,637,168.00

1. Approval to delete one (1) vacant full-time Registered Nurse IV position, slot no. 0109, budgeted salary $58,888.00.

2. Approval to create one (1) full-time Family Nurse Practitioner position, slot no. 0121, budgeted salary $92,582.00.

All personnel actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1293-441-10-340-028-2

AI - 22733

BORDER HEALTH EWIDS

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	BI-NAT SURVEILLANCE LIAISON	6	0	25,912.00	25,912.00	25,912.00	0.00	0.00	0.00	0.00	0.00	25,912.00
0002	113	DATA ENTRY CLERK III	5	4	27,908.00	27,908.00	28,250.00	0.00	0.00	0.00	0.00	0.00	28,250.00
		DELETE THE FOLLOWING: ↓											
~~0004~~	~~113~~	~~LICENSED VOCATIONAL NURSE II~~	~~11~~	~~1~~	~~40,078.00~~	~~40,078.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
		CREATE THE FOLLOWING: ↓											
0005	**113**	**Bi-NATIONAL COORDINATOR**	**11**	**1**	**40,078.00**	**40,078.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
					133,976.00	133,976.00	54,162.00	0.00	0.00	0.00	0.00	0.00	54,162.00

1. Approval to delete one (1) vacant full-time Licensed Vocational Nurse II position, slot no. 0004, grade level 11.
2. Approval to create one (1) full-time Bi-National Coordinator position, slot no. 0005, grade level 11.
All personnel actions pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, September 14, 2010 **Agenda Item:** 22733

Summary of request/proposal:
Health & Human Services Dept.
Requesting approval of deletion(s) and creations(s) of the following positions:

HEALTH CLINICS (1100)

Fund	Current Position Title	Proposed Position Title	Slot#	Obj		Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	RN IV	-	0109	113		$58,888.00	$0.00	($58,888.00)
1100	-	FAMILY NURSE PRACTITIONER	0121	113		$0.00	$92,582.00	$92,582.00
					TOTAL:	$58,888.00	$92,582.00	$33,694.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-441-00-340-003-0-	113		HEALTH CLINICS -	REG F/T EMPLOYEES	$10,198.57
0-1100-441-00-340-003-0-	211		HEALTH CLINICS -	HEALTH INSURANCE	
0-1100-441-00-340-003-0-	212		HEALTH CLINICS -	LIFE INSURANCE	
0-1100-441-00-340-003-0-	220		HEALTH CLINICS -	FICA	$780.19
0-1100-441-00-340-003-0-	230		HEALTH CLINICS -	RETIREMENT	$970.90
0-1100-441-00-340-003-0-	250		HEALTH CLINICS -	UNEMPLOYMENT COMP	$50.99
0-1100-441-00-340-003-0-	260		HEALTH CLINICS -	WORKER'S COMP	
				2010 Budgetary Impact	$12,000.65

2011 Budgetary Impact: $39,647.73

Possible Funding Sources: WITHIN DEPT. - PENDING INTRADEPT. TRANSFER

BORDER HEALTH EWIDS (1293)

Fund	Current Position Title	Proposed Position Title	Slot#	Obj	G&S	Current Grade & Step Salary	Adjustment Grade & Step Salary Requested	Total Adjustment/ Salary Requested
1293	LVN II	-	0004	113	G11- S1	$40,078.00	$0.00	($40,078.00)
1293	-	BI-NATIONAL COORDINATOR	0005	113	G11 - S1	$0.00	$40,078.00	$40,078.00
						$40,078.00	$40,078.00	$0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
0-1293-441-10-340-028-2-	113		BORDER HEALTH EWII	REG F/T EMPLOYEES	$0.00
0-1293-441-10-340-028-2-	211		BORDER HEALTH EWII	HEALTH INSURANCE	$0.00
0-1293-441-10-340-028-2-	212		BORDER HEALTH EWII	LIFE INSURANCE	$0.00
0-1293-441-10-340-028-2-	220		BORDER HEALTH EWII	FICA	$0.00
0-1293-441-10-340-028-2-	230		BORDER HEALTH EWII	RETIREMENT	$0.00
0-1293-441-10-340-028-2-	250		BORDER HEALTH EWII	UNEMPLOYMENT COMP	$0.00
0-1293-441-10-340-028-2-	260		BORDER HEALTH EWII	WORKER'S COMP	$0.00
				2010 Budgetary Impact	$0.00

2011 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

DATE: September 1, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Health Clinics

ACCOUNT NUMBER: 0-1100-441-00-340-003-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
331	PHYSICIAN SERVICES	113	REG F/T EMPLOYEES	10,844.05
331	PHYSICIAN SERVICES	220	FICA	829.57
331	PHYSICIAN SERVICES	230	RETIREMENT	1,032.35
331	PHYSICIAN SERVICES	250	UNEMPLOYMENT	54.22
			TOTAL	12,760.19

REASON:
Intradepartmental Transfer to fund the difference in prorated salary and related fringe benefit expenditures for the creation of one (1) Family Nurse Practitioner position, slot no. 0121.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-22846 **15.A.**

City of Mercedes library equipment purchase

CC REGULAR

Date:	09/14/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase Public Services (General) Equipment for the public library through Hidalgo County's membership and participation with Buy Board, approved vendor Gaylord Bros., Inc. (contract #328-09) in the amount of $5,348.17 (quote attached hereto) to include fees and discounts as requested by the City of Mercedes for the Public Library. City of Mercedes UCP Year 23 (2010) Public Services (General) funds will be utilized along with City of Mercedes General Funds.

BACKGROUND

The library equipment (Study Desk) will be purchased to be placed at the public library reference area. Gaylord Bros., Inc. is an approved vendor through the Buy Board, Contract #328-09. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Gaylord Bros., Inc.
Purchase Amount:	$5,348.17
Funds Available:	$4,477.00 Year 23 (2010) Mercedes Public Services (General) funds. $ 871.17 Check No. 095736 from Mercedes General Fund to UCP.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 23 (2010) City of Mercedes Public Services funds will be utilized for the purchase of library equipment.

Attachments

Link: equipment purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management		09/10/2010 12:10 PM	PEND
2	Perla Lopez	Perla Lopez	09/08/2010 02:06 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:30 AM	APRV
4	Purchasing Department	Marty Salazar	09/10/2010 12:10 PM	APRV

Form Started By: Estella Webber Started On: 09/07/2010 03:27 PM

Final Approval Date: 09/10/2010

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

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

Name of Cooperative: BuyBoard **Person Contacted:** Dana Knapp

PURCHASE #1 **Name:** Gaylord Bros. Inc. **Contract No. :** 328-09 **Phone:** 315-634-8302 / 800-469-1592 x 8302

Quantity	Description of Items	Price per Unit	Total Amount
1	Study Carrel Single Faced Harmony 48Hx36Wx31D (Designer Panel)	951.97	951.97
2	Study Carrel Double Faced Harmony 48Hx36Wx61D (Designer Panel)	1,593.75	3,187.50
1	Power Tailgate Delivery	.45.00	45.00
1	Inside Delivery	.01	.01
1	Shipping/Freight	1,163.91	1,163.91
		TOTAL:	5,348.17

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

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

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

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

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

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

Requested by: Olga Rosas **Date** 9/02/2010 **UCP Approval:** _____ **Date** 9-7-10

Gaylord Price Quote #107906-A
2 Double-Sided, 1 Single Sided
This Quote Represents Buyboard Contract #328-09 Pricing

For: **MERCEDES MEMORIAL LIBRARY**
434 S OHIO ST
MERCEDES, TX 78570
Contact: OLGA ROSAS (Acct# 685791)

Phone: 956-565-3114
Fax:
E-mail: OROSAS@CI.MERCEDES.TX.US

Date: 9/3/2010

Gaylord Bros.
P.O. Box 4901
Syracuse, NY 13221-4901
Bids: 800-469-1592
Bids Fax: 800-891-5280

To receive pricing when ordering reference Gaylord Priority Code: 107906

MPC	Product #	Description	Qty	Unit Price	Sub-Total
	MYRCS-D	Carrel Reading Designer Single Faced Harmony 48H x 36W x 31"D {Each}	1	$951.75	$951.75
	MYRCSDF-D	Carrel Reading Designer Double Faced Harmony 48H x 36W x 61"D {Each}	2	$1,593.75	$3,187.50
		Power Liftgate Truck ($45.00) & Inside Delivery ($.01)	1	$45.01	$45.01

Product SubTotal	**$4,184.26**
Shipping and Processing	**$1,163.91**
Estimated Tax	
Other	
Grand Total	**$5,348.17**

Sales tax extra if applicable
Please state color choice when ordering
Terms: Net 30 (Light cherry w/Natural Maple)
FOB Destination (Pre-Paid & Added)

Shipment: 8-10 Weeks ARO
Price Firm Until: 11/30/2010

Gaylord Representative: Dana Knapp Phone ext. 8302

Comments:
Single Carrel Can Be Placed Back-To-Back To Existing Carrel At Library To Make It a "Double". Note: Doubles Cannot Be Converted To "Singles".

ASSEMBLY & INSTALLATION NOT INCLUDED

Vendor Contract Information

Proposal Documents | Back

Vendor: Gaylord Bros Inc
Address: Box 4901
Syracuse, NY 13221
Phone: (800) 448-6160
Contact: Melissa Pienoni
Email: bids@gaylord.com
Website: www.gaylord.com
Federal ID: 57-1164294
Accepts RFQs: Yes
Contract: Instructional Supplies & Equipment #328-09
Effective Date: 11/1/2009
Expiration Date: 10/31/2012
Payment Terms: Net 30 days
Delivery Days: 10
Shipping Terms: See contract exceptions
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
TX09
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Free shipping on all orders over $100.00. Shipping fees will be charged on all furniture items.
Return Policy: Call customer service at 800-448-6160 for return instructions & RA number.

[Log Out]

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Current BuyBoard Vendors

Instructional Supplies & Equipment #328-09

Expires: 10/31/2012

**Abecedarian
American Ceramic Supply Co
BMI Educational Services
**Brooks Duplicator Company
Carolina Biological Supply Co
**Classic School Supply
Coole School Day Planner Systems
Dick Blick Company
Educational Products, Inc.
Essential Skills Software Inc.
Films Media Group
Flocabulary, LLC
Gaylord Bros Inc
Hammond & Stephens, Div. Of Premier Agend
Heinemann-Raintree Classroom
Jarrett Publishing Company
Knowledge Unlimited Inc.
Learning Links, Inc.
**Manning's Supply
**National Educational Systems, Inc.
Oriental Trading Company
Paxton/Patterson LLC
Perfection Learning Corporation
Premier Agendas, Inc.
Pro-Ed, Inc.
Red Brick Learning
S&S Worldwide, Inc.
School Mate
Science Kit, Inc.
Standard Stationery Supply Co
The Learning Patch
**The Student Planner
Wood Etc. Corporation
Zula USA, LLC
AccuCut Services, LLC
Armadillo Clay & Supply
**Brewer Educational Resources
Capital Microscope Services, Inc.
Childcraft Education Corporation
Classroom Products Warehouse
CWK Network, Inc.
**DynaStudy, Inc.
Educators Outlet, Inc.
ETA/Cuisenaire
Fisher Science Education, A Fisher Scientific C
Frey Scientific, a Division of School Specialty
GBC (formerly General Binding Corporation)
Hatch, Inc.
HMH Supplemental Publishers, Inc.
**KAMICO Instructional Media, Inc.
Lakeshore Learning
Learning Services, Inc.
**Mentoring Minds, LP
National Reading Styles Institute
Pacific Learning
PCI Educational Publishing
Pitsco Education
Prentke Romich Company
Rand McNally
Renaissance Learning, Inc.
Sargent-Welch Scientific Company (VWR)
School Specialty Inc. - Sax Arts
Social Studies School Service
Super Duper Publications
**The Schoolhouse Store
**The Write Shop, Inc.
Youth Light, Inc.
Adventures in Learning
Attainment Company
Brodart Company
Career Kids, LLC
**Claridge Products & Equipment, Inc.
Constructive Play Things
D & H Distributing Company
EAI Ed.
Ellison Educational Equipment, Inc.
Examgen, Inc.
Flinn Scientific, Inc.
Frog Street Press Inc.
GF Educators, Inc.
Health Edco (WRS Group)
Innovative Learning Concepts, Inc.
Kaplan Early Learning Company
Laureate Learning Systems
Learning Zone
**Microscope World
NEBRASKA SCIENTIFIC
PASCO scientific
Penn State Industries
**Positive Promotions
Primary Concepts
Rapid Assist Technology, Inc.
Rifton Equipment
Scholastic Book Fairs
School Specialty, Inc. (Inst Supp., Office Pape
Springboards to Education
Teach-Mart
**The Science Lab
Ward's Natural Science, Inc.
Zaner-Bloser, Inc.

Job Order Contracting Proposal #258-07

Expires: 4/30/2012

Jamail & Smith Construction
R. S. Means Company

Lupita V. Garcia

From: Olga Rosas [orosas@ci.mercedes.tx.us]
Sent: Thursday, September 02, 2010 11:28 AM
To: Lupita Garcia
Subject: FY 23 - Mercedes Library

Attachments: Library.pdf

Library.pdf (601 KB)

Good Morning Lupita;

I have attached a request for issuance of a purchase order for the Library equipment, the Quote and the selection of colors. I will placing a request for a check from our Finance Dept. for the difference from the quote. Upon receiving it I will forward it to your office. Thank you.

Olga Irene Rosas
Grants/Fixed Assets Coord.
City of Mercedes
400 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3114, Ext. 129
(956) 565-2209
orosas@ci.mercedes.tx.us

Lupita V. Garcia

From: Lupita V. Garcia [lvgarcia@bizrgv.rr.com]
Sent: Thursday, September 02, 2010 11:45 AM
To: 'Olga Rosas'
Subject: RE: FY 23 - Mercedes Library

I also need all the back up. Contract NO. and Price Quotation Form, and the Website Printout .
As before. Will you be emailing that separate? Please call me. At your earliest convenience. Thank you!

-----Original Message-----
From: Olga Rosas [mailto:orosas@ci.mercedes.tx.us]
Sent: Thursday, September 02, 2010 11:28 AM
To: Lupita Garcia
Subject: FY 23 - Mercedes Library

Good Morning Lupita;

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Olga Irene Rosas
Grants/Fixed Assets Coord.
City of Mercedes
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(956) 565-3114, Ext. 129
(956) 565-2209
orosas@ci.mercedes.tx.us

Librarian
Ma Elena Reyna
565-2371

COLOR:

OF MERCEDES POOLED CASH FUND 400 SOUTH OHIO MERCEDES, TEXAS 78570 CHECK NUMBER 095736

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
02/2010 09/02/20	CITY'S SHARE -STUDY CARRELS		FURNITURE/FIXTURES - LIBRARY	871.17

Acc# 5010-50-0500-5000-5000

STUB TOTAL 871.17

PLEASE DETACH STUB BEFORE DEPOSITING CHECK TOTAL 871.17

END: 03242 CHECK DATE: 9/02/2010 CHECK NO: 95736

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ITY OF MERCEDES

POOLED CASH FUND
400 SOUTH OHIO
MERCEDES, TEXAS 78570

FIRST NATIONAL BANK
MERCEDES, TEXAS

095736

	IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
NK: FNB	VEND: 03242	9/02/2010	95736	871.17

-- EIGHT HUNDRED SEVENTY ONE & 17/100 DOLLARS ----

VOID AFTER 90 DAYS

PAY
O THE
RDER
OF

URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TX 78577

MP

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⑈095736⑈ ⑆114921415⑆ ⑈0074611879⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

received
By: N Vega
on 9-2-10

Lupita V. Garcia

From: Olga Rosas [orosas@ci.mercedes.tx.us]
Sent: Thursday, September 02, 2010 4:42 PM
To: Lupita Garcia
Subject: FY 23 - Mercedes Library

Attachments: Library (2).pdf



Library (2).pdf (824 KB)

Hey Comadre;

I have attached the rest of the documents. I also attached a revised quote with the Buyboard #. Our Finance Director will drop off the check tomorrow on the City share. Should you have any questions please call me. Thanks.

Olga Irene Rosas
Grants/Fixed Assets Coord.
City of Mercedes
400 S. Ohio Ave.
Mercedes, Texas 78570
(956) 565-3114, Ext. 129
(956) 565-2209
orosas@ci.mercedes.tx.us

AI-22898 **15.B.**

Home Rehab contract cancellation

CC REGULAR

Date:	09/14/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Rescind action taken by County Commissioners' Court on August 31, 2010 authorizing award of bid to Hugo De Leon d/b/a De Leon Construction for demolition and reconstruction of home for Maria Luisa G. Galan.

BACKGROUND

Contract was awarded in the amount of $53,000.00.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 04:19 PM	APRV
2	Perla Lopez	Perla Lopez	09/10/2010 08:43 AM	APRV
3	Auditor's Office	Angela Garcia	09/10/2010 08:54 AM	APRV
4	Perla Lopez	Perla Lopez	09/10/2010 09:02 AM	APRV
5	Auditor's Office	Linda Fong	09/10/2010 10:35 AM	APRV
6	Purchasing Department	Marty Salazar	09/10/2010 12:18 PM	APRV

Form Started By: Estella Webber — Started On: 09/09/2010 03:49 PM

Final Approval Date: 09/10/2010

AI-22847 **15.C.**

Budget & Program Amendment - Pct. #3

CC REGULAR

Date:	09/14/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 3's proposed Budget and Program Amendment to their existing Urban County Program work plan for FY 16, 20, 21, & 22 (2003, 2007, 2008, & 2009). The proposed amendment will reallocate funds in the total amount of $100,000.00 from the Street Improvements activity into the new Water/Sewer Improvements activity.

2. Consideration and request of approval of a Budget and Program Amendment for Hidalgo County Precinct No. 3 FY 16, 20, 21, & 22 (2003, 2007, 2008, & 2009) work plans. The proposed amendment will reallocate funds in the total amount of $100,000.00 from the Street Improvements activity into the new Water/Sewer Improvements activity to aid in the construction of a Sewer Treatment Plant in the City of Peñitas.

BACKGROUND

A Public Hearing was held on September 14, 2010 at 9:00 a.m. and the citizen participation requirements have been met. See attached detailed amendment.

The proposed Hidalgo County Precinct No. 3 Years 16, 20, 21, & 22 (2003, 2007, 2008, & 2009) amendment will:
· Decrease the street improvements line item for YR 16, 20, 21, & 22 in the total amount of $100,000.00:
Year Line Item Decrease

2003 Street Improvements	–$2,084.10
2007 Street Improvements	–$3,226.70
2008 Street Improvements	–$81.287.67
2009 Street Improvements	–$13,401.53
Total	$100,000.00

· Create a new water/sewer improvements activity for YR 16 & 22 and create a new water/sewer improvements line item & activity for YR 20 & 21 in the total amount of $100,000.00:
Year Line Item Increase

2003 Water/Sewer Improvements	+$2,084.10
2007 Water/Sewer Improvements	+$3,226.70
2008 Water/Sewer Improvements	+$81.287.67
2009 Water/Sewer Improvements	+$13,401.53
Total	$100,000.00

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 16 (2003), 20 (2007), 21 (2008) & 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: City of Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 09:47 AM	APRV
2	Perla Lopez	Perla Lopez	09/08/2010 01:58 PM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:33 AM	APRV
4	Dina Trevino	Sylvia Solis	09/10/2010 04:21 PM	APRV
5	Purchasing Department		09/10/2010 04:54 PM	NEW

Form Started By: Estella Webber Started On: 09/07/2010 04:23 PM

Final Approval Date: 09/10/2010

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

August 27, 2010

Diana Serna, Director
Urban County Program
c/o Candace Armenta
1916 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna:

Please accept this as a notification that Precinct #3 is requesting to amend the work plan to include transferring funds to the City of Penitas.

The amendment will add $100,000.00 to the city of Penitas for their Wastewater and Treatment Plant project. We will make the following adjustment from the Street Improvement Line item: will delete partial paving of La Homa Road from 107 to 10 Mile line.

Thank you and should you require additional information, please contact my office staff or myself at (956)585-4509.

Sincerely,

J. M. Flores

Joe M. Flores, Commissioner
Hidalgo County Precinct #3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Public Hearing Notice
Precinct No. 3
Urban County Program
Budget & Program Amendment

In compliance with the Community Development Block Grant (CDBG) requirements, Precinct No. 3 will conduct a public hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to it's Urban County Program, Year 16, 20, 21, & 22 (2003, 2007, 2008, & 2009).

The Public Hearing will be held on **Tuesday September 14th** at **9:00 am** at the Hidalgo County Commissioner's Court First Floor located at 100 E Cano, Edinburg Texas 78539.

The following is the proposed Budget & Program Amendment for your consideration:

EXISTING BUDGET	UCP YR 16 (2003) ACTIVITIES	PROPOSED BUDGET
$ 599,930.60	Street Improvements (-$2,084.10)	$ 597,846.50
$ 0.00	Water/Sewer Improvements (+$2,084.10)	$ 2,084.10
$ 599,930.60	TOTAL	$ 599,930.60

The proposed amendment will **decrease** the street improvements activity in the amount of $2,084.10 and **create** a new water/sewer improvements activity in the amount of $2,084.10 for the construction of a Wastewater Treatment Plant to be located in the City of Peñitas.

EXISTING BUDGET	UCP YR 20 (2007) ACTIVITIES	PROPOSED BUDGET
$ 501,142.78	Street Improvements (-$3,226.70)	$ 497,916.08
$ 0.00	Water/Sewer Improvements (+$3,226.70)	$ 3,226.70
$ 501,142.78	TOTAL	$ 501,142.78

The proposed amendment will **decrease** the street improvements activity in the amount of $3,226.70 and **create** a new water/sewer improvements line item and activity in the amount of $3,226.70 for the construction of a Wastewater Treatment Plant to be located in the City of Peñitas.

EXISTING BUDGET	UCP YR 21 (2008) ACTIVITIES	PROPOSED BUDGET
$1,301,157.76	Street Improvements (-$81,287.67)	$1,219,870.29
$ 0.00	Water/Sewer Improvements (+$81,287.67)	$ 81,287.67
$1,301,157.76	TOTAL	$1,301,157.76

The proposed amendment will **decrease** the street improvements activity in the amount of $81,287.67 and **create** a new water/sewer improvements line item and activity in the amount of $81,287.67 for the construction of a Wastewater Treatment Plant to be located in the City of Peñitas.

EXISTING BUDGET	UCP YR 22 (2009) ACTIVITIES	PROPOSED BUDGET
$ 822,036.84	Street Improvements (-$13,401.53)	$ 808,635.31
$ 20,000.00	Water/Sewer Improvements (+$13,401.53)	$ 33,401.53
$ 842,036.84	TOTAL	$ 842,036.84

The proposed amendment will **decrease** the street improvements activity in the amount of $13,401.53 and **create** a new water/sewer improvements activity in the amount of $13,401.53 for the construction of a Wastewater Treatment Plant to be located in the City of Peñitas.

The proposed amendment will reallocate funds in the grand total amount of $100,000.00 from the Street Improvements activity into the new Water/Sewer Improvements activity.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en español para aquellas personas que asi lo desen.
For more information, please come by the our office or call (956) 843-2286.
Written comments can be forwarded to:
Commissioner Joe M. Flores
724 North Breyfogle
P.O. Box 607
Mission, TX 78572

AI-22834 **16.A.**

Training and Technical Assistance (T/TA) Plan

CC REGULAR

Date: 09/14/2010
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion and Approval of Training and Technical Assistance (T/TA) Plan.

BACKGROUND

Policy Council Approval: 08.18.10

Fiscal Impact

FISCAL YEAR:
ACCT. #: Head Start Funds
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact to the county.

Attachments

Link: Training and Technical Assistance Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/08/2010 01:10 PM	APRV
2	Dale Kennan	Dale Kennan	09/10/2010 08:58 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:35 AM	APRV
4	Purchasing Department	Marty Salazar	09/10/2010 12:10 PM	APRV

Form Started By: Linda Galaviz
Started On: 09/07/2010 11:52 AM

Final Approval Date: 09/10/2010

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the symptoms of alcohol and substance abuse.	Participants will be provided with the necessary training and orientation in the area of prevention of alcohol and substance abuse particularly in children and juveniles.	Guadalupe Trevino, Sheriff County of Hidalgo	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the warning signs of child abuse/neglect and domestic violence and ensure that everyone understands "If you suspect-you report"	Participants will be provided with necessary training as required by the Texas Family Code 745.8551 and the Head Start Performance Standards.	Daniel Rodriguez, Education Specialist Rio Grande Valley Council, Inc.	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will receive, review and acknowledge the Hidalgo County Head Start mandated policies as required by federal, state and local regulations.	To comply with federal, state and local regulations participants will review and acknowledge the mandated policies listed below: -T.B. Questionnaire -Discipline and Guidance -Reporting Child Abuse and Neglect Policy -Confidentiality Policy -Confidentiality Policy Notice Form -Dress Code Policy -Standards of Conduct Policy -Civil Rights Act -Employee Vital Information -County of Hidalgo Drug and Alcohol Policy -Absence Control Policy -Hidalgo County Ethics Policy -Sexual Harassment	Noelia Smith, Benefits Administrator Bertha Castillo, Personnel Officer Noemi Flores Risk Management Specialist	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and address sexual harassment in the workplace.	The presenter will provide information to Head Start Employees on how to recognize and prevent incidents of sexual harassment.	Rene Parrao, Hidalgo County Safety Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and implement the Human Resources Program Plan which supports the goals of the Hidalgo County Head Start Program	The presenter will provide a brief explanation on the Human Resources Program Plan Policies and Procedures, recruitment and employment of staff, organizational structure and lines of authority and communication.	Bertha Castillo, Personnel Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify how to prevent slip, trip and fall accidents and their causes.	The presenter will provide techniques to avoid injuries, the importance of safety shoes, ladders and similar equipment.	Noemi Flores, Risk Management Specialist	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to recognize the responsibilities of professionals in reporting suspected child abuse and will become familiar with cultural costumes which are often confused with child abuse.	The presenter will use a Power Point presentation to provide information of how to detect abuse/neglect of children. In addition, formal handouts will be distributed.	Child Care Licensing Inspectors	1. Computer 2. Power Point Presentation		Pre-Service/ Ongoing	Training Calendar Survey Evaluation
Participants will focus on the caregiver's appropriate discipline of children in a classroom setting.	The presenter will present appropriate discipline and guidance techniques to children's behavior.	Child Care Licensing Inspectors	1. Computer 2. Power Point Presentation		Pre-Service/ Ongoing	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to adhere to the Civil Service Commission Rules and Regulations.	The Hidalgo County Civil Service Commission Rules review will provide the participants information on personnel practices and the procedures governing disciplinary actions.	Bertha Castillo, Personnel Officer	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review options available to them on asset allocations and make decisions regarding their Head Start Retirement Plan.	Participants will select investment options from a listing of Mainstay Fund allocations based on a review of all options by the presenter.	Tony De Leon, CLU, CFP, MSFS New York Life	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify and utilize preventive measures to promote a safer work environment.	Participants will be able to define and respond appropriately to work violence.	Rene Parrao, Hidalgo County Safety Officer Supervisor	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Administration						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
The participants will be able to meet the specific needs of children and will work with parents and other adults to nurture the children's physical, social, emotional, and intellectual growth as described in the child development framework.	Participants will receive the required training as specified by the Council for Professional Recognition, the National Credentialing Program for the Child Development Associate (CDA).	Bertha Castillo, Personnel Officer Helen Meave, Education Coordinator	1. Caring for Pre-School Children Curriculum, Volumes I & II 2. Power Point Presentation 3. Essentials to complete course work.	$500.00 per person	Sept 6, 2010 12-18 Months	Training Calendar Syllabus Final CDA Assessment
Participants will be provided with information and resources that will enable them to be part of the decision making process.	The Leadership Training is provided to prepare elected parents for their roles at the center committees and the Policy Council if elected.	Teresa Flores, Executive Program Director Irma Pena, Family Services Director		$ 5, 300	Sept. 25, 2010	Training Calendar Evaluation
The Policy Council will be able to identify the major program functions and operations by participating in the Governance Institute.	Each major function/operations of each department will be presented by the Director/ Administrator supervising the department. Roles and responsibilities of the Policy Council will be emphasized.	Consultant		$ 16, 000	Oct. 29 -31, 2010	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part I.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Irma Pena, Family Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part II.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Azalia Rios, Family Services Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the Head Start Performance Standards as it pertains to Family Partnerships, Parent Involvement and (ERSEA) Eligibility, Recruitment, Selection, Enrollment and Attendance Part III.	Participants will receive instructions and guidance on how to implement Family Services procedures, forms and documents at the center level.	Azalia Rios, Family Services Coordinator Erica Lara, Family Records Specialist	1. Computer 2. Power Point Presentation		Pre-Service Pre-Service	Training Calendar Survey Evaluation
Participants will be able to learn to deal with difficult clients and people in general.	Participants will learn how to control their own reactions towards difficult clients. .	Irma Pena, Family Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Family Services						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will identify the different volunteer opportunities and the requirements to become a volunteer.	Participants will be encouraged to volunteer in any of the different areas of the Head Start Program and become more involved in the education of their children. Center staff and central office staff will inform parents of the many ways to participate in Head Start.	Head Start Executive Team Members	1. Computer 2. Power Point Presentation	$ 5,600	Aug. 31-Sept. 2, 2010	Training Calendar Evaluation
Participants will work collaboratively with other agencies to identify and access services and resources through direct services or referrals.	The Parent Fair will be organized for parents to participate and respond to family needs and assist in developing family goals.	Irma Pena, Family Services Director		$ 2,400	Nov. 19, 2010	Training Calendar
Participants will be able to identify the eligibility criteria for children enrolling with the Hidalgo County Head Start Program.	The Recruitment Training is for the purpose of providing Head Start services to eligible children, three to five years of age regardless of sex, creed, color, national origin or disabling condition	Irma Pena, Family Services Director			March 2, 2011	Training Calendar

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement Performance Standards and relate them to the Program Plan.	Participants will actively listen and review the Performance Standards and Program Plan	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child Nutrition Coordinator Gilbert Silva, Child Nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to locate and utilize Child Nutrition Program required information.	The required information for the Child Nutrition Program will be presented and reviewed with staff. Copies of pertinent forms will be provided.	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child Nutrition Coordinator Gilbert Silva, Child Nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Child Nutrition						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify and implement a childhood obesity proactive approach in Head Start children utilizing the TDA's Food and Nutrition Division recommendations.	Participants will receive instructions and guidance on how to implement and promote a healthy life style including healthy food choices and physical activity.	San Juanita Rangel, Child Nutrition Director Christian Barajas, Child Nutrition Coordinator Gilbert Silva, Child Nutrition Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and utilize the Mental Health Program Plan to implement the Performance Standards.	An overview of the Performance Standards and Mental Health Program Plan will be presented to the staff via power point presentation.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the specifics of Challenging Behavior and to utilize prevention strategies to decrease inappropriate behavior.	An overview of Positive Behavior Support will be presented and the understanding of what triggers and reinforces problem behaviors.	Trainers for Positive Behavior Support	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to respond in a way that does not maintain or reinforce challenging behavior. Participants will be able to describe and select strategies that may be used to prevent challenging behavior.	Participants will learn that Positive Behavior Support is a process that may be used to develop effective interventions for children with the most persistent challenging behaviors.	Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Mental Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to write a behavior support plan and identify the components needed to carry out the plan.	An overview on how to develop a behavior plan as a team, utilize the prevention strategies replacement skills and monitor outcomes will be presented.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement strategies on how to cope effectively with different types of difficult people in the work place.	Participants will discuss an array of strategies and recommendations that facilitate a positive work environment.	Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will define the importance of responsible fatherhood.	The Fatherhood Conference for Hidalgo County Head Start Program was initiated to encourage fathers to support their positive involvement in the lives of their children. Sessions on parenting skills and promoting involvement of fathers in their children's schooling will be provided	Elma Garza, Mental Health Services Director	1. Appropriate place for the conference. 2. Computer 3. Power Point Presentation	$ 10,000	Feb. 24, 2011	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Transition and Community Partnership						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to follow the steps in the transition process.	The steps in the transition process will be reviewed. Guidance for appropriate documentation will be provided.	Ramiro Silva, Community Partnership and Transition Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access Community Partnership services for children, families and pregnant women.	The Networking Meeting is designed to develop community partnership supported by interagency agreements to secure appropriate services for children and families.	Ramiro Silva, Community Partnership and Transition Director		$ 3,000	Aug 26, 2010	Training Calendar Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Health						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access, utilize and interpret the Health Policies and Procedures in regards to the Performance Standards.	The Health Policies and Procedures will be discussed and how these apply to the Performance Standards.	Lupita Valdez, Health Services Director Roxana Alvarado, RN Paula González, LVN Maria Villarreal, LVN	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to review the policies and procedures in the area of transportation.	A detailed presentation of the Performance Standards including future mandates, if applicable, will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to review the policies and procedures for the operation of the warehouse.	A detailed presentation of the Performance Standards including future mandates will be conducted.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and use local, state and federal standards relating to buildings and grounds.	An overview of the applicable standards will be presented and discussed as they apply to the requirements for facilities and playgrounds for children and staff.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Field Operations						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to prepare cleaners and chemicals used for cleaning.	An overview of appropriate product application and applicable Performance Standards will be presented to the participants. The formulas for preparing cleaners and chemicals will be reviewed.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation
Participants will be able to follow the required office procedures and processing of required documentation for purchases.	A comprehensive explanation of departmental operating procedures will be made.	Oscar Palacios, Field Operations/ Transportation Director			Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Finance						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Staff will be able to effectively apply the purchase order process to ensure that proper procurement practices are adhered to.	The presentation will focus on the purchasing process and the required steps to complete a request.	Elma Keller, Finance Department Director Ambrosio Tovar, Procurement Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Fiscal staff will be able to utilize the computerized accounting software (MIP) to properly execute payroll and accounts payable functions for the program.	The training will focus on the payroll and accounts payable functions and capabilities of the software to ensure that effective and efficient practices are in place and properly executed.	MIP Consultant	1. Computer with MIP access. 2. Training Manual.	$ 2,500		Training Calendar Survey Evaluation
Fiscal staff will be able to properly account for all fixed assets and maintain proper inventory control records.	The training will assist fiscal staff in the proper classification of fixed assets following Hidalgo County and Head Start requirements.	Alvaro Chuc, Finance Assistant	1. Computer with MIP access. 2. Fixed assets inventory control records.			Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement the Head Start Performance Standards in the area of disability.	An overview of the Performance Standards and Special Services Program Plan will be presented to the staff via a power point presentation. All centers are provided with the Performance Standards and the Program plan.	Connie Horta Special Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to identify the federal law (ADA) and the accommodation services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Hand outs will be provided.	Chance Hainsohn, Attorney Advocacy, Inc.	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to identify the federal law (IDEA) and the services it provides to individuals with disabilities.	An overview of the federal law will be presented to the staff. Handouts will be provided.	Eva Guerrero, Advocate .	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to understand the content of psychological evaluations; furthermore reports from different mental health professions will be analyzed.	An overview of psychological evaluations report will be presents to participants.	Mario A. Tovar, Doctoral Intern STC Psychology Professor	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to administer the Speech Screening Tool to children in an effort to identify children who require further evaluation.	This tool screens children to find out if their sound acquisition, voice and fluency is reflective to their developmental age. Handouts will be provided to staff.	Amy Cantu, MA, CCC-SLP Step & Stride Rehab	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Disability						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to utilize the Procedures Manual as a guide when carrying out Special Services Department documentation requirements. Part I & II	An overview of the Procedures Manual will be presented to the staff.	Connie Horta Special Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to access and utilize the Education Services Program Plan to implement the Performance Standards.	Participants will actively listen and review the Performance Standards and Program Plan.	Homero Carrera Sandra Renteria Susie Saenz Janie Navarro, Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to access and utilize the Education Services Procedures Manual to implement the Performance Standards.	Participants will receive instruction and guidance on how to implement Education Services Procedures, forms and documents to the center level.	Janie Navarro Susie Saenz Sandra Renteria, Education Area Directors	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to have a better understanding of the LAP-D Profile Report to maximize their planning. It will also give an overview of ways to use their report in their lesson plan and parent-teacher conference.	Participants will review LAP-D Profile Report and results, Parent-Teacher Conference/CIP report, lesson plan and classroom objectives.	Helen Meave, Education Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will learn different hands-on math activities to enrich and enhance their curriculum.	Participants will use everyday math objects to develop hands-on math activities.	Elva Cortez Nadia Gutierrez, HCHSP Teacher	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will learn new ideas and techniques that can be used in the classroom to improve the learning experience.	Participants will receive instructions on how to implement these new ideas to enrich the development of the children in the classroom	Homero Carrera, Education Area Director Jesus Vela, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to write comprehensive lesson plans addressing the unique needs of each child.	Participants will review the critical characteristics of lesson plans which reflect the individual needs of children.	Janie Navarro, Education Area Director Helen Meave, Education Coordinator	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will gain knowledge of how to build positive relationships, identify preventive classroom practices and social emotional teaching strategies.	Participants will be provided with an overview of positive classroom practices that promote social and emotional competence in young children.	Elma Garza, Mental Health Services Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation
Participants will be able to implement strategies in the instructional day to promote a positive environment and children's positive behavior in the classroom.	Participants will discuss an array of strategies and recommendations that will facilitate a positive Head Start classroom environment.	Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will be able to implement strategies in the instructional day to comply with the most recent Head Start Program classroom observation tool (C.L.A.S.S.) .	Participants will review the three C.L.A.S.S domains and their dimensions. 1. Emotional Support -Positive Climate -Negative Climate -Teacher Sensitivity -Regard for Student Perspective 2. Classroom Organization -Classroom Management -Productivity -Instructional Learning Formats 3. Instructional Support -Concept Development -Quality of Feedback -Language Modeling	Nora Munoz, Assistant Program Director Janie Navarro, Education Area Director Sandra Renteria, Education Area Director Azucena Saenz, Education Area Director Homero Carrera, Education Area Director Helen Meave, Education Coordinator Noe Hernandez, HCHSP Center Manager	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

Hidalgo County Head Start Program
Training and Technical Assistance
One Year Implementation Plan

Content Area: Education						
Objective:	**Strategies: (Plan of Action)**	**Person Responsible:**	**Resources Needed:**	**Estimated Cost:**	**Timeline:**	**Evaluation:**
Participants will effectively implement the Journeys literacy program during the daily routine.	Participants will review techniques and activities that will stimulate and enrich literacy instruction inclusive of: - Essential components of effective early literacy instruction - An explanation of how to use the program - Suggestions on how to set up the classroom - Tools and ideas on how to asses children's literacy development - Learn how to incorporate the technology component in the classroom	Janie Navarro, Education Area Director	1. Computer 2. Power Point Presentation		Pre-Service	Training Calendar Survey Evaluation

AI-22835 **16.B.**

Appointment of Community Representatives
CC REGULAR

Date:	09/14/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court, to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50 (b)(1)-(b)(7) Beginning October 2010.

BACKGROUND

45 CFR Chapter XIII, 1304.50 (b)(1)-(b)(7)

Fiscal Impact

Attachments

Link: Program Governance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 09:14 AM	APRV
2	Dale Kennan	Dale Kennan	09/10/2010 09:02 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:37 AM	APRV
4	Purchasing Department	Marty Salazar	09/10/2010 12:10 PM	APRV

Form Started By: Linda Galaviz — Started On: 09/07/2010 12:05 PM

Final Approval Date: 09/10/2010

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-22895 **17.A.**

Budget Amendment

CC REGULAR

Date:	09/14/2010
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

WIC (1292):
1. Approval to amend (increase) the WIC Budget in the amount of 45,000.00 for extra funding.
2. Approval of certification of revenues, as certified by County Auditor in the amount of 45,000.00.
3. Approval of appropriation of funds for the FY 2010 WIC Grant.

BACKGROUND

Increase Budget to fund expeditures for the WIC Program

Fiscal Impact

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

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $45,000.00 for WIC Adm available pending appropriation.

Revenue Acct: 0-1292-331-10-350-001-0-000

Attachments

Link: RD Funding

Link: Appropriation

Link: cert.of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 03:56 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/10/2010 02:28 PM	APRV
3	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 09/09/2010 03:07 PM

Final Approval Date: 09/10/2010

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

Letter of Amendment

May 27, 2010

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health & Human Services
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

We have received your WIC special projects request for fiscal year 2010 (FY 10). The Hidalgo County Health & Human Services WIC contract will be revised to reflect the increase as detailed in the table below. This letter constitutes a formal contract amendment.

Project	Project Contact	Approved Amount	Type of Allocation		
			Admin	NE	BF
Extra	Benny Jasso (512) 341-4573 benny.jasso@dshs.state.tx.us	**$50,000.00**	X		
Registered Dietitian	Ponna Sambasivan (512) 341-4517 ponna.sambasivan@dshs.state.tx.us	**$10,000.00**	X	X	X

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grants Management Standards (UGMS), WIC policies and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy.**

In order for the State Agency to track these expenditures, please bill for each special project(s) listed above on a separate *State of Texas Purchase Voucher (B-13).* Label each voucher with the specific project name as well as allocations to Administrative (Admin), Nutrition Education (NE) and Breast feeding (BF) costs. Vouchers without allocations listed will be applied toward Admin.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

March 5, 2010

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health Department
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

We have received your WIC special projects request for fiscal year 2010 (FY 10). Hidalgo County Health Department has been approved for funding in the following amounts:

Project	Project Contact	Approved Amount	Type of Allocation		
			Admin	NE	BF
Registered Dietician	Ponna Sambasivan ponna.sambasivan@dshs.state.tx.us (512) 341-4517	**$5,000.00**	X	X	X
Lactation Practicum	Cristina Garcia cristina.garcia@dshs.state.tx.us (512) 341-4583				X
Total		**$5,000.00**			

This funding is for expenditures incurred in each project during the period of October 1, 2009 to September 30, 2010. Attached you'll find the individual requirements and allowable costs for each special project.

In order for the State Agency to track these expenditures, please bill for each of these projects on separate *State of Texas Purchase Vouchers (B-13)*. In order to capture all special project expenditures, continue to bill on a separate voucher once you exceed the allocation amount listed above. Any amount over your allocation will be charged appropriately to your regular funding

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

September 30, 2009

Norma L. Longoria, WIC Director
LA#012, Hidalgo County Health Department
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

We have received your WIC special projects request for fiscal year 2010 (FY 2010). LA#012, Hidalgo County Health Department has been approved for funding in the following amounts:

Project	Project Contact	Approved Amount	Type of Allocation		
			Admin	NE	BF
Peer Counselor	Jewell Stremler (512) 341-4593 jewell.stremler@dshs.state.tx.us	**$390,000.00**			**X**
Registered Dietician	Ponna Sambasivan (512) 341-4517 ponna.sambasivan@dshs.state.tx.us	**$ 30,000.00**	**X**	**X**	**X**
Lactation Services	Tracy Erickson (512) 341-4521 tracy.erickson@dshs.state.tx.us	**$ 50,000.00**			**X**
Lactation Practicum	Cristina Garcia (512) 341-4583 cristina.garcia@dshs.state.tx.us	**0**			**X**
Obesity	Ponna Sambasivan,(512) 341-4517 ponna.sambasivan@dshs.state.tx.us	**0**		**X**	
Other		**0**			**X**
Total		**$470,000.00**			

DATE: 9/9/2010

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 0.1292.441.00.350.001.0.XXX

REVENUE ACCOUNT: 0.1292.331.10.350.001.0.XXX

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

Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
0.1292.441.00.350.001.0.431	R/M Services	1,200.00
0.1292.441.00.350.001.0.601	Office Supplies	10,800.00
0.1292.441.00.350.001.0.603	Educational & Instructional Supplies	8,000.00
0.1292.441.00.350.001.0.604	Medical Supplies	25,000.00
	TOTAL APPROPRIATION:	45,000.00
0-1292-331-10-350-001-0-000	WIC Administrative Revenue	45,000.00
	TOTAL REVENUE:	45,000.00
	TOTAL FUND BALANCE IMPACT	45,000.00

REASON: To encumber cost for the FY2010 Grant.

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 10, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Texas Department of State Health Services (DSHS) – Health Resources and Services Administration (HRSA). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$45,000.00	Registered Dietitian

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/10/10
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-22894 **18.A.**

Accept resignation and appt. of member to Tropical Texas Behavioral Health Board

CC REGULAR

Date:	09/14/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

1. Acceptance of letter of resignation from Enrique J. Saldana, Jr., board member of the Tropical Texas Behavioral Health Board effective September 30, 2010;

2. Re-statement of appointment of board member to the Tropical Texas Behavioral Health Board effective October 01, 2010.

BACKGROUND

Erica de la Garza was appointed on 6/22/10 by Comm. Court

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/09/2010 03:55 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/10/2010 08:49 AM	APRV
3	Auditor's Office	Linda Fong	09/10/2010 10:39 AM	APRV
4	Purchasing Department	Marty Salazar	09/10/2010 12:18 PM	APRV
Form Started By: Monica Badillo			Started On: 09/09/2010 03:06 PM	
Final Approval Date: 09/10/2010				

September 3, 2010

Oscar L. Garza, Jr.
Hidalgo County Commissioner
1102 Doolittle Road
Edinburg, TX 78539

RE: Tropical Texas Behavioral Health
Board of Trustee Membership

Dear Oscar:

By virtue of this correspondence, I am requesting that I be replaced on the Board of Trustees effective September 30, 2010. Should a replacement not be named by the time indicated, I will stay on the board for a reasonable amount of time until a replacement is named.

As you know, I am a retired Federal Probation Officer and currently I am involved in conducting background investigations for the government as well as ranching. These activities have kept me increasingly busy and now take up a considerable amount of my time. It is because of my involvement in these two activities, that I feel I can no longer give the required time and attention to my duties as a member of the board of trustees.

I have had the pleasure of working with an outstanding group of board members, a very dedicated and able Chief Executive Officer and a very committed and professional staff of employees at Tropical Texas Behavioral Health. The work these fine people do is truly outstanding and I am very proud to have been a small part of this fine organization.

Please contact me if you have any questions or require any additional information on my request.

Sincerely,

Enrique J. Saldana, Jr.

[redacted]

CC: Dr. Tomas Gonzalez, Chairman of the Board
Terry Crocker, Chief Executive Officer, TTBH

AI-22831 **19.A.**

Contractual Agreement for ROW between Co. & TXDOT for Pct. 1 FM 493 (Champion St-US 281)

CC REGULAR

Date:	09/14/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management **Sub-category:** Budget & Management

Information

CAPTION

Pct. 1-TXDOT:
1. Approval of contractual agreement between Hidalgo County and the Texas Department of Transportation for Right of Way Procurement services for FM 493 (Champion St.-US 281) with authority for County Judge to execute document.
2. Approval of interfund transfer from Pct. 1 CO's 2010 A & B, fund 1342, to Pct. 1 TXDOT-FM 493 (US 281-BUS 83), fund 1315, program #053, in the amount of $17,778.00 to fund the local participation portion of the above contractual agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-13XX-431-00-121-0XX-0-XX1

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

BUDGETARY IMPACT:

0-1342-431-00-121-041-0-731 --> 0-1315-431-00-121-053-0-841 $17,778.00 to fund local participation portion of contracual agreement between Hidalgo Co. and TXDOT for procurement services for the FM 493 (US 281-Champion St) road project.

Attachments

Link: TXDOT contractual agreement

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/07/2010 11:33 AM	APRV
2	Budget & Management	Sylvia Solis	09/07/2010 11:41 AM	APRV
3	Olga Garza	Olga Garza	09/08/2010 02:48 PM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:45 AM	APRV
5	Dina Trevino	Sylvia Solis	09/10/2010 11:41 AM	APRV
6	Ivan Cantu (Originator)	Ivan Cantu	09/10/2010 11:45 AM	APRV
7	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Ivan Cantu

Started On: 09/07/2010 09:42 AM

Final Approval Date: 09/10/2010

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 18, 2009

The Honorable Rene Ramirez
Hidalgo County Judge
P.O. Box 1356
Edinburg, TX 78540

REF: Contractual Agreements for Right of Way
Procurement-Local Government

County: Hidalgo
Project: FM 493
Limits: From: Champion Street to: US 281
ROW CSJ: 0863-01-057

Dear Judge Ramirez,

Enclosed find two (2) originals of a Contractual Agreement for Right of Way Procurement-Local Government for the above referenced right of way acquisition project.

The agreement has been modified to reflect the County's request and award of an Economically Disadvantage County (EDC) Program adjustment. The Texas Transportation Commission granted the adjustment via Minute Order No. 11487. Enclosed find a separate copy of a letter from Mario R. Jorge, P.E., Pharr District Engineer to your attention, which awards the County an eighty eight percent (88%) adjustment for a total of 98.8% EDC adjustment to the County's required 10% cost participation thereby resulting in a Local Government cost participation of one percent (1.2%) and State cost participation of ninety nine percent (98.8%) for this project.

We are herein respectfully requesting that agenda action items be presented at the next most available County Commissioners meeting to consider the execution of the enclosed agreement.

Once the acquisition agreement is presented, approved and executed, please forward the two original executed agreements to our office. Upon receipt, we will forward both of them to our Right of Way Division Director in Austin for his review approval and execution. When all project requirements are met we will request that Division release the project for acquisition.

Once the official release is obtained, we will issue a written Notice of ROW Project Release to your attention. At that time you can advice Hidalgo County that they may proceed with the acquisition of the needed parcels for this project.

Your continued cooperative efforts towards the improvement of the Highway System in the State of Texas are appreciated.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

Cc: Jody Ellington, P.E., Director TP & D
Hector Gonzalez, P.E. Pharr Area Office Engineer
Nelda R. Eureste, South Region Right of Way Manager

Enclosures: Two (2)

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo	Federal Project No:	ROW CSJ No: 0863-01-057
District: Pharr	Highway: FM 493	CCSJ: 0863-01-047

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2010, hereinafter called the Local Government, *shall be effective on the date of approval and execution by and on behalf of the* State.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 493 from Champion Street to US 281, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, this project includes the acquisition of right of way which falls within the jurisdictions of the Local Government; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the State and the Local Government;

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated August 2, 2010 from Mario R. Jorge, P. E., Pharr District Engineer to Rene Ramirez, Hidalgo County Judge, by virtue of Minute Order No. 112018 approving a Eighty Eight percent (88%) adjustment to the required Ten percent (10%) Local Government, cost participation for this Ninety percent (90%) State and Ten percent (10%) Local Government project, thereby resulting in a Local Government net contribution amount of one point two percent (1.2%) participation and State participation of Ninety Eight point Eight percent (98.8%);

WHEREAS, The State will directly reimburse the Local Government for the acquisition of the project parcels which fall within the Local Government

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The State hereby authorizes and requests the Local Government to proceed with acquisition and the State agrees to reimburse the Local Government for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The Local Government, without cost to the State, will do the necessary preliminary engineering and title investigation to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual agreement between the State and Local

Government that there should be waived the requirement that the Local Government submit to the State property value determinations for any part of the required right of way, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and State laws will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight point Eight percent (98.80%) State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight point Eight percent (98.80%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government.

When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to Ninety Eight point Eight percent (98.80%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to Ninety Eight point Eight percent (98.80%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property

owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight point Eight percent (98.80%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of Ninety Eight point Eight percent (98.80%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight point Eight percent (98.80%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

HIDALGO COUNTY

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
Mario Jorge, P.E., District Engineer, Pharr District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 18, 2010

RECEIVED
JUN 22 2010
COUNTY JUDGE

Honorable Rene Ramirez
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: EDC application for FM 493 Reconstruction and Widening, CSJ (0863-01-047), from Champion St. to US 281

Dear Judge Ramirez:

The subject project is currently funded for an August 2011 letting and requires a ROW agreement. Since the project lies within the jurisdiction of both the City of Donna and Hidalgo County, we would need ROW agreements with both entities for the necessary acquisition. The City of Donna has previously been approved for an EDC reduction for ROW acquisition, and we have an executed ROW agreement with them. Similarly, the County of Hidalgo would be eligible for an EDC reduction for ROW acquisition, and we would need a ROW agreement with the County. The local governments share for ROW acquisition would be 10%. A reduction to this share is allowed through the Economic Disadvantaged County Program. Attached for your review and consideration is a partially completed EDC application and Affidavit for the subject highway project. If the County would like to apply for the Economically Disadvantaged County Program (EDC), please verify the attached information, complete the affidavit and return to us by July 2, 2010. Once processed and approved, we would execute the ROW agreement. The limits of ROW within County limits are as follows:

- *From Stites Rd. to approximately 0.25 miles north of Lott Road*
- *From 0.25 miles north of Lott Road to 1.5 mi north of US 281 (CR 1552)*
- *From 1.5 mi north of US 281 to 0.75 mi north of US 281 – East side only*

Should you have any questions or need additional information please contact Jody Ellington, Director of Transportation Planning and Development or myself at (956) 702-6100. As always, we look forward to working with you toward the implementation of this project.

Sincerely,

Mario R. Jorge, P.E.
District Engineer

MRJ/mrs
attachment (3)
Jesus Noriega, PE, Hector Gonzalez, P.E., Pharr Area Engineer, File

FY 2010 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET

COUNTY Hidalgo **APPLICANT** Hidalgo County

District Contact Information

Name: Melba R. Schaus **Telephone:** 956-702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (2007 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0863-01-047
ESTIMATED LETTING DATE	Aug, 2011

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 493
From: Champion Street
To: US 281

PROJECT SCOPE- Give type of work

Reconstruct and Add Shoulders

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

The unemployment and poverty rates of Hidalgo County are high. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the County. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Total Adjustment - 88

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$1,281,500	10%		$128,150	$16,378
Eligible Utilities	$200,000	10%		$20,000	$2,400
				$0	$0
				$0	$0
TOTAL	$1,481,500			$148,150	$17,778

Approved by _____ **Date** _____

AFFIDAVIT

The State of Texas,

County of Hidalgo

Before me, Monica Badillo, a notary public in and for the State of Texas, on this day personally appeared Rene A. Ramirez, who being by me duly sworn, upon oath says:

I, Rene A. Ramirez, representing the city/county of Hidalgo, having been duly ~~elected~~ appointed on 11-3-09 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Signature

6/29/10
Date

Subscribed and sworn to before me, by the said Rene A. Ramirez, this 29th day of June, 2010, to certify which witness my hand and seal of office.

My commission expires 4-21-2011.

MONICA BADILLO
Notary Public, State of Texas
My Commission Expires

Official Signature

Monica Badillo
Printed or stamped name of Notary

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

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

ACCOUNT NUMBER: **0-13XX-431-00-121-0XX-0-XX1**

2010
Interfund Transfer

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1342-431-00-121-041-0-	731	CO 2010 A & B-Pct. 1 Roads-	Roads	(17,778.00)
0-1342-491-01-000-315-0-	891	Transfers Out-	TXDOT Projects	17,778.00
0-1315-391-01-000-342-0-	000	Transfers In-	CO 2010 A & B	17,778.00
0-1315-431-00-121-053-0-	841	TXDOT-Pct. 1 FM 493 (US 281-BUS 83)	Aid to Govt. Agency	17,778.00
		TOTAL BUDGET INCREASE (DECREASE)		**17,778.00**

REASON: To fund local participation portion of contractual agreement for ROW procurement services between Hidalgo Co. and TXDOT for the FM 493 between Champion St. and US 281 road project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-22909 **19.B.**

Precinct #3 TxDot Projects

CC REGULAR

Date:	09/14/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #3 TxDot (1315):

1. Approval to rescind action taken by Commissioners' Court on March 17, 2009 authorizing a Contractual Agreement for Right of Way Procurement between the State of Texas and Hidalgo County for the acquisition of right of way for the FM 681 road improvement project from FM 2221 to SH 107. (AI - 14410 18.A.2.)

2. Approval to rescind action taken by Commissioners' Court on March 17, 2009 authorizing a Contractual Agreement for Right of Way Procurement between the State of Texas and Hidalgo County for the acquisition of right of way for the FM 2221/FM 492 road improvement project from SH 364 to FM 681. (AI - 14408 18.B.2)

3. Discussion, consideration, and approval to enter into a Contractual Agreement for Right of Way Procurement-Local Government between Hidalgo County and the Texas Department of Transportation for right of way acquisition for the FM 681 from FM 681 North at FM 2221 to SH 107 at FM 2221 to SH 107 (CSJ: 0669-01-043 & ROW CSJ: 0669-01-052) with authority for County Judge to execute document.

4. Discussion, consideration, and approval to enter into a Contractual Agreement for Right of Way Procurement-Local Government between Hidalgo County and the Texas Department of Transportation for right of way acquisition for the FM 2221 from 0.25 Miles West of Moorefield Road to FM 681 (CSJ: 0862-01-047 & ROW CSJ: 0862-01-048) with authority for County Judge to execute document.

5. Discussion, consideration, and approval to enter into a Contractual Agreement for Right of Way Procurement-Local Government between Hidalgo County and the Texas Department of Transportation for right of way acquisition for the FM 2221 from 0.25 Miles West of SH 364 to 0.25 Miles West of Moorefield Rd (CSJ: 0862-01-037 & ROW CSJ: 0862-01-046) with authority for County Judge to execute document.

6. Approval of 2010 interfund from Precinct #3 C.O. 2010 A&B La Homa (SH 495 - FM 1924) to Precinct #3 TxDot FM 681 (SH 107-FM 2221/FM 492) and Precinct #3 TxDot FM 2221/FM 492 (FM 681 - SH 364) in the amount of $2,000,000.00 to fund the Right of Way acquisition of the above mentioned projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-123-045-0-711

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

BUDGETARY IMPACT:

Available balance as of 9/10/10.

Attachments

Link: 03-17-09 Agreements

Link: TxDot Agreement FM 681 (0669-01-043)

Link: TxDot Agreement FM 2221 (0862-01-037)

Link: TxDot Agreement FM 2221 (0862-01-047)

Link: Interfund Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	09/10/2010 03:50 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 03:57 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/10/2010 04:23 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Perla Lopez Started On: 09/10/2010 10:20 AM

Final Approval Date: 09/10/2010

SPECIAL MEETING – MARCH 17, 2009

BE IT REMEMBERED, that on this 17th day of March, A.D., 2009, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE JUAN DE DIOS SALINAS, III	HIDALGO COUNTY JUDGE
HONORABLE SYLVIA HANDY	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR (TITO) PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE OSCAR L. GARZA JR.	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

C. Discussion and approval to excute "Application for Driveway Permit" Permit required from TXDOT for Colonia Access Program Project Red Barn Subdivision to reconstruct road accessing into FM 1016 (Raul Longria Rd.)

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval and correct to FM 1426.

At this time the Court moved to item #13.

16. Precinct #1 - Comm. Handy: (SEE EXHIBIT W)

***A.* Recognition of Pct. #1 employees**

Presentation made by Joseph Palacios recognizing the heroes in Pct. 1 Employees.

17. Precinct #2- Comm. Palacios: (SEE EXHIBIT X)

A. Discussion, consideration, acceptance and approval of "Interlocal Cooperation Agreement between County of Hidalgo and The City of San Juan for funding of new Public Library, letter from Urban County Program to utilize funds from Pct. 2 Public Facilities line item Work Plan Activity.

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

At this time the Court moved to item #11-F.

18. Precinct #3- Comm. Flores: (SEE EXHIBIT Y)

A. 1. Discussion, consideration, and approval to submit Economically Disadvantaged Counties Program application for local participation reduction for the FM 681 road improvement project, CSJ:0669-01-043, from FM 2221 to SH 107, with authority for County Judge to sign the required documents.

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

2. Discussion, consideration, and approval to enter into a Contractual Agreement for Right of Way Procurement between the State of Texas and Hidalgo County, Texas for the acquisition of right of way for the FM 681 road improvement project from FM *2221* to SH 107, with authority for the County Judge to sign to required documents.

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

B. 1. Discussion, consideration, and approval to submit Economically Disadvantaged Counties Program application for local participation reduction for the FM 2221/FM 492 road improvement project, CSJ:0862-01-037, from SH 364 to FM 681, with authority for County Judge to sign the required documents.

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

2. Discussion, consideration, and approval to enter into a Contractual Agreement for Right of Way Procurement between the State of Texas and Hidalgo County, Texas for the acquisition of right of way for the FM 2221/FM 492 road improvement project from SH 364 to FM 681, with authority for the County Judge to sign to required documents.

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

19. Budget & Management - Raul Silguero Jr.: (SEE EXHIBIT Z)

A. Status Report on Hurricane Dolly reimbursements received.

Presentation made by Raul Silguero.

B. Interdepartmental transfers:

1. **Health Clinics/ DBM Co. Wide Contingency**
   Approval of interdeparmental transfer in the amount of $5,968.87 from Health Clinics to County Wide Contingency (1100).

   SEE ITEM B-5.

2. **Pct.#3CAP(1311):**
   Requesting approval of 2009 interdepartmental transfer for Precinct #3 Colonia Access Program fund *(1311)* from El Sol #2 (program 251) to Ezequiel Acevedo Jr. #2 (program 267) in the amount of $6,161.00.

   SEE ITEM B-5.

3. **Co. Wide Administration *(1100):***
   Approval of 2009 interdepartmental transfer from Rural Ambulance to Go. Wide Administration *(1100)* in the amount of $50,000.00.

   SEE ITEM B-5.

4. **DBM- Visiting Judges**
   Approval of 2009 interdepartmental transfer from Co Wide Contingency to Visiting Judges (1100) in the amount of $10,000.00.

   SEE ITEM B-5.

5. **IT Countywide (1100):**
   Approval of 2009 interdepartmental transfer from Contingency to IT Countywide for cabling expenditures in the amount of $3,200.00 for the warehouse (Elections Dept.).

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 thru 5.

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo	Federal Project No: n/a	ROW CSJ No:
District: Pharr	Highway: FM 2221/FM 492	CCSJ:0862-01-037

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2009, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 2221/FM 492 from SH 364 to FM 681, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated January_____, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Juan D. "J.D." Salinas, County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one and five tenths (1.5%) participation and **State** participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, recording fees, will be eligible for one hundred percent (100%) **State** reimbursement under the provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for one hundred percent (100%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion

requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%)of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of Ninety Eight and Five Tenths percent (98.5%)of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

LOCAL GOVERNMENT

By: Sylvia Handley

Title: Presiding Officer

Date: 4-21-2009

EXECUTION RECOMMENDED:

District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

FY 2009 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET

COUNTY Cameron **APPLICANT** Hidalgo County

District Contact Information

Name: Melba R. Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (2006 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0669-01-043
ESTIMATED LETTING DATE	TBD

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 681, From FM 2221 to SH 107

PROJECT SCOPE- Give type of work

Widen to 4 lane roadway

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with high unemployment rates and poverty rates, the highest in the state of Texas. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the county. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment - 85%

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$3,010,000	10%	$301,000	$45,150
TOTAL	$3,010,000		$301,000	$45,150

Approved by _____ Date _____

AFFIDAVIT

The State of Texas,

County of Hidalgo

Before me, Monica Badillo, a notary public in and for the State of Texas, on this day personally appeared Sylvia S. Handy, who being by me duly sworn, upon oath says:

I, Sylvia S. Handy, representing the city/county of Hidalgo, having been duly elected on 1-1-07 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Sylvia Handy
Signature

4-21-09
Date

Subscribed and sworn to before me, by the said Sylvia S. Handy, this 21 day of April, 2009, to certify which witness my hand and seal of office.

My commission expires 4-21, 2011.

Monica Badillo
Official Signature

MONICA BADILLO
Notary Public, State of Texas
My Commission Expires
04-21-2011

Monica Badillo
Printed or stamped name of Notary

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo	Federal Project No: n/a	ROW CSJ No:
District: Pharr	Highway: FM 681	CCSJ:0669-01-043

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2009, hereinafter called the **Local Government,** *shall be effective on the date of approval and execution by and on behalf of the* **State.**

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 681 from FM 2221 to SH 107, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government;**

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated January_____, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Juan D. "J.D." Salinas, County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one and five tenths (1.5%) participation and **State** participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State,** without cost to the **Local Government,** will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State.** The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State,** however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State.** In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, recording fees, will be eligible for one hundred percent (100%) **State** reimbursement under the provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for one hundred percent (100%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired

by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government.**

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State.**

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State.** The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government.**

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government,** which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the **State.** In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government.**

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the

entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%)of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of Ninety Eight and Five Tenths percent (98.5%)of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

LOCAL GOVERNMENT

By: Sylvia Handley

Title: Presiding Officer

Date: 4-21-09

EXECUTION RECOMMENDED:

District Engineer, District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

AFFIDAVIT

The State of Texas,

County of Hidalgo

Before me, Monica Badillo, a notary public in and for the State of Texas, on this day personally appeared Sylvia S. Handy, who being by me duly sworn, upon oath says:

I, Sylvia S. Handy, representing the city/county of Hidalgo, having been duly elected on 1-1-07 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Sylvia S. Handy
Signature

4-21-09
Date

Subscribed and sworn to before me, by the said Sylvia S. Handy, this 21 day of April, 2009, to certify which witness my hand and seal of office.

My commission expires 4-21, 2011.

Monica Badillo
Official Signature

MONICA BADILLO
Notary Public, State of Texas
My Commission Expires
04-21-2011

Monica Badillo
Printed or stamped name of Notary

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 1, 2010

The Honorable Rene A. Ramirez
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78540

RE: Local Government Procurement Right of Way Agreements for:
(1) FM 681 - From FM 681 North @ FM 2221 to SH 107
Construction CSJ: 0669-01-043 & ROW CSJ: 0669-01-052
(2) FM 2221 – From 0.25 Miles West of Moorefield Road to FM 681
Construction CSJ: 0862-01-047 & ROW CSJ: 0862-01-048
(3) FM 2221 – From 0.25 Miles West of SH 364 to 0.25 Miles West of Moorefield Rd
Construction CSJ: 0862-01-037 & ROW CSJ: 0862-01-046

Dear Judge Ramirez,

Enclosed are two (2) original Contractual Agreements for Right of Way Procurement - Local Government for each of the three subject project segments involving the reconstruction and widening of FM 681/FM 2221 from SH 107 to just west of SH 364. The agreements reflect the County's approved Economically Disadvantage County Program (EDCP) reduction of 85% to the required 10% Local Match for right of way acquisition and compensable utility adjustments. With the EDCP reduction, participation for right of way acquisition and compensable utilities will be 80% Federal, 18.5% State and 1.5% Local.

As you know, given the limited State funding available for right of way acquisition, the Hidalgo County Metropolitan Planning Organization (HCMPO) recently approved the use of Metropolitan Mobility and Rehabilitation funds for right of way acquisition and compensable utility adjustments for FM 681/FM 2221. However, given the limited annual funds the HCMPO has been allocated, funding was set up over a three year period from FY 2012 thru FY 2014. Even though the initial funds aren't expected to be available until FY 2012, we realize the County is interested in moving forward with acquisition later this year. This is with the understanding that requests for reimbursement will not be submitted or processed until funding is available. To address this, language has been incorporated into the agreements to clarify that reimbursement to the County for eligible expenses will only be provided when funds for such reimbursement are available.

For your information and reference we've prepared the following summary of estimated costs and funding participation by fiscal year based on the HCMPO's allocation of Metropolitan

Mobility and Rehabilitation funds.

Project Segment	Total Est. ROW Cost	FY	Est. Fed Part (80%)	Est. State Part (18.5%)	Est. County Part (1.5%)	Total
(1) FM 681 - From FM 681 North @ FM 2221 to SH 107	$3,994,626	2012	$2,543,547	$588,195	$47,692	$3,179,434
		2013	$652,154	$150,810	$12,228	$815,192
		2014				
(2) FM 2221 – From 0.25 Miles West of Moorefield Road to FM 681	$1,024,134	2012				
		2013	$819,307	$189,465	$15,362	$1,024,134
		2014				
(3) FM 2221 – From 0.25 Mi W of SH 364 to 0.25 Mi W of Moorefield Rd	$2,711,401	2012				
		2013	$2,021,844	$467,551	$37,910	$2,527,305
		2014	$147,277	$34,058	$2,761	$184,096
Total	$7,730,161		$6,184,129	$1,430,079	$115,953	$7,730,161

Please sign and return both originals for each project segment, along with a resolution authorizing the County to enter into these agreements. Once executed, we'll return one original for each project segment for your files. With the project environmentally clear, we also anticipate issuing the County a Right of Way Release soon after the agreements are executed. As a reminder, any right of way acquisition or compensable utility adjustments prior to execution of the agreements and our release will not be eligible for reimbursement.

Feel free to call me or our Director of Transportation Planning & Development, Jody, R. Ellington, P.E., at 702-6100 if you have any questions or need additional information.

Sincerely,

Mario R. Jorge, P.E.
Pharr District Engineer

Mj:jre
Attach

cc: Joe M. Flores, Hidalgo County Commissioner Precinct 1
Jody R. Ellington, P.E., Director of Transportation Planning & Development
Hector Gonzalez, P.E. Pharr Area Engineer
Nelda Eureste, South Regional Right of Way Administrator

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo	Federal Project No: n/a	ROW CSJ No: 0669-01-052
District: Pharr District	Highway: FM 681	CCSJ: 0669-01-043

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2010, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 681 from FM 2221 to SH 107, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving an Eighty Five percent (85%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one and five tenths (1.5%) participation and **State** participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance and closing services will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) **State** reimbursement under the under the established reimbursement procedure provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired

by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government.**

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

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Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government.**

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**. The **State's** reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. **IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.**

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government.**

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
District Engineer, Pharr District

THE STATE OF TEXAS
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
District: Pharr

Federal Project No: n/a
Highway: FM 2221

ROW CSJ No: 0862-01-046
CCSJ:0862-01-037

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2010, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 2221 from 0.25 MI W of SH 364 (La Homa) to 0.25 MI W of Moorefield Road, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one and five tenths (1.5%) participation and **State** participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, **AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE**, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its *due processes* and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance and closing services will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under the under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired

by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government.

When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner, AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The State's reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
District Engineer, Pharr District

THE STATE OF TEXAS
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

Date: _____

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo	Federal Project No: n/a	ROW CSJ No: 0862-01-048
District: Pharr	Highway: FM 2221	CCSJ:0862-01-047

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2010, hereinafter called the Local Government, *shall be effective on the date of approval and execution by and on behalf of the* State.

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 2221 from 0.25 MI W of Moorefield Road to FM 681, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the State and the Local Government;

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated May 4, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Hidalgo County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) Local Government cost participation for this Ninety percent (90%) State and Ten percent (10%) Local Government project, thereby resulting in a Local Government net contribution amount of one and five tenths (1.5%) participation and State participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The State hereby authorizes and requests the Local Government to proceed with acquisition and the State agrees to reimburse the Local Government for its share of the cost of such right of way, AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual agreement between the State and Local Government that there should be waived the requirement that the Local Government submit to the State property value determinations for any part of the required right of way, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance and closing services will be the responsibility of the State.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State through the State's appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the Local Government and District recommendations, to the State Right of Way Division office for final approval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under the under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for Ninety Eight and Five Tenths percent (98.5%) State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired

by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government.

When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner, AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement AS FUNDS FOR SUCH REIMBURSEMENT ARE AVAILABLE. The State's reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%) of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual. IT IS AGREED THAT THE LOCAL GOVERNMENT WILL NOT SEEK REIMBURSEMENT FROM THE STATE UNTIL THE ACQUISITION FUNDS FOR THIS PROJECT HAVE BEEN MADE AVAILABLE. UPON FUNDS BEING AVAILABLE, THE STATE WILL PROCESS REIMBURSEMENT REQUESTS IN ACCORDANCE WITH THIS AGREEMENT.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of Ninety Eight and Five Tenths percent (98.5%) of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

EXCEPT AS OTHERWISE AGREED TO IN WRITING BY THE STATE, ALL OTHER ADMINISTRATIVE EXPENSES NOT MENTIONED WITHIN THIS AGREEMENT ARE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND ARE NOT REIMBURSABLE.

Inspection of Books and Records: The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
District Engineer, Pharr District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

DATE: September 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 TxDot (1315)

2010
Transfer

ACCOUNT NUMBER: **0-1342-431-00-123-045-0-711**

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
0-1342-431-00-123-045-0- 711	**C.O. 2010 A&B-Pct. 3 La Homa (SH495 - FM1924) - ROW**	**(2,000,000.00)**
0-1342-491-01-000-315-0- 891	**Transfers Out - TxDot Project**	**2,000,000.00**
TO		
0-1315-391-01-000-342-0- 000	**Transfers In - C.O. 2010 A&B**	**2,000,000.00**
0-1315-431-00-123-070-0- 841	**TxDot-FM 681 (SH 107 - FM 2221/FM 492) - Aid Govt**	**1,968,027.00**
0-1315-431-00-123-071-0- 841	**TxDot-FM 221/FM492 (FM 681 - SH 364) - Aid Govt**	**31,973.00**
	TOTAL BUDGET INCREASE (DECREASE)	**2,000,000.00**

REASON: **Transfer to fund the right of way acquisition for the FM 681 & FM 2221 TxDot projects.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-22885 **19.C.**

Precinct #3 Appropriation

CC REGULAR

Date:	09/14/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Norma Ceballos
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #3 C.O. 2009 (1339):
1. Approval of Certification of Revenues, as certified by the County Auditor, for revenues received by La Joya ISD in accordance with interlocal agreement between Hidalgo County and La Joya ISD for drainage improvements of Bentsen Palm Drive.
2. Approval of 2010 appropriation of funds into C.O. 2009 Precinct #3 Bentsen Palm Drive in the amount of $99,187.20 to fund expenditures for drainage improvements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-084-0-733

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $99,187.20 into Pct. #3 C.O. 2009 Bentsen Palm Drive.

Attachments

Link: Certification of Revenues

Link: revised appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	09/10/2010 10:19 AM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 10:27 AM	APRV
3	Olga Garza	Olga Garza	09/10/2010 01:50 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Perla Lopez Started On: 09/09/2010 09:41 AM

Final Approval Date: 09/10/2010

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 2, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues received from the City of La Joya pursuant to an interlocal agreement approved by Commissioners Court on June 8, 2010. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$99,187.20	Bentsen Palm Dr. Project

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/3/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 93RD D.C. | RODOLFO DELGADO JUDGE, 92ND D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 398TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 445TH D.C.

Linda Fong

From: Perla Lopez [perla.lopez@co.hidalgo.tx.us]
Sent: Thursday, September 02, 2010 3:19 PM
To: linda.fong@auditor.co.hidalgo.tx.us
Cc: sergio.cruz@co.hidalgo.tx.us
Subject: Request: Certification of Revenue
Attachments: Receipt - La Joya ISD (Bentsen Palm Dr. Project).pdf

Ms. Fong,

Good afternoon. I am in the process of creating an agenda item to appropriate funds received from La Joya ISD in the amount of $99,187.20 for an interlocal agreement between Pct. #3 and La Joya ISD. Could you please provide me with a Certification of Revenues for this amount? The account numbers are 0-1339-223-00-000-000-0-000 & 0-1339-337-00-123-001-0-000 (Receipt No. 140045). Please contact me should you have any questions or concerns. Have a great afternoon.

Thank You,

Perla A. Lopez
Planning Analyst I
Hidalgo County - Budget & Management
Strategic Planning Division
2818 S. Business Hwy. 281
Edinburg, TX 78539
Phone (956) 292-7025 ext. 5419
Fax (956) 292-7035
perla.lopez@co.hidalgo.tx.us

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

Receipt No: 140045

Received From: LA JOYA ISD PCT 3 08/19/10 Date 08/20/10

1	10115219	PCT.3	INV.# 060810 PROPOSAL	0-1339-126-30-000-000-0-000	99,187.20

Total: **99,187.20**

Check Total	99,187.20
Cash Total	.00
Credit Total	.00
Other Total	.00

19. **Precinct #2 - Comm. Palacios:** (Exhibit Y)

A. **AI-21434 Appointment of member to the Hidalgo County Housing Authority Board**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to reappoint Alberto "Bob" Trevino.

20. **Precinct #3 - Comm. Flores:** (Exhibit Z)

A. **AI-21472 Discussion, consideration and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and La Joya ISD regarding Bentsen Palm Drive.**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

21. **Precinct #4 - Comm. Garza:** (Exhibit AA)

A. **AI-21523 Discussion, consideration, and approval of amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.**

Erika Reyna advised the Court that Legal Counsel drafted the amendments to the Guidelines and that the only change was to clarify the permits issue.

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

22. **Budget & Management - Raul Silguero Jr.:** (Exhibit BB)

A. **AI-21533 General Fund Budget:**

1. Report on 2009 General Fund Budget - Year End

Raul Silguero advised the Court that he foresees the County to be about 5-7 million dollars short for year 2011.

Commissioner Flores asked where the funding would come from and whether it was from raising taxes or cutting salaries by 5% across the Board..

Commissioner Palacios recommended doing an assessment on the individual departments.

Raul advised the Court that the County is mandated (non-funded mandate) to take care of Indigent Defense.

NO ACTION taken on this item.

2. Report on 2010 General Fund Budget-Year to date

Presentation by Raul Silguero. NO ACTION taken on this item.

B. **AI-21529 1. Discussion, consideration, and approval of the Hidalgo County Classification and Compensation Plan - Phase II.**

2. Approval of the revised Salary Schedules for Phase II Offices (effective 06/21/2010).

Raul Silguero advised the Court that the Rene Guerra, District Attorney, needed more time to review the positions and asked that this be brought back at a later date.

NO ACTION taken on items 22.B.1 & 2.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN **COUNTY OF HIDALGO, TEXAS** and the **LA JOYA INDEPENDENT SCHOOL DISTRICT** (the "Amendment"), effective the 6th day of July 2010, is made between the County of Hidalgo and La Joya Independent School District (the "District") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about June 8, 2010 Hidalgo County (the "County") executed an Interlocal Cooperation Agreement ("Interlocal Agreement") which was to be approved and executed by the District in which the parties would agree to collectively make drainage improvements in the vicinity of Bentsen Palm Drive;

WHEREAS, the Interlocal Agreement misidentified the parties' respective responsibilities and the project description;

WHEREAS, due to these mistakes the County now desires to amend and restate the Interlocal Agreement as hereinafter provided; and

WHEREAS, the District, although not executing the Interlocal Agreement desires to execute this Amended and Restated Interlocal Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this Amended and Restated Agreement, the County and District hereby agree to the following:

WHEREAS, County is a political subdivision created by the laws of Texas;

WHEREAS, District is a school district created by the laws of Texas;

WHEREAS, County and District, each pursuant to its statutory and constitutional authority, are responsible for drainage improvements within their boundaries;

WHEREAS, County and District desire to jointly undertake a drainage improvement project along Bentsen Palm Drive located in the County's jurisdiction in order to drain an existing detention pond located on the west end of Palmview High School as is more

particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties have determined it is in their respective best interest to perform the work described herein;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County shall be responsible for installing a drainage system along Bentsen Palm Drive from the Mission Lateral Drainage Ditch to Lobo Drive (the "Drainage Improvements") as is more particularly described in Exhibit "A".

2. The District agrees to reimburse County an amount of Ninety Nine Thousand One Hundred and Eighty Seven Dollars and 20th/100ths ($99,187.20) toward the cost of constructing the Drainage Improvements within thirty (30) days of receipt of invoice from County by District.

3. County shall be responsible for all other costs associated with the Drainage Improvements.

4. The parties further agree that upon completion of the Drainage Improvements the County shall be responsible for the maintenance and operation of the Drainage Improvements so long as such Drainage Improvements remain within the County's jurisdiction.

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

6. The District and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the drainage Improvements no later than six (6) months from the execution of this Agreement.

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

or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within legal requirements and only during the times such conflict exists.

8. **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.

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

10. **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.

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

If to County:	County of Hidalgo Attention: County Judge Rene A. Ramirez P.O. Box 758 Edinburg, Texas 78540-0758
If to District:	La Joya Independent School District Attention: Alda T. Benavidez, Superintendent 201 E. Expressway 83 La Joya, Texas 78560

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.

12. **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.

13. **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.

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

15. **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.

16. **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.

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

18. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as provided.

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 party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

21. The approval of this Interlocal Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached hereto.

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

Jose A. Salinas, School Board President

ATTEST:

Arnoldo Ochoa, School Board Secretary

COUNTY OF HIDALGO, TEXAS

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

EXHIBIT "B"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to make drainage improvements along Bentsen Palm Drive located in within the County in the vicinity of Palmview High School (the "Project") through an Interlocal Cooperation Agreement to be entered into with La Joya Independent School District.

By vote on June 8, 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

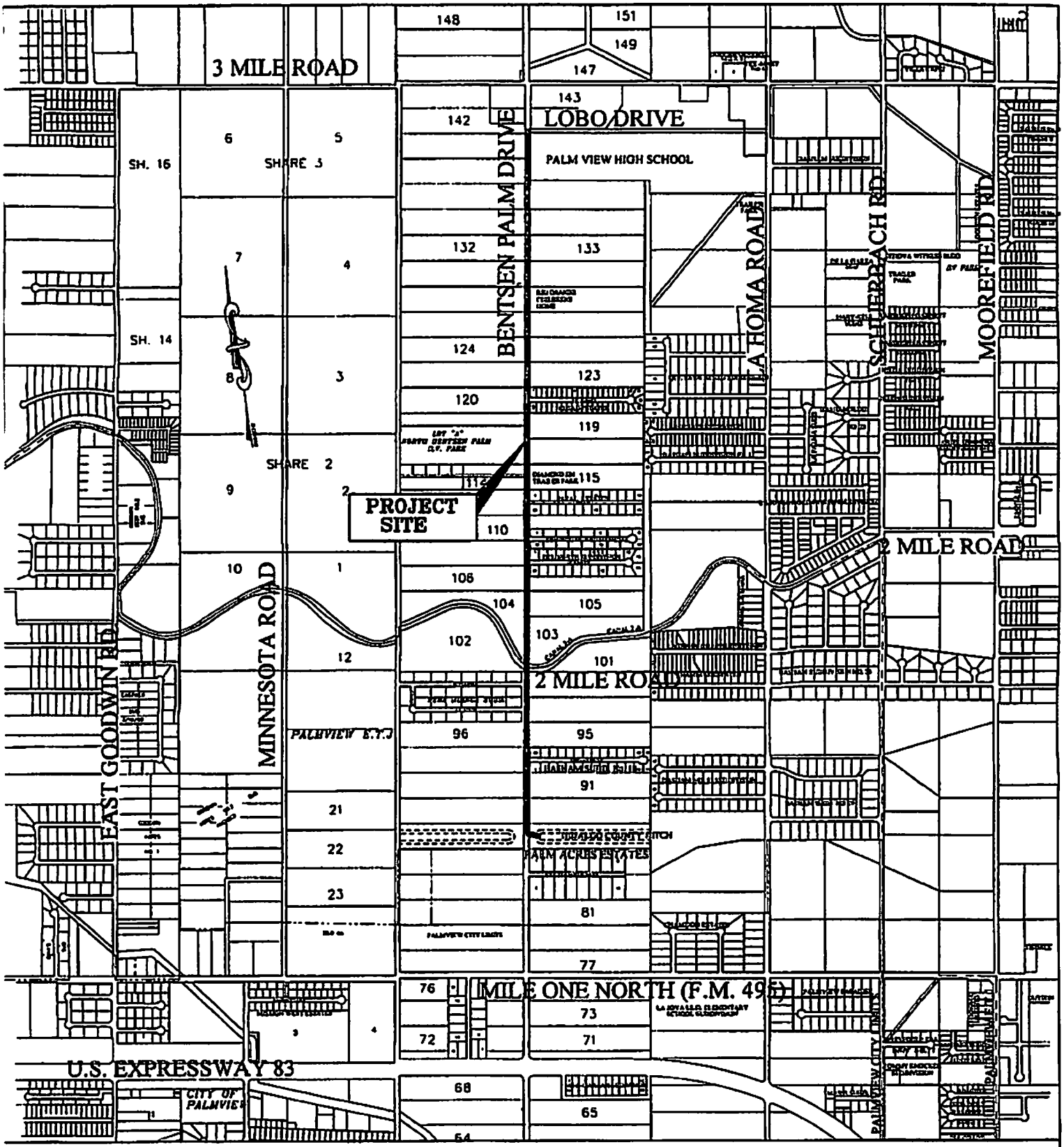
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"



BENTSEN PALM DRIVE
DRAINAGE OUTFALL IMPROVEMENTS

HIDALGO COUNTY PRECINCT 3

DATE: September 14, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for Precinct #3 C.O. 2009 (1339)

AI-22885

ACCOUNT NUMBER: 0-1339-431-00-123-084-0-733

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1339-431-00-123-084-0-733	CO 2009-Pct. #3 Bentsen Palm - Drainage	$ 99,187.20
Revenue Acct:		
0-1339-337-00-123-001-0-000	*Intgt'l Rev - La Joya ISD - Bentsen Palm Dr*	*99,187.20*
	TOTAL BUDGET INCREASE (DECREASE)	**99,187.20**

REASON:
Appropriation of revenues received by La Joya ISD in relation to the Interlocal Agreement for the drainage improvements of Bentsen Palm Drive.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-22863 **19.D.**

Acceptance of the FY 2010 Jag grant award (Award# 2010-DJ-BX-0640)
CC REGULAR

Date:	09/14/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Auxiliary Court
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

FY 2010 Jag grant (1282):
1. Approval to accept the FY 10 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $103,606.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the FY 10 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2010 appropriation of funds for the FY 10 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $103,606.00 (1282).
4. Approval of Salary Schedule.

BACKGROUND

FY 10 Jag funds will cover salaries, fringe benefits, and other allowances (Bailiff and Court Coordinator - Auxiliary Court) for approximately 11 months (February 2011 - December 2011).

The award should be signed by the authorized recipient official (County Judge). The authorized recipient official should also initial each page of Special Conditions. Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2010-DJ-BX-0640 Grant Period 10/1/09 thru 9/30/13

Reference:
AI#21693 6-22-10 To apply for grant
AI#21718 6-29-10 Public Hearing & Discussion... on Program application, strategies, narratives etc.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1282-412-00-115-047-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $103,606.00 for the FY 10 Jag Grant.

Revenue account--> 0-1282-331-10-115-047-3-000 Justice Assistance Grant - Revenue

Change of status forms to be sumitted for processing upon exhaustion of funds. rc

Attachments

Link: FY 10 Jag award documents
Link: email award notice
Link: Appropriation
Link: cert of revenues
Link: SALARY SCHEDULE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	09/10/2010 08:30 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/10/2010 04:35 PM	APRV
3	Budget & Management	Angela Garcia	09/10/2010 04:40 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Manuel Chapa Started On: 09/08/2010 01:19 PM

Final Approval Date: 09/10/2010

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 23, 2010

The Honorable Rene Ramirez
Hidalgo County
100 E. Cano Street
2nd Floor
Edinburg, TX 78539-4548

Dear Judge Ramirez:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 10 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of $103,606 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Esmeralda C. Womack, Program Manager at (202) 353-3450; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II
Acting Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 23, 2010

The Honorable Rene Ramirez
Hidalgo County
100 E. Cano Street
2nd Floor
Edinburg, TX 78539-4548

Dear Judge Ramirez:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 E. Cano Street 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2010-DJ-BX-0640

5. PROJECT PERIOD: FROM 10/01/2009 TO 09/30/2013

BUDGET PERIOD: FROM 10/01/2009 TO 09/30/2013

6. AWARD DATE 08/23/2010

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
FY 2010 Justice Assistance Grant Program

10. AMOUNT OF THIS AWARD $ 103,606

11. TOTAL AWARD $ 103,606

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

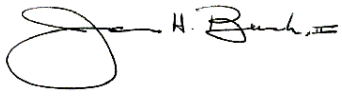
GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

James H. Burch II
Acting Director

17. SIGNATURE OF APPROVING OFFICIAL



[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Rene Ramirez
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		103606

21. JDJUGT1901

PROJECT NUMBER 2010-DJ-BX-0640 AWARD DATE 08/23/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

PROJECT NUMBER 2010-DJ-BX-0640 AWARD DATE 08/23/2010

SPECIAL CONDITIONS

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

10. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

11. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

12. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

13. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

SPECIAL CONDITIONS

16. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

18. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

PROJECT NUMBER 2010-DJ-BX-0640 AWARD DATE 08/23/2010

SPECIAL CONDITIONS

19. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

20. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

21. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2010-DJ-BX-0640

This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Esmeralda C. Womack
(202) 353-3450

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 E. Cano Street
2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

FY 2010 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

FY 2010 Justice Assistance Grant Program

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 E. Cano Street 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2009 TO: 09/30/2013

8. BUDGET PERIOD

FROM: 10/01/2009 TO: 09/30/2013

9. AMOUNT OF AWARD

$ 103,606

10. DATE OF AWARD

08/23/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Hidalgo County will apply JAG funding towards essential criminal justice services. Through the grant, the county will support the salaries of a bailiff and court coordinator assigned to the auxiliary courts. The grant funded personnel will help ensure the county's criminal caseload is processed in a timely and efficient

manner.

NCA/NCF

-----Original Message-----
From: donot-reply@ojp.usdoj.gov [mailto:donot-reply@ojp.usdoj.gov]
Sent: Monday, August 23, 2010 8:29 PM
To: lorie_ochoa@yahoo.com; manuel.chapa@co.hidalgo.tx.us
Subject: GMS Award 2010-DJ-BX-0640

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
   a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
   b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.
4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Esmeralda C Womack at 2023533450.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the

award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Esmeralda C Womack at 2023533450. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: http://ojprdcweb201

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:
http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions:
http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Esmeralda C Womack at 2023533450.

DATE: September 9, 2010

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept of Budget & Mgmt for FY 10 Justice Assitance Grant (JAG) - (1282)

ACCOUNT NUMBER: 0-1282-412-00-115-047-3-XXX (Jag Grant

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

2010
Transfer
AI#22863

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
0-1282-412-00-115-047-3-113	JAG-Salaries - F/T Employees	78,007.00
0-1282-412-00-115-047-3-115	JAG-Longevity Pay	441.00
0-1282-412-00-115-047-3-116	JAG-Interpreter Pay	5,509.00
0-1282-412-00-115-047-3-211	JAG-Health Insurance	4,970.00
0-1282-412-00-115-047-3-212	JAG-Life Insurance	50.00
0-1282-412-00-115-047-3-220	JAG-FICA	6,422.00
0-1282-412-00-115-047-3-230	JAG-Retirement	7,787.00
0-1282-412-00-115-047-3-250	JAG-Unemployment Compensation	420.00
0-1282-412-00-115-047-3-260	JAG-Worker's Compensation	0.00
	TOTAL APPROPRIATION	**103,606.00**
0-1282-331-10-115-047-3-000	Justice Assistance Grant - Revenue	103,606.00
	TOTAL REVENUE	**103,606.00**
	TOTAL BUDGET INCREASE (DECREASE)	**103,606.00**

REASON: To appropriate the FY 2010 Edward Byrne Justice Assistance Grant (JAG) Program award.

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 10, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$103,606.00	FY 2010 Justice Assistance Grant Program

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/10/10
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.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1282-412-00-115-047-3

AI - 22863

JAG

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	
G001	113	COURT COORDINATOR				46,340.00	46,340.00	480.00	0.00	0.00	0.00	0.00	46,820.00
G002	113	BAILIFF/INTERPRETER				38,627.00	35,000.00	0.00	6,000.00	0.00	0.00	0.00	41,000.00
						84,967.00	81,340.00	480.00	6,000.00	0.00	0.00	0.00	87,820.00

AI-22889 **20.A.4.**

Cancellation of Proj. & Exemption/Engagement of Short Term Contract-Legal Services-Civil Service Comm.

CC REGULAR

Date:	09/14/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Approval to cancel the current project/advertising of: "Legal Services for Hidalgo County Civil Service Commission" approved for publication by CC 8-10-10 and ready to accept proposals on 9-15-10;

b. Requesting exemption from competitive bidding requirement under Texas Local Government Code 262.024 (a)(4), a professional service;

c. Authority to negotiate a short term (termination of 12-31-10) professional services letter of engagement with the Jerry Munoz, Attorney at Law, for the provision of legal services to the Hidalgo County Civil Service Commission.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-50-190-001-0-333

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

BUDGETARY IMPACT:

Funds available in the amount of $7,500.00, as of 09/09/10.

Attachments

Link: AD

Link: Cover Memo

Link: Previous Agreement

Link: Local Government Code 262.024 a (4)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/09/2010 02:25 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:32 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/09/2010 04:33 PM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:54 AM	APRV

Form Started By: Marty Salazar

Started On: 09/09/2010 11:40 AM

Final Approval Date: 09/10/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 25, 2010

The Monitor
1400 East Nolana
Commission -
McAllen, Texas 78504

Re: RFQ –Legal Services for Civil Service

Hidalgo County"
Acceptance Date: September 15, 2010

Respondents:

Please publish twice the enclosed **"RFQ No.: 2010-135-09-15CGV-Legal Services for Civil Service Commission -Hidalgo County"** advertisement under the legal ad section of your newspaper. The first publication should run on **Saturday, August 28, 2010** and the second time on **Saturday, September 4, 2010.**

After these publications please submit to this office a publisher's affidavit for our records. The billing statement should be mailed to:

Hidalgo County Purchasing Department
Attn: Nielda Cavazos
2812 So. Business Hwy 281
Edinburg, TX 78539

Thank you for your assistance in this matter.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

REQUEST FOR QUALIFICATIONS

TO SUPPLY HIDALGO COUNTY with sealed statement of qualifications (SOQ's) on **"RFQ NO.: 2010-135-09-15CGV-Legal Services for Civil Service Commission - Hidalgo County"**

Requirements Packets may be obtained by calling the Hidalgo County Purchasing Department at (956) 318-2626, requested via email to: cris.villarreal@co.hidalgo.tx.us, or may be picked up at the Hidalgo County Purchasing Department, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** New Administration Building, Edinburg, Texas, 78539.

UPON SUBMITTING SEALED SOQ's, participants are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Participant's name and address on the upper left hand corner of the sealed envelope and/or package and **RFQ NO.: 2010-135-09-15CGV-Legal Services for Civil Service Commission - Hidalgo County"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2010-135-09-15CGV - Legal Services for Civil Service Commission -Hidalgo County"**

The sealed SOQ's must contain one (1) original and seven (7) copies of the statements of qualifications and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2812 S. Business Hwy. 281	2802 S. Business Hwy. 281
Hidalgo County	Hidalgo County
New Administration Building	New Administration Building
Edinburg, Texas 78539	(Southeast of Canton Rd & Business 281)
	Edinburg, Texas 78539

SEALED STATEMENTS OF QUALIFICATIONS will be accepted until **9:30 a.m. on Wednesday, September 15, 2010** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

HIDALGO COUNTY reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 10th day of August, 2010.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

8-28-10

1003 Antiques/ Classics 1003 Antiques/ Classics 1003 Antiques/ Classics
LEGAL/BIDS LEGAL/BIDS LEGAL/BIDS

REQUEST FOR QUALIFICATIONS

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Hidalgo County Purchasing Department

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2812 S. Business Hwy. 281	2802 S. Business Hwy. 281
Hidalgo County	Hidalgo County
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Edinburg, Texas 78539	(Southeast of Canton Rd & Business 281)
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BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 10th day of August, 2010.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

9-1-10

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 30, 2010

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Hidalgo County- Legal Services-Hidalgo County Civil Service Commission"**
RFQ No: 2010-135-09-15CGV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY

"Legal Services for Hidalgo County Civil Service Commission"

RFQ No: 2010-135-09-15CGV

1. **Request For Qualifications Letter.**

2. **Request for Qualifications, Legal Notice, consisting of __10__ pages.**
   (Page 10 must be submitted with response)
3. **Requirements, Exhibit A, consisting of __8__ pages.**

4. **Evaluation Criteria, Exhibit B, consisting of __3__ pages.**

5. **Insurance Requirements, Exhibit C, consisting of __3__ pages.**

6. **Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of __1__ page.**
   (Must be submitted a with response)
7. **Participant's Affidavit, Exhibit E, consisting of __1__ page.**
   (Must be submitted with response)
8. **Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of __7__ pages.**
   (Must be submitted with response)
9. **Certification Regarding Debarment, consisting of __1__ page.**
   (Must be submitted with response)

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

August 30, 2010
Date

RFQ No: 2010-135-09-15CGV	Buyer III: Griselda (Cris) Villarreal	Tel. No: (956) 318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

"Legal Services-Hidalgo County Civil Service Commission"

September 15, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

PURCHASING DEPARTMENT
County Of Hidalgo

E-09-392-09-01

August 18, 2009

Hon. Jaime "Jerry" Munoz
LAW OFFICES OF JERRY MUNOZ
412 West US Hwy 83
San Juan, Texas 78589
Ph. (956) 781-5444

via email jaimejmunoz@aol.com
via facsimile (956) 787-9|754

Re: ***Extension of Contract No. A-07-253-09-04 -"Legal Services to Represent the Hidalgo County Civil Service Commission"- Hidalgo County***

Dear Mr. Munoz:

Commissioners' Court will take applicable action on (Tuesday, August 25, 2009) in connection with Hidalgo County's option to extend/renew for the ***additional One (1) year term extension*** as provided in the current requirements agreement (under the same rates, terms and conditions). ***Effective date: September 4, 2009 – September 03, 2010.***

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 20, 2009, 12:00 p.m., via email attn: leticia.saenz@co.hidalgo.tx.us and to via facsimile (956) 956-318-2629.

By: Jaime J. Munoz Date: 8-20-09
Honorable Jaime "Jerry" Munoz

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

Leticia M. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

A-07-253-09-04

This Letter of Engagement for Legal Services ("Agreement") is entered into effective as of **September 4, 2007** (the "Effective Date"), by and among the County of Hidalgo, State of Texas, ("County"), Jaime J. Munoz ("Munoz"), and the Hidalgo County, Texas, Civil Service Commission ("Commission").

WHEREAS, the Commission has requested that the County, pursuant to Section 158.011, Texas Local Government Code, contract with a licensed Texas attorney to provide legal services to the Commission; and

WHEREAS, the County, pursuant to the requirements of Texas law, issued Request for Proposal/Qualification Number 2007-253-07-18, entitled "Legal services-Hidalgo County Civil Service Commission"; and

WHEREAS, the County has determined that Munoz meets the qualifications set forth in the Request for Qualification, and the Commission has no objection to Munoz' appointment as legal counsel for the Commission.

NOW THEREFORE, the County, the Commission and Munoz agree as follows:

1. Pursuant to Section 158.011, Texas Local Government Code, and subject to the terms of this Agreement, Munoz is retained as legal counsel for the Commission, and Munoz accepts his appointment as legal counsel for the Commission.

2. The legal fee for legal services performed by Munoz for the Commission will be at the rate of **$125.00 per hour**, prorated for any portion of an hour based on "tenths of an hour." Subject to Section 4 hereof, Munoz may charge for any and all time spent on Commission business, including, but not limited to, attendance at Commission meetings, conferences with individual Commission members, conferences with third parties, preparation, rule development, and correspondence. Subject to Section 4 hereof, Munoz will also be reimbursed for reasonable expenses incurred during the course of Munoz' legal representation of the Commission, including, but not limited to, outgoing faxes, postage, copying costs, and long distance telephone charges.

3. The scope of the legal representation includes, but is not necessarily limited to, the following:

A. Advice regarding statutes, case law and regulations affecting the Commission and the Commission's responsibilities under Subchapter A, Chapter 158, Texas Local Government Code;

B. Advice regarding Commission Rules, and development of Commission Rules;

C. Conferences with Commission members and third parties as needed;

D. Attendance at Commission meetings; and

E. Advice regarding hearings and other matters pending before the Commission.

4. The County, without prior authorization, will pay Munoz for the actual time spent at Commission meetings each month, and for up to ten (10) additional hours (on a non-cumulative basis) each month for other legal services actually requested by a Commission member and performed by Munoz on Commission business during the month. Any request by Munoz for payment of legal services in any month in excess of the amount set out in the previous sentence must be accompanied by an executed Legal Services Authorization Request Form signed by Munoz and a Commission member, and the proposed expenditure of funds approved by the County's Budget Officer. A copy of the Legal Services Authorization Request Form is attached hereto as Attachment "A".

5. Although Munoz does not expect any problems to arise during Munoz' representation of the Commission, Munoz reserves the right to withdraw from representation of the Commission should any of the following occur:

A. Nonpayment of fee statement and/or serious past due accounts;

B. Resistance or refusal by the Commission to provide assistance to Munoz in the performance of Munoz' legal representation of the Commission;

C. In Munoz's opinion, a conflict of interest arises during the legal representation which is/was not apparent at the outset of the legal representation; or

D. Any other situation exists which compromises Munoz's ability to represent the Commission in a legal matter and/or compromises legal and ethical obligations to the bar in general.

Should any situation arise which would lead Munoz to reasonably believe that Munoz needs to withdraw from legal representation of the Commission on a matter, Munoz agrees to discuss the reasons for any withdrawal with the Commission, and take any steps necessary to rectify the situation, if possible, and recommend other legal counsel.

6. Subject to any requirement for "prior authorization" as described in Section 4 hereof, Munoz may request that other legal counsel assist Munoz in fulfilling his legal obligations to the Commission.

7. This Agreement is for a term of two (2) years from the Effective Date with the County's option to renew and extend for one (1) addition year under the same rates, fees, terms and conditions.

8. This Agreement may be terminated by County on ten (10) days prior written notice. This Agreement may be terminated by Munoz on ninety (90) days prior written notice.

Executed and effective as of the Effective Date.

APPROVED AS TO FORM:
ATLAS & HALL LLP

By: _____
Stephen L. Crain

Date: 11-27-07

COUNTY OF HIDALGO

Juan De Dios Salinas, III
Its: County Judge

APPROVED BY COMMISSIONER'S COURT ON: September 4, 2007

ATTEST:

By: Arturo Guajardo, Jr.
Its: Hidalgo County Clerk

HIDALGO COUNTY, TEXAS
CIVIL SERVICE COMMISSION

By: J. Humberto Rodriguez
Its: Chairperson

By: Honorable Jaime J. Munoz
Its: Legal Counsel

ATTACHMENT "A"

Attachment "A"

LEGAL SERVICES AUTHORIZATION REQUEST FORM

THIS LEGAL SERVICES AUTHORIZATION REQUEST FORM ("Request") dated as of _____, is made pursuant to the terms and conditions of a Letter of Engagement for Legal Services ("Agreement") made by and among the COUNTY OF HIDALGO, STATE OF TEXAS, the HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION (the "Client"), and the Hon. Jaime J. Munoz, attorney at law, hereinafter called the "Counsel".

Part I. Scope of Legal Services. The purpose of this Request is

_____

_____

_____

_____

Part 2. Estimated Hour/Cost. The estimated cost and expenses for the legal services under this Request is $_____. The estimated cost and expenses are based upon the hours/costs outlined in ATTACHMENT "A".

Part 3. Payment. Compensation and payment to the Counsel for the legal services established under this Request shall be made in accordance with the Agreement. If the estimated cost is exceeded, Counsel will present a supplemental Request prior to incurring expenditures in excess of amounts approved in this Request.

Part 4. Period of Service. All legal services associated with this Request shall be performed within the time necessary to complete the legal services requested and authorized through the terms and conditions described in this Request and in the Agreement.

Part 5. Responsibilities and Obligations. This Request does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. Hidalgo County Civil Service Commission: Member authorization.

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

By:_____ _____
Hidalgo County Civil Service Member (Printed name of member)

Part 7. Acceptance and Acknowledgment. This Request is effective when executed by Client pursuant to Part 6, and by Counsel pursuant to this Part 7, together with approval of the expenditure of funds associated with the Request by the County's Budget Officer in Part 8.

_____
Jaime Jerry Munoz-Legal Counsel

Part 8. Budgetary Impact: $_____

Approved and appropriated: Yes:_____ No:_____

Valde Guerra:_____ or Designee:_____
Hidalgo County Budget Officer (Signature/printed name)

EXHIBIT "A"
SCOPE OF SERVICES/REQUUIREMENTS

EXHIBIT "A"
REQUIREMENTS
RFP/NO: 2007-253-07-18
LEGAL SERVICES-HIDALGO COUNTY CIVIL SERVICE COMMISSION

OVERVIEW:
Hidalgo County is inviting statements of qualifications from qualified legal firms for Legal Services for Civil Service Commission. Hidalgo County is seeking to enter into a legal services contract(s) with a state-registered (Texas) legal firm. The following is the criteria for the scope of services and qualifications (with some exemptions) the following programs or participants also come before "The Commission".

- Hidalgo County Head Start Program
- Hidalgo County Urban County Program
- Hidalgo County Service Agency (CSA)
- Hidalgo County Drainage District No. 1

SCOPE OF SERVICES:
The services required by "the Commission" Hidalgo County Civil Service Commission program are services related to employment law, including but not limited to are as follows:

1. Firm must become thoroughly familiar with Hidalgo County Civil Service Commission system and more specifically as it pertains to "the Commission";

2. Be available to meet with members of "the Commission" on an " As Needed Basis" in order to assist and provide "Legal Services" with respect to Civil Serviced Commission statutes, rules and/or orders relevant to matters pending directly related to hearings only;

3. Attendance at the Civil Service Commission meetings on an "As Needed Basis" to advise and counsel "the Commission" in connection with matters pending at hearings only;

FIRM QUALIFICATIONS-REQUIREMENTS:

- Attorney(s) licensed to practice law in the State of Texas;
- Attorney(s) with a minimum of five (5) years in General Civil Law;
- At least two (2) years experience in labor and/or employment law;
- At least two (2) years in matters pertaining to Federal, County or Municipal Civil Service law;
- Provide documentation demonstrating any experience rendering the scope of services required.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel.

EXHIBIT "B"
FEE SCHEDULE

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Honorable Jaime "Jerry" Munoz
The Law Offices Of Jaime J. Munoz
Via Fax: (956) 787-9175

From: Vangie Y. Garcia, Buyer II
Hidalgo County Purchasing Department

Date: August 27, 2007

Re: Best and Final Offer for -"Legal Services-Hidalgo County Civil Service Commission"
(RFP NO: 2007-253-07-18-VYG)

Pursuant to your "Best And Final Offer" response, the County Of Hidalgo is asking to reconsider due to the original proposal in your RFP/Q packet submitted was less than the amount you stated in your "Best And Final Offer".

We request that you submit your new "Best And Final Offer" by Tuesday, August 28, 2007, by 10:00 A.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Tuesday, September 4, 2007, for approval of the "Best And Final Offer" and approval of the "Letter Of Engagement For Legal Services".

Best and final offer of the proposed contract rate of $ 125.00 /Per Hour

We ask that you approve by signing below acknowledgment of receipt of this memo and via fax to (956)318-2629, with your "Best and Final Offer" response .

Signed: Jaime J. Munoz **Title:** Attorney

Printed Name: Jaime J. Munoz

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10-31-2007

PRODUCER

Dominion Insurance Services
370 Park Street, Suite 8
Moraga, CA 94556

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

Munoz, Attorney at Law
PO Box 47
San Juan, TX 78589

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: Zurich-American Guarantee & Liability

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	EXCESS LIABILITY OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
E	OTHER Errors & Omissions	LPL-5962562	09-20-2007	09-20-2008	Limits: $1mil/$1mil Deductible: $2,500	

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

Prior Acts to 09-20-2007

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Dominion Insurance Services, Inc.
www.dominioninsurance.com
270 North Main, Suite A
Alpine, Utah 84004

Where the Answers Are
Phone (801) 492-9100
Fax (925) 313-9978
License 102671

To: Jaime J. Munoz
Munoz, Attorney at Law
Phone: (956) 781-5444 Fax: (956) 787-9175
From: Tiffany Dunn
Date: September 24, 2007
File: 104742
Re: **Confirmation of Coverage**
Insured: Munoz, Attorney at Law
Carrier: Zurich American Insurance Company
Policy Period: 09-20-2007 to 09-20-2008 retroactive to 09-20-2007
Limits: $1mil/$1mil Deductible: $2,500

This will serve to follow up on the placement of your professional liability insurance through our brokerage. Enclosed you will find a Confirmation of Coverage which will serve as temporary evidence of your insurance pending receipt of your policy from the carrier. We anticipate policy issuance within the next 30-90 days or so.

Thank you for your consideration. If you have any questions at all, please do not hesitate to contact me.

Enclosures:
Confirmation of Coverage

THIS MESSAGE IS INTENDED ONLY FOR USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION WHICH IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the agent responsible for delivering the message to the intended recipient you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and then delete this email and destroy any hardcopy printouts of the same.

YAHOO! MAIL Classic

Print - Close Window

Date: Wed, 17 Oct 2007 14:13:45 -0600

From: "Dominion Staff" <dominioninsurance@gmail.com>

To: garcia_vangie@yahoo.com

Subject: Certificate of Insurance for Jaime Munoz

Vangie,

Regarding your request to add Hidalgo County as an additional insured on the policy of Jaime Munoz, please note that additional insureds are not allowed on an LPL policy. You would probably have to contact the BOP policy broker..

Thank you,

Tiffany Dunn
Dominion Insurance

Affidavit & Indemnity Agreement

Date: November 3, 2007

Affiant: Jaime "Jerry" Munoz

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Jaime "Jerry" Munoz** states he is a sole proprietor doing business as with Hidalgo County under Legal Services dated September 4, 2007 . Affiant will provide services for Hidalgo County Civil Services Commission under a Hidalgo County Purchase Order as approved on September 4, 2007.

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Jaime J Munoz Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on 11/13/07.

Imelda Barrera Notary Public, State of Texas

IMELDA BARRERA
My Commission Expires
May 11, 2009

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
B. TITO RAMIREZ INS. AGENCY
111 W BUS HWY 83
PHARR, TX 78577

Issue Date (MM/DD/YY) 11/13/2007

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 shown below.

St. 19 Dist. 42 Agent 317

Insured Name & Address
Law Office of Jerry Munoz
412 W US HWY 83
SAN JUAN, TX 78589

Companies Providing Coverage:

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Coverages

This is to certify that 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. Limits shown may have been reduced by paid claims.

Co. Ltr.		Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
		General Liability Commercial General Liability - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.				General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	$ $ $ $ $ $
	X	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability	07594-98-45	04/01/2007	04/01/2008	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	$ 55,000 $ $ $ $
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 $ $ $

Description of Operations/Vehicles/Restrictions/Special Items:

2005 Honda CR-V LX (Vin# JHLRD68545C000395) (Comp/Coll $1000 ded)

2004 Chevrolet Trk (Vin# 1GCHK23UX4F218151) (Comp/Coll $1000 ded)

Certificate Holder

Name & Address

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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 company, its agents or representatives.

Authorized Representative

7. **Presentation for discussion, acceptance, and approval of the final negotiated contract including acceptance of the "Best and Final Fees" (subject to legal review) with "Honorable Jaime (Jerry) Munoz" for *RFPIQ* NO: 2007-253-07-18-VYG-Legal Services-Hidalgo County Civil Service Commission".**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval subject to the attorney discussion with Commissioner Flores.

8. **Approval of Request for Payment Application No. 13 in the amount of $6,506.55 from Joe Williamson Construction Go., Inc., contracted vendor for "Construction of Offices at the New Administration Building," and as certified for payment by project architect Rike Ogden Figueroa Allex Architects; C-06-092-07-25**

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

9. **Recommending to reject all bids with authority to re-advertise project for: "Additional Auctioneer Services" inasmuch as bids received do not meet County specifications and/or requirements.**

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

B. **Pct. 1**

1. **A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services in connection with environmental assessment;**

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

   B. Presentation of scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" of engineers/firms:
   1)_____,2) 3)

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to rank Dos Logistics with 97 points as #1, Seagler, Winston, Greenwood with 92 points as #2 and Drash Consulting with 91 points as #3.

   C. Authority to negotiate a professional engineering services contract with the no.1 ranked firm of _____ for the provision of professional engineering services in connection with an environmental assessment for parks indoor/outdoor grant.

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval with Dos Logistics as #1.

7.A.

AI-17034
Hidalgo County-Extension-Hon. Jaime "Jerry" Munoz-A-07-253-09-04
CC CONSENT

Date: 09/01/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION
Requesting authority to exercise the additional one (1) year periods as provided in current contract for: "LEGAL SERVICES to REPRESENT THE HIDALGO COUNTY CIVIL SERVICE COMMISSION" for Hidalgo County under the same rates, terms and conditions with the HONORABLE JAIME "JERRY" MUNOZ, Effective: 09/04/09 - 09/03/10 Contract A-07-253-09-04

BACKGROUND
Acknowledgment Letter of Extension from: Hon. Jaime "Jerry" Munoz

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-30-115-016-0-333
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$94,113.31 available balance as of 08/28/09. rc

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-50-190-001-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$5,375.00 available balance as of 08/28/09. rc

Attachments

Link: Extension-Hon. Jaime "Jerry" Munoz
Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 11:51 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 11:16 AM	APRV
4	Auditor's Office		08/28/2009 05:58 PM	NEW

Form Started By: Letty Saenz
Started On: 08/19/2009 10:53 AM
Final Approval Date: 08/28/2009

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

AI-22881 **20.A.5.**

Renovations to County Courthouse Vacated Space by DA-Status and Direction

CC REGULAR

Date:	09/14/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

At the request of District Attorney Office, status and direction on plans for renovating vacated spaces at the Hidalgo County Courthouse.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-412-00-220-010-0-452

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

BUDGETARY IMPACT:

Any expenditures for renovations of the Courthouse are part of new C/O proceeds.

Attachments

Link: Contract

Link: Purchase Order 619286

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/09/2010 04:01 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 04:21 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/10/2010 11:01 AM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 11:03 AM	APRV

Form Started By: Marty Salazar Started On: 09/08/2010 05:02 PM

Final Approval Date: 09/10/2010

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the Twenty-third day of December in the year Two-Thousand and Eight.
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

and the Architect:
(Name, address and other information)

ERO International, LLP
300 South 8th Street
McAllen, Texas 78501
Phone Number: (956) 661-0400
Fax Number: (956) 661-0401

For the following Project:
(Include detailed description of Project)

Phase I:
EXISTING CONDITIONS
Prepare Drawings of existing conditions of the site (including sidewalks, parking, etc.) and buildings (floor plans and exterior elevations) on the Courthouse Square bounded by McIntyre Street on the north, Closner Blvd. on the east, Cano Street on the South and 10th Ave. on the west.

Phase II:
(Approved in Commissioners' Court on December 16, 2008 to complete described Exhibit "D " Appendix A)
(A) PROPERTY CONDITION ASSESSMENT; ENVIRONMENTAL ASSSESSMENT
(B) NEEDS ANALYSIS AND PROGRAMMING
Phase II (A) Perform a facilities assessment, building code assessment and deferred maintenance assessment of the site, buildings and physical plant.

Init.
/

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User Notes: (1052290373)

Phase II (B) Needs Analysis & Programming.

Phase III:
DESIGN AND CONSTRUCTION
Design the renovation of the 3rd, 4th, and 5th floors to accommodate new courtrooms and ancillary spaces.

All Phases are on an **"As Needed Basis"** as approved by Commissioners' Court and no work should be commenced by the Architect until Architect receives a written Notice to Proceed by Owner.
No work is guaranteed under any Phase described herein.

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

Evaluate existing courthouse for possible renovation.

§ 1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

100 North Closner, Edinburg, Texas 78539

§ 1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

N/A

§ 1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

N/A

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
.3 A stipulated amount of $216,580.00 for Architectural services for Phase I.
.4 A stipulated amount of $95,000.00 for Architectural services for Phase II (A);
.5 A stipulated amount of $125,000.00 for Phase II (B);
.6 An allowance of $20,000.00 for Phase II (A) & (B) to apply to travel and reimbursable expenses shall not be exceeded without prior written acceptance of the Owner.
.7 Phase III to be determined by written agreement between Owner and Architect at a later date if project warrants the work and Architect is issued a written Notice to Proceed by Owner.

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Phase I – 4 months period upon approval of Commissioners' Court
Phase II (A) – 3 months period upon approval of Commissioners' Court

Init.
/
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User Notes: (1052290373)

Phase II (B) – 5 months period upon approval of Commissioners' Court
Phase III- To be negotiated at a later date.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM
§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Hidalgo County Commissioners' Court, Valde Guerra, Commissioners' Court Executive Director, and Daniel Flores, Buildings and Ground Director as referenced on the AIA 201 General Conditions in section 2.1.1, as authorized representatives.
100 E. Cano, 2nd Floor, Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

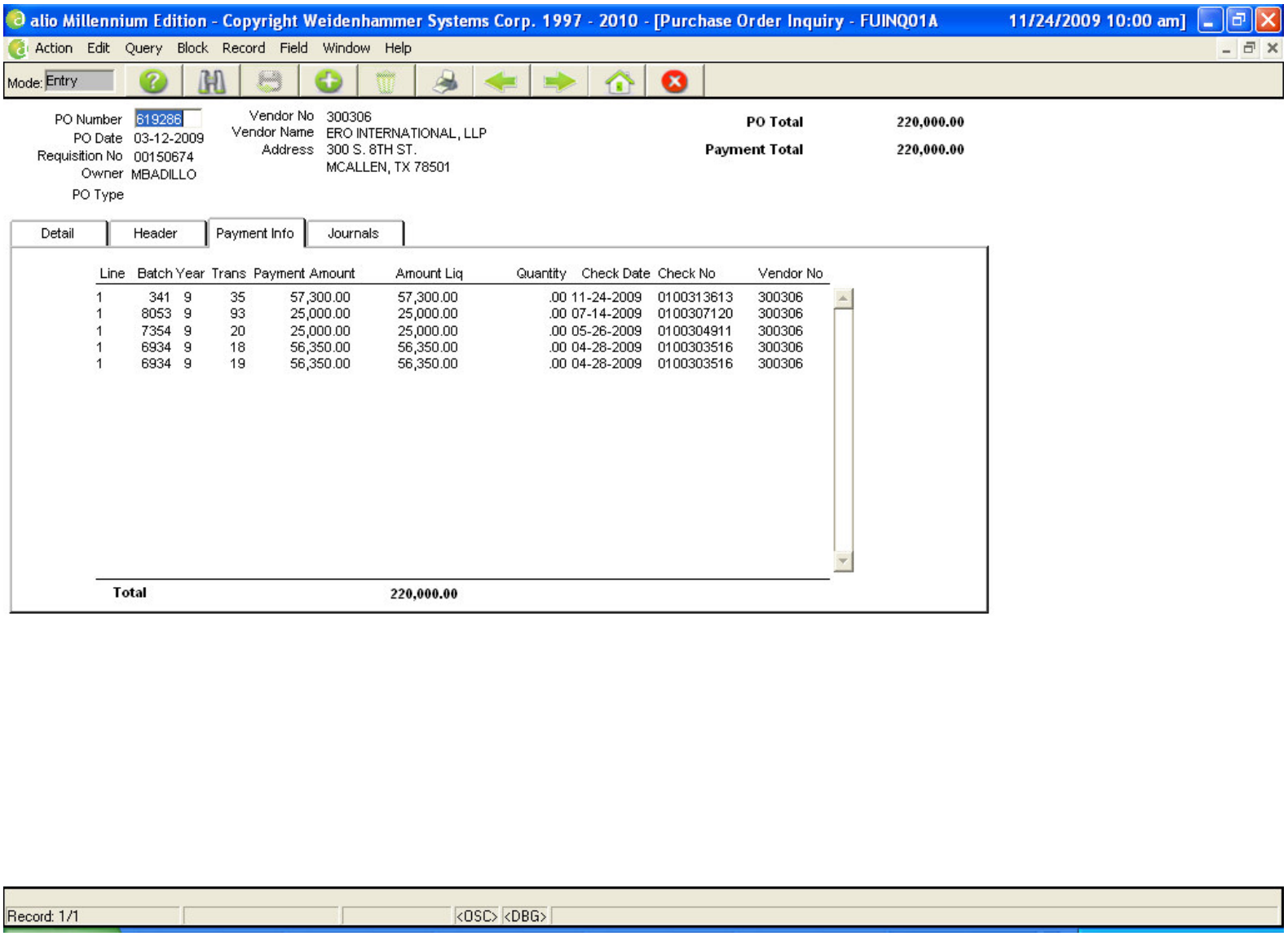
§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Eli R. Ochoa, PE, AIA
300 South 8th Street
McAllen, Texas 78501
Telephone Number: (956) 661-0400
Fax Number: (956) 661-0401
Eochoa@erointernational.com

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.4 Other important initial information is:

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User Notes: (1052290373)


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PO Number 619286
PO Date 03-12-2009
Requisition No 00150674
Owner MBADILLO
PO Type
Vendor No 300306
Vendor Name ERO INTERNATIONAL, LLP
Address 300 S. 8TH ST.
MCALLEN, TX 78501
PO Total 220,000.00
Payment Total 220,000.00
Detail
Header
Payment Info
Journals
Line Batch Year Trans Payment Amount Amount Liq Quantity Check Date Check No Vendor No
1 341 9 35 57,300.00 57,300.00 .00 11-24-2009 0100313613 300306
1 8053 9 93 25,000.00 25,000.00 .00 07-14-2009 0100307120 300306
1 7354 9 20 25,000.00 25,000.00 .00 05-26-2009 0100304911 300306
1 6934 9 18 56,350.00 56,350.00 .00 04-28-2009 0100303516 300306
1 6934 9 19 56,350.00 56,350.00 .00 04-28-2009 0100303516 300306
Total 220,000.00
Record: 1/1
<OSC>
<DBG>

AI-22911 **20.A.6.**

Authority to Advertise-Prof Consulting Svcs-HC-Energy Efficiency and Conservation Strategy

CC REGULAR

Date:	09/14/2010
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to advertise for the sealed procurement of a Request for Qualifications for the engagement/contracting for Professional Consulting Services in connection with Energy Efficiency and Conservation Strategy Project, including approval of basic draft qualifications and requirements (which have been reviewed by DOE).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1287-431-00-110-074-3-311

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

BUDGETARY IMPACT:

Available balance is $250,000.00 as of 9/10/10. Project cost undetermined at this time.

Attachments

Link: Requirements-Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2010 01:54 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 01:59 PM	APRV
3	Dale Kennan	Dale Kennan	09/10/2010 02:56 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Darlene Betancourt — Started On: 09/10/2010 11:05 AM

Final Approval Date: 09/10/2010

EXHIBIT A

QUALIFICATIONS/REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSALS/QUALIFICATIONS

"Professional Consulting Services for
Hidalgo County Energy Efficiency
and Conservation Strategy"

RFP/Q No:

DRAFT

Hidalgo County Hidalgo County is seeking proposals from qualified firms interested in providing Consulting Services for the development of an Hidalgo County Energy Efficiency and Conservation Strategy . This project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Professional Services for the Energy Efficiency and Conservation Strategy"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, _____, 2010. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q Number:

DRAFT

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP/Q Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, _____ 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, _____, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PARTICIPANT'S AFFIDAVIT: Prior Contract award, respondents to this RFP/Q must submit a signed Participant's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Participant's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Participant's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Participant's Affidavit.

NON-COLLUSION: Submitters, by submitting the signed Participant's Affidavit, certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF STATEMENTS OF QUALIFICATIONS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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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 Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP/Q DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in BLUE INK.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM: The term of the agreement will be through _____completion of scope of work, with the County's option to renew for an additional one (1) year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

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SECTION II-RFP/Q REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFP/Q 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/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROJECT OVERVIEW: Hidalgo County is seeking Statements of Qualifications from qualified engineering, environmental, and energy efficiency consultants interested in providing professional engineering and planning services for the Hidalgo County Energy Efficiency and Conservation Strategy. This project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA).

FIRM QUALIFICATIONS:

- Must have demonstrated experience in performing energy audits and determining the energy efficiency of buildings
- Must have demonstrated experience in identifying energy efficiency management/retrofit options;
- Must have demonstrated experience in providing sustainability consulting services, energy conservation strategies, and/or greenhouse gas emissions reduction strategies for facilities;
- Must have demonstrated experience in developing strategies that include goals, strategies, policies, and specific recommendations
- Demonstrated experience in public outreach

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications for all assigned personnel and/or staff, as required by HIDALGO COUNTY, the STATE OF TEXAS, the . The professional firm(s) should provided copies of their license(s), certificates and a copy of their Professional Liability Insurance in the response.

DRAFT

INITIAL SCOPE OF SERVICES:

As part of its efforts to increase energy efficiency and promote energy conservation, Hidalgo County is requesting statements of qualifications and proposals for an Energy Efficiency and Conservation Strategy that will guide the County's energy efficiency improvements for, at least, the next five years.

The study will include, but not limited to the following:

- A review energy usage at various county facilities
- An analysis of energy efficiency at various county facilities
- Identification of possible retrofit options
- Short-term and long-term recommendations to promote energy efficiency and conservation
- Cost estimates for short-term and long-term recommendations
- Payback analysis
- A review of existing energy policies and a list of recommend policies to increase energy efficiency and conservation
- A strategy that will guide the county's efforts for energy efficiency and conservation for, at least, the next five years with recommendations on improvements, recommended timelines, and estimated costs per task
- Identification of possible funding sources
- Trainings that promote energy efficiency and conservation
- Public input

As part of this study, Hidalgo County seeks to further define the purpose and benefit of the project, identify potential partnership opportunities and identify funding sources for project implementation.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated after the ranking by Commissioners' Court of the top three most qualified firms.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written

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Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFP/Qs.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

RFP/Q SUBMISSION: An original and seven (7) copies of RFP/Q's shall be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281
New Administration Building
Edinburg, Texas 78539

All RFP/Q's must be submitted by no later than 9:30 a.m. on Wednesday, _____, 2010.

DRAFT

DRAFT

AI-22882 **20.A.7.**

Dead Body Pickup & Transport Services

CC REGULAR

Date:	09/14/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Recommending approval for Hidalgo County to exercise it's option to issue (as provided in current contract) a Notice of Termination of Contract No. C-10-003-06-22 with Olga Amaro dba/Mortuary Transport Services for "Dead Body Pickup And Transport Services";

b. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section 024(a)(2)-"an item necessary to preserve or protect the public safety of the residents of the county";

c. Authority to negotiate a contract with "All Valley Mortuary Services" for the Dead Body Pickup and Transport Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Available funds in the amount of $373,281.73 as of 09/09/10.

Attachments

Link: Prior Approved Agenda Information

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 02:49 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 03:09 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/09/2010 04:18 PM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:49 AM	APRV

Form Started By: Vangie Garcia Started On: 09/08/2010 05:05 PM

Final Approval Date: 09/10/2010

AI-21655 **25.A.8.**

Award of Bid - "Dead Body Pick-up and Transport Services
CC REGULAR

Date:	06/22/2010
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of agreement to "Olga Amaro dba/Mortuary Transport Services" vendor meeting all specifications and subject to outcome of background checks to be conducted through the District Attorney as stated in procurement packet and contract documents as attached hereto for: Hidalgo County-"Dead Body Pick-up and Transport Services"-Project Number 2010-003-05-26-YZV.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Available funds in the amount of $513,399.77 as of 06/18/10.

Attachments

Link: Participation Log-Bid Tabulation and Dept. Recommendation

Link: Roy's Email

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2010 03:31 PM	APRV
2	Budget & Management	Erika Zamora	06/17/2010 04:50 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2010 10:16 AM	APRV
4	Auditor's Office		06/18/2010 05:33 PM	NEW

Form Started By: Yolanda Velasquez Started On: 06/14/2010 02:48 PM

Final Approval Date: 06/18/2010

From: Josephine Ramirez [mailto:josephine.ramirez@co.hidalgo.tx.us]
Sent: Thursday, June 03, 2010 5:24 PM
To: 'Martha Salazar'
Cc: homer.vasquez@da.co.hidalgo.tx.us; 'Olga Montero'; 'Darlene Betancourt'
Subject: FW:
Importance: High

In response to your request for an opinion as to the ad placement for bids on an autopsy facility we have considered the following:

The current agreement with Ceballos Funeral Home is expiring and the County would like to continue its use of this facility for the purposes of conducting autopsy related services as it is in the interests of the health, safety and welfare of the community. Autopsy related services are performed at the request of an authorized official pursuant to Chapter 49 of the Texas Code of Criminal Procedure.

Given these facts, a contract for autopsy related services may be exempt from the competitive purchasing requirements in the County Purchasing Act Chapter 262 of the Local Government Code. More specifically, services provided by the autopsy facility may be exempted by order of the Commissioner's Court under section 262.024(a)(2) of the Local Government Code from competitive purchasing requirements as a matter affecting the public health or safety. As these are services that go directly to the investigation of the cause of a death and which may be criminal in nature. This could be construed as an issue that would directly affect the safety of the community.

In support, I would refer you Attorney General Opinion JC-0136 (1999). A county contract for ambulance services was deemed to be exempt from the competitive purchasing requirements as a matter affecting the public health or safety.

As we discussed, we are continuing to review the information provided on the remaining matters.

Josie L. Ramirez
Assistant District Attorney
Hidalgo County, Texas
(956)292-7000 ext. 4954 - telephone
(956)292-7035 - facsimile
josephine.ramirez@co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any

plies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 15(a) of Acts 2001, 77th Leg., ch. 1409 provides:

"The changes in law made by this Act apply only to a contract for which requests for bids, requests for proposals, or requests for qualifications are published or distributed after September 1, 2001."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(10) any work performed under a contract for community and economic development made by a county under Section 381.004.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties

AI-22880 **20.A.8.**

Right of Entry Ratification-FEMA-Additional County Locations
CC REGULAR

Date: 09/14/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Ratification of execution of Right of Entry agreement between Hidalgo County and Federal Emergency Management Agency in connection with ALEX for additional requested County sites.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:
No fiscal/ budgetary impact.

Attachments

Link: Right away entry

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/09/2010 01:31 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:24 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/09/2010 04:19 PM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:47 AM	APRV

Form Started By: Marty Salazar Started On: 09/08/2010 04:59 PM

Final Approval Date: 09/10/2010

Right of Entry Agreement between
The United States Government
and
Hidalgo County

This shall serve as a temporary agreement between: Hidalgo County, hereinafter referred to as Grantor, whose mailing address is 1429 S Tower Rd Alamo, ,Tx and the Federal Emergency Management Agency, hereinafter referred to as Grantee, whose mailing address is 800 N Loop 288 Denton, Texas. The parties are collectively referred to as the Parties to this Agreement.

Whereas, the Parties mutually agree to a "Right of Entry" providing Grantee access to space located at 1429 S Tower Rd Alamo, Texas 78516 . for the purpose of positioning and operating a FEMA / SBA MDRC/DRC site. The MDRC/DRC will serve the victims of Hurricane Alex.

The Parties further agree to the following general terms and conditions:

The Grantee shall have access to the premises 24 hours a day.
The Grantee shall be permitted to employ armed guards on the premises.
The Grantee agrees not to place its vehicles or trailers in areas that will interfere with the ingress and egress to the site.
The Grantee will provide a written notice within 24 hours of vacating the premises.
The signing of this form will act as a binding agreement between the above mentioned parties until a formal lease agreement is signed.

FEMA Officer
FEMA Public Building Services

Date

Grantor

9/8/10
Date

Hidalgo County Judge
Title

Right of Entry Agreement between
The United States Government
and
Hidalgo County

This shall serve as a temporary agreement between: Hidalgo County, hereinafter referred to as Grantor, whose mailing address is 510 N FM 1015 Progreso, Tx and the Federal Emergency Management Agency, hereinafter referred to as Grantee, whose mailing address is 800 N Loop 288 Denton, Texas. The parties are collectively referred to as the Parties to this Agreement.

Whereas, the Parties mutually agree to a "Right of Entry" providing Grantee access to space located at 510 N FM 1015 Progreso, Texas 78579 . for the purpose of positioning and operating a FEMA / SBA MDRC/DRC site. The MDRC/DRC will serve the victims of Hurricane Alex.

The Parties further agree to the following general terms and conditions:

The Grantee shall have access to the premises 24 hours a day.
The Grantee shall be permitted to employ armed guards on the premises.
The Grantee agrees not to place its vehicles or trailers in areas that will interfere with the ingress and egress to the site.
The Grantee will provide a written notice within 24 hours of vacating the premises.
The signing of this form will act as a binding agreement between the above mentioned parties until a formal lease agreement is signed.

FEMA Officer
FEMA Public Building Services

Date

Grantor

9/8/10
Date

Hidalgo County Judge
Title

AI-22901 **20.B.1.**

Purchase of (2) Riding Lawn Mowers-Pct. 1 Parks

CC REGULAR

Date:	09/14/2010
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 (2) heavy duty riding lawn mowers for Pct. #1 from Moridge Manufacturing dba Grasshopper Company an awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08 as follows: One (1) Model 227/72 with a 72" Duramax Cutting Deck in the amount not to exceed **$8,441.25** BB Pricing and One (1) Model 729T/3461 to include Dethatcher 60", 60" Aera-vator but not limited to a Model 15 Collection System in an amount not to exceed BB pricing of **$18,225.00** for a combined total of **$26,666.25,** which includes delivery, fees and any other appurtenances.

BACKGROUND

As requested and recommended for purchase by Pct. #1 staff Jorge Flores on behalf of Commissioner AC Cuellar and Raul Lozano, Chief Administrator; this item is to be funded under acct. #0-1100-452-00-121-013-0-748.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-121-013-0-748

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Req #181647 for Moridge Manufacturing, Inc.-Amount available as of 9-10-10 $8,441.25
Req #181651 for Moridge Manufacturing, Inc.-Amount available as of 9-10-10 $18,225.00

Attachments

Link: lawn mowers pct. 1

Link: specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2010 12:18 PM	APRV
2	Budget & Management	Ivan Cantu	09/10/2010 01:29 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/10/2010 01:40 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Oscar Garza

Started On: 09/09/2010 04:44 PM

Final Approval Date: 09/10/2010

Oscar Garza

From: Sharon McAfee [Sharon.McAfee@tasb.org] on behalf of InBoxBB [BuyBoard@tasb.org]
Sent: Thursday, September 09, 2010 12:28 PM
To: 'Oscar Garza'
Subject: RE: Verification of Dealer

H&H Outdoor Power Equipment in Haqrlingen, TX is a dealer authorized to give you a quote for Moridge products. Your purchase order will need to be made out to Moridge and faxed to us at 800-211-5454. You can list your delivering dealer (H&H) somewhere on your p.o.

Sharon McAfee
BuyBoard Program Director
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: sharon.mcafee@tasb.org

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Thursday, September 09, 2010 11:55 AM
To: InBoxBB
Cc: jorge.flores@co.hidalgo.tx.us
Subject: Verification of Dealer

We are trying to verify if H&H Golf Carts, Inc. is an approved dealer for Moridge Manufacturing BuyBoard #292-08.
Vendor Contract Information does not show any dealers under Moridge, please clarify.

Your assistance will be deeply appreciated.

Thank you

Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

Vendor #358797

Moridge Manufacturing,
PO Box 810,
Moundridge, KS 67107

GRASSHOPPER®
YOUR NEXT MOWER®

Quote

Customer

Name	**Hildago County**		
Address	28312 FM8		
City	Edcouch	State TX	ZIP 78538
Fax:		**Attention:** Jorge Flores	
Phone:	956-262-6585	Email: jorge.flores@co.hildalgo.tx.us	

Misc

Date	9/8/2010
Contract No.	292-08
Contract Name	Buy Board
Rep:	

Qty	Order #	Description	List Price	Bid Price	TOTAL
1	534133	**Model 227/72** 27 hp, Kohler Command Pro, V-twin 72" DuraMax™ Cuttnig Deck 515-56	$11,255.00	$ 8,441.25	$ 8,441.25

SubTotal		$ 8,441.25
Set up/Delivery		Included
		$ -
Trade Allowance	$0.00	$0.00
TOTAL		$ 8,441.25

Dealer

Dealer Name H & H Outdoor
Address
Harlingen, TX
Phone:
Contact:

Make PO out to Moridge Mfg., Inc.

PO#	
Signature:	

All Quotes are good for 30 days, and all equipment comes with a 2 year limited warranty

For Additional Information

Please Contact: Brent Dobson *Fax: 316-462-0593*
Phone: 620-345-8621 *Email:* bdobson@grasshoppermower.com

www.grasshoppermower.com

Santiago Gonzalez
9-8-10

QUICK-REFERENCE PRICING - POWER UNITS w/ DECKS

GRASSHOPPER PRICING - EFFECTIVE SEPT 1, 2009

MidMount™ Units / DuraMax® Decks

Promo Models		MSRP	Buy Board Price
534061	Model 124 with 41 in. deck	*6,305.00*	*4,728.75*
534062	Model 124 with 48 in. deck	*6,465.00*	*4,848.75*
534064	Model 124 with 52 in. deck	*6,605.00*	*4,953.75*
534073	Model 120K w/ 48 in. deck	*7,120.00*	*5,340.00*
534105	Model 220 with 48 in. deck	*8,955.00*	*6,716.25*
534115	Model 223 with 52 in. deck	*9,755.00*	*7,316.25*
534118	Model 223 with 61 in. deck	*10,090.00*	*7,567.50*
M1 Series - Standard Models			
534126	Model 227 with 52 in. deck	10,595.00	7,946.25
534129	Model 227 with 61 in. deck	10,840.00	8,130.00
534133	Model 227 with 72 in. deck	11,255.00	8,441.25
534172	Model 329B w/ 52 in. deck	10,700.00	8,025.00
534177	Model 329B w/ 61 in. deck	10,945.00	8,208.75
534183	Model 335 with 61 in deck	11,725.00	8,793.75
534184	Model 335 with 72 in deck	12,080.00	9,060.00
534150	Model 321D w/ 52 in. deck	12,930.00	9,697.50
534157	Model 325D w/ 61 in. deck	13,680.00	10,260.00
534162	Model 325D w/ 72 in. deck	14,090.00	10,567.50
534171	Model 329 with 52 in. deck	12,930.00	9,697.50
534176	Model 329 with 61 in. deck	13,195.00	9,896.25
534181	Model 329 with 72 in. deck	13,615.00	10,211.25
534186	Model 430D w/ 61 in. deck	15,930.00	11,947.50
534191	Model 430D w/ 72 in. deck	16,355.00	12,266.25
534201	Model 432 w/ 61" deck	13,940.00	10,455.00
534206	Model 432 w/ 72" deck	14,535.00	10,901.25

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Moridge Manufacturing,
PO Box 810,
Moundridge, KS 67107

GRASSHOPPER®
YOUR NEXT MOWER®

Quote

Customer

Name	**Hildago County**		
Address	28312 FM8		
City	Edcouch	State TX	ZIP 78538
Fax:		**Attention:** Jorge Flores	
Phone:	956-262-6585	Email: jorge.flores@co.hildalgo.tx.us	

Misc

Date	9/8/2010
Contract No.	292-08
Contract Name	Buy Board
Rep:	

Qty	Order #	Description	List Price	Bid Price	TOTAL
1	532151-998 ✓ 533529, 533544 503219, 503220 ✓	**Model 729T/3461** 515.56 29 hp, liquid-cooled, gasoline, 3-cylinder 962 cc displacement, ROPS, 61" DuraMax™ Cutting Deck, PF Hydraulic Lift	$16,375.00	$ 12,281.25	$ 12,281.25 ✓
1	533465	**Dethatcher - 60"** 515.05	$705.00	$ 528.75	$ 528.75 ✓
1	533452 ✓	**60" AERA-vator** 515-05	$5,360.00	$ 4,020.00	$ 4,020.00 ✓
1	503216, 503581, 503173	**Model 15 Collection System** 515-06 503216 - 723.75 503581 78.75 503173 592.50 $1395.00	$1,860.00	$ 1,395.00	$ 1,395.00 ✓
				SubTotal	$ 18,225.00
				Set up/Delivery	Included
					$ -
				Trade Allowance $0.00	$0.00
				TOTAL	$ 18,225.00

Dealer

Dealer Name H & H Outdoor
Address
Harlingen, TX
Phone:
Contact:

Make PO out to Moridge Mfg., Inc.

PO#	
Signature:	

All Quotes are good for 30 days, and all equipment comes with a 2 year limited warranty

For Additional Information

Please Contact: Brent Dobson *Fax: 316-462-0593*
Phone: 620-345-8621 *Email:* bdobson@grasshoppermower.com

www.grasshoppermower.com

Sentinel Trade
9-8-10

FrontMount™ Power Units / DuraMax® Decks

IMPORTANT: See Counterweight Tables For Counterweight Requirements

600 Series Models are priced with OPS standard		MSRP	Buy Board Price
531617-982	616T - 3344 DuraMax Deck	9,110.00	6,832.50
531617-986	616T - 3348 DuraMax Deck	9,300.00	6,975.00
531619-986	620T - 3348 DuraMax Deck	9,885.00	7,413.75
531619-990	620T - 3452 DuraMax Deck	10,050.00	7,537.50
700 & 900 Series Models are priced with ROPS standard			
531883-986	723T - 3348 DuraMax Deck	11,045.00	8,283.75
531883-990	723T - 3452 DuraMax Deck	11,210.00	8,407.50
531883-998	723T - 3461 DuraMax Deck*	11,555.00	8,666.25
531889-990	727T - 3452 DuraMax Deck	11,900.00	8,925.00
531889-998	727T - 3461 DuraMax Deck*	12,245.00	9,183.75
QUICK-REFERENCE PRICING continued		**MSRP**	**Buy Board Price**
531889-974 / 533505	727T - 9772 Non-FoldUp Deck w/ WS Tail Wheels*	12,915.00	9,686.25
531889-979 / 533505	727T - 3472 PowerFold Deck w/ WS Tail Wheels*	13,195.00	9,896.25
531900-990	729BT - 3452 DuraMax Deck	11,900.00	8,925.00
531900-998	729BT - 3461 DuraMax Deck*	12,245.00	9,183.75
531900-974 / 533505	729BT - 9772 Non-FoldUp Deck w/ WS Tail Wheels*	12,915.00	9,686.25
531900-979 / 533505	729BT - 3472 PowerFold Deck w/ WS Tail Wheels*	13,195.00	9,896.25
531920-990	735BT - 3452 DuraMax Deck	12,580.00	9,435.00
531920-998	735BT - 3461 DuraMax Deck*	12,925.00	9,693.75
531920-974 / 533505	735BT - 9772 Non-FoldUp Deck w/ WS Tail Wheels*	13,595.00	10,196.25
531920-979 / 533505	735BT - 3472 PowerFold Deck w/ WS Tail Wheels*	13,875.00	10,406.25
532121-990	721DT - 3452 DuraMax Deck	13,480.00	10,110.00
532121-998	721DT - 3461 DuraMax Deck	13,825.00	10,368.75
532127-990	725DT - 3452 DuraMax Deck	15,120.00	11,340.00
532127-998	725DT - 3461 DuraMax Deck	15,465.00	11,598.75
532127-974	725DT - 9772 DuraMax Deck*	15,945.00	11,958.75
532127-979	725DT - 3472 PF Deck*	16,225.00	12,168.75
532151-990	729T - 3452 DuraMax Deck	14,395.00	10,796.25
532151-998	729T - 3461 DuraMax Deck	14,740.00	11,055.00
532151-974	729T - 9772 DuraMax Deck*	15,220.00	11,415.00
532151-979	729T - 3472 PF Deck*	15,500.00	11,625.00

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MODELS 930D / 932 continued			
POWER UNIT with DURAMAX DECK COMBOS			
532175-990	**930D - 3452 DuraMax Deck**	**17,800.00**	13,350.00
532175-998	**930D - 3461 DuraMax Deck**	**18,145.00**	13,608.75
532175-975	**930D - 9772HP NON-FoldUp DuraMax Deck***	**18,675.00**	14,006.25
532175-979	**930D - 3472HP PowerFold DuraMax Deck***	**18,905.00**	14,178.75
532181-990	**932 - 3452 DuraMax Deck**	**16,120.00**	12,090.00
532181-998	**932 - 3461 DuraMax Deck**	**16,465.00**	12,348.75
532181-975	**932 - 9772HP NON-FoldUp DuraMax Deck***	**16,995.00**	12,746.25
532181-979	**932 - 3472HP PowerFold DuraMax Deck***	**17,225.00**	12,918.75
* ADD COUNTERWEIGHT WITH 72-INCH DECKS IF COLLECTION SYSTEM IS NOT INSTALLED			
COUNTERWEIGHT KITS			
503218	C-Wt Kit - 50 lb. (requires mount kit)	85.00	63.75
503219	C-Wt Kit - 100 lb. (requires mount kit)	170.00	127.50
503220	Counterweight Mount Kit	60.00	45.00
PowerFold Power Deck Lift / Cutting Height Adjustment Option for 34 Series Decks - FACTORY INSTALLED:			
533528	PowerFold, in lieu of manual lift / lever height adjustment for 3452 deck †	430.00	322.50
533529	PowerFold, in lieu of manual lift / lever height adjustment for 3461 deck †	435.00	326.25
† Universal Wiring Harness is standard on 900 Series with serial no. 5600000 & above - no additional harness required			
503073	Armrest Control for PowerFold Ht Adjust	175.00	131.25
MULCHING PACKAGES		**MSRP**	**Buy Board Price**
504567	Mulching Pkg for 3452 DuraMax Deck	200.00	150.00
504569	Mulching Pkg for 3461 Duramax Deck	220.00	165.00
504571	Mulching Pkg for 3472 / 9772 Decks	235.00	176.25
DRIVE TIRE OPTIONS - Factory Installed			
533517	Tires / Wheels, 22" Turf **in lieu of** LP (at time of mfg.) for 900 Series (Not used with tire chains)	0.00	0.00
533513	Tires / Wheels, 20" Turf **in lieu of** LP (at time of mfg.) for 900 Series Can use with tire chains.	0.00	0.00

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503661	Intermediate Suspension Seat, dealer installed, for 700 / 900 Series with serial no. 5500000 & above	370.00	277.50
For DEALER-INSTALLED Premier Suspension Seat Assembly - Grammer - order both the Seat Installation Kit AND the Premier Suspension Seat Assembly			
503667	Premier Suspension Seat Installation Kit - Grammer - dealer installed for 700 Series	160.00	120.00
503671	Premier Suspension Seat Assembly - Grammer - dealer installed	1,090.00	817.50
DURAMAX DECK OPTIONS			
503030	Air Dam Kit - 3348 Deck	36.00	27.00
503031	Air Dam Kit - 3452 Deck	37.00	27.75
503032	Air Dam Kit - 3461 Deck	38.00	28.50
503033	Air Dam Kit - 9772 Deck	40.00	30.00
282575	Deck Mount Insert - Torsion Action	2.00	1.50
MODELS 721DT / 725DT / 729T continued			
DURAMAX DECK OPTIONS continued			
282576	Flotation Insert - Side to Side (order two)	2.00	1.50
503262	Fork Kit - Heavy Duty	170.00	127.50
503283	Height Adjustment Kit, Electric, for 9772-72 " deck (includes harness) (Replaces foot height adjustment)	530.00	397.50
All Hydraulic Lift Kits include Universal Wiring Harness **Order 503322 Deck Latch Kit if PowerFold is not installed**		**MSRP**	**Buy Board Price**
533532	Hydraulic Deck Lift - T Series / Liquid-Cooled, **Factory Installed**, switch in lever - includes 50 lbs c-wt & Universal Wiring Harness	1,005.00	753.75
533544	Hydraulic Deck Lift - T6 Series /Liquid-Cooled, **Factory Installed**, switch in lever - includes 50 lbs c-wt & Universal Wiring Harness	970.00	727.50
503714	Hydraulic lift switch in extended Big Boy lever option - 2" taller	140.00	105.00
503322	Latch kit for 33 / 34 Series decks - required with non-PowerFold 34 Series decks when used with hydraulic deck lift	10.00	7.50
504226	PowerFold - Dealer Installed - Height Adjust / Deck Lift for 34 Series Decks †	650.00	487.50
† PowerFold requires a wiring harness on Model 721DT if no hydraulic lift is installed. Order one of the following:			
504786	• Factory-Installed Limited Harness for 700 Series (Standard on T6 models)	90.00	67.50
504785	• Dealer-Installed Univ. Wiring Harness	105.00	78.75
503073	Armrest Control for PowerFold Ht Adjust	175.00	131.25
ROLLER KITS - FIELD INSTALLED			
503636	Roller Kit, Left Front, for 3452 Decks	50.00	37.50
503637	Roller Kit, TrimMaster™ with side roller for 34 & 97 Series Decks	90.00	67.50
IMPLEMENTS & ACCESSORIES (See Counterweight Requirements)			
533442	AERA-vator™, 40", Model 440	4,045.00	3,033.75

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MODELS 930D / 932 continued			
POWER UNIT with DURAMAX DECK COMBOS			
532175-990	**930D - 3452 DuraMax Deck**	**17,800.00**	13,350.00
532175-998	**930D - 3461 DuraMax Deck**	**18,145.00**	13,608.75
532175-975	**930D - 9772HP NON-FoldUp DuraMax Deck***	**18,675.00**	14,006.25
532175-979	**930D - 3472HP PowerFold DuraMax Deck***	**18,905.00**	14,178.75
532181-990	**932 - 3452 DuraMax Deck**	**16,120.00**	12,090.00
532181-998	**932 - 3461 DuraMax Deck**	**16,465.00**	12,348.75
532181-975	**932 - 9772HP NON-FoldUp DuraMax Deck***	**16,995.00**	12,746.25
532181-979	**932 - 3472HP PowerFold DuraMax Deck***	**17,225.00**	12,918.75
* ADD COUNTERWEIGHT WITH 72-INCH DECKS IF COLLECTION SYSTEM IS NOT INSTALLED			
COUNTERWEIGHT KITS			
503218	C-Wt Kit - 50 lb. (requires mount kit)	85.00	63.75
503219	C-Wt Kit - 100 lb. (requires mount kit)	170.00	127.50
503220	Counterweight Mount Kit	60.00	45.00
PowerFold Power Deck Lift / Cutting Height Adjustment Option for 34 Series Decks - FACTORY INSTALLED:			
533528	PowerFold, in lieu of manual lift / lever height adjustment for 3452 deck †	430.00	322.50
533529	PowerFold, in lieu of manual lift / lever height adjustment for 3461 deck †	435.00	326.25
† Universal Wiring Harness is standard on 900 Series with serial no. 5600000 & above - no additional harness required			
503073	Armrest Control for PowerFold Ht Adjust	175.00	131.25
MULCHING PACKAGES		**MSRP**	**Buy Board Price**
504567	Mulching Pkg for 3452 DuraMax Deck	200.00	150.00
504569	Mulching Pkg for 3461 Duramax Deck	220.00	165.00
504571	Mulching Pkg for 3472 / 9772 Decks	235.00	176.25
DRIVE TIRE OPTIONS - Factory Installed			
533517	Tires / Wheels, 22" Turf **in lieu of** LP (at time of mfg.) for 900 Series (Not used with tire chains)	0.00	0.00
533513	Tires / Wheels, 20" Turf **in lieu of** LP (at time of mfg.) for 900 Series Can use with tire chains.	0.00	0.00

503324	Hydraulic lift adapter for AERA-vator 440 - for units with hydraulic lift	265.00	198.75
503317	Electric Lift for Model 440 AERA-vator (Requires Ltd or Univ. Wiring Harness)	860.00	645.00
504786	• Factory-Installed Limited Harness for 700 Series (Standard on T6 models)	90.00	67.50
504785	• Dealer-Installed Univ. Wiring Harness	105.00	78.75
MODELS 721DT / 725DT / 729T continued			
IMPLEMENTS & ACCESSORIES cont. (See Counterweight Requirements)			
533452	AERA-vator™, 60", Model 660 (only for units w/ hyd lift & Univ Wiring Harness)	5,360.00	4,020.00
504785	• Dealer-Installed Univ. Wiring Harness	105.00	78.75
533225	Blower, Turbine, 9000 cfm	4,485.00	3,363.75
604708	Rocker Arm / Traction Kit Ext. option used with Blower for traction assist	77.00	57.75
533420	Broom 48" - Order Fixed or Bidirectional Mount Kit	1,540.00	1,155.00
533425	Broom 60" - Order Fixed or Bidirectional Mount Kit	1,650.00	1,237.50
503567	Fixed Mount Kit	880.00	660.00
503569	Bi-Directional Mount Kit (Includes 503282 Gage Wheel Kit) †	2,645.00	1,983.75
† Bi-directional Mount Kit requires a wiring harness on Model 721DT (unless hydraulic lift is installed.) Order one of the following:			
504786	• Factory-Installed Limited Harness for 700 Series (Standard on T6 models)	90.00	67.50
504785	• Dealer-Installed Univ. Wiring Harness	105.00	78.75
	Broom Accessories	**MSRP**	**Buy Board Price**
503303	Jack Kit for Fixed Angle Brooms	180.00	135.00
503304	Jack Kit for Bidirectional Brooms	190.00	142.50
503306	Stand for rotary brooms that have gauge-wheel kit installed	60.00	45.00
503282	Gage Wheel Kit - Broom	230.00	172.50
504230	Debris Deflector, 48" Broom	42.00	31.50
504231	Debris Deflector, 60" Broom	45.00	33.75
533403	Cab Enclosure (Includes a front panel kit that adapts to snowthrower, bidirectional broom, hydraulic dozer blade)	1,570.00	1,177.50
503602	Front Panel Kit with Shroud fits #533484 & #533486 dozer blades	175.00	131.25
503601	Front Panel Kit fits Fixed Broom #503567 Mount Kit	80.00	60.00
503950	Windshield Wiper Kit, Electric	215.00	161.25
503268	Cab Top Mount Heater Kit	350.00	262.50
503269	Quick Coupler Kit for Cab Heater	60.00	45.00
723233	Side Panel Filler Bracket - REQUIRED IF implement with 503317 Electric Lift Kit is being used with unit having Cab Enclosure	32.00	24.00
533460	Dethatcher - 46"	575.00	431.25
533465	Dethatcher, 60" (not for 72" decks)	705.00	528.75
533484	Dozer Blade, 48" bidirectional Mod 480	820.00	615.00
533486	Dozer Blade, 60", bidirectional, Mod 482	855.00	641.25

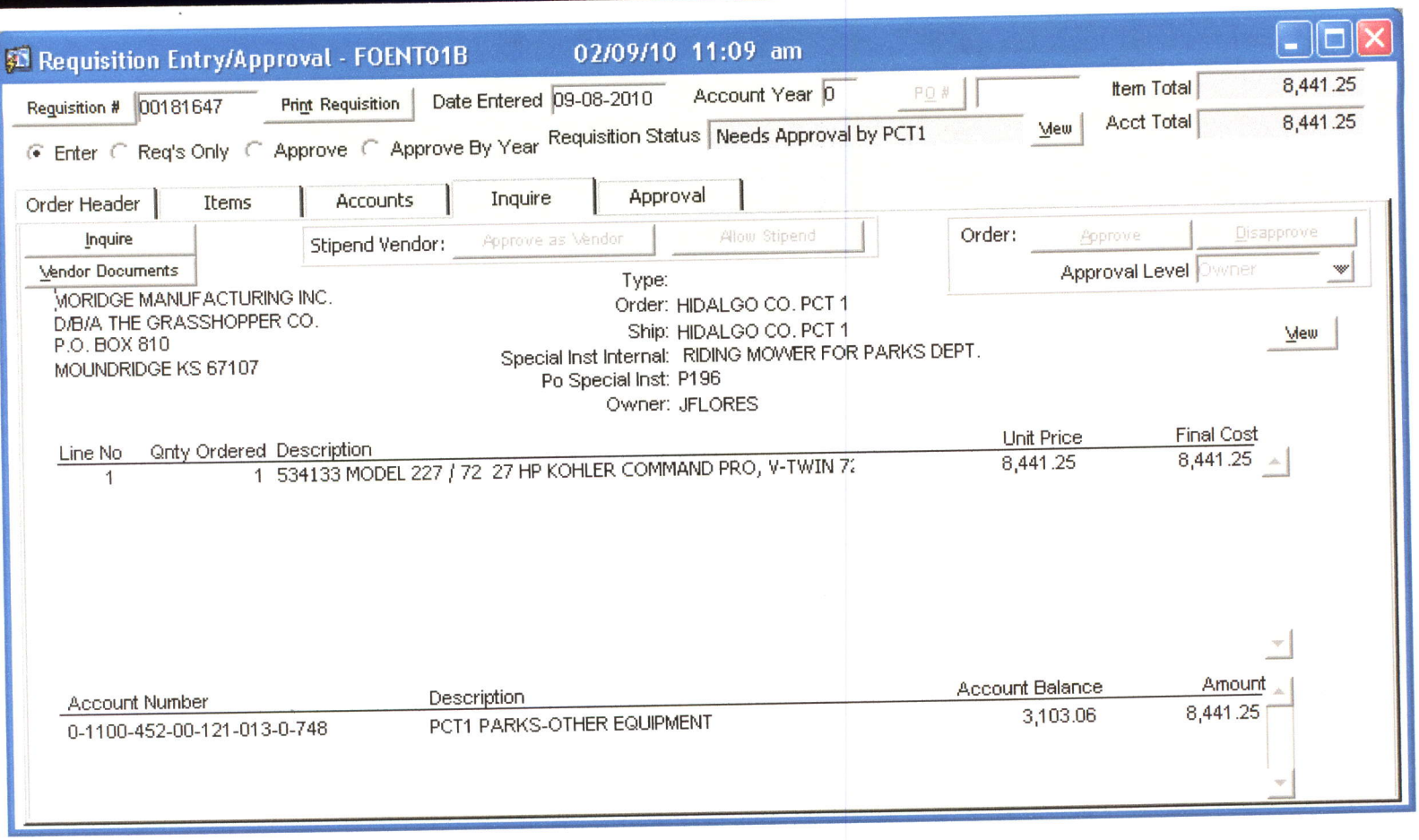
MODELS 723T / 727T / 729BT / 735BT cont'd		MSRP	Buy Board Price
IMPLEMENTS & ACCESSORIES (See Counterweight Requirements)			
533442	AERA-vator™, 40", Model 440	4,045.00	3,033.75
503324	Hydraulic lift adapter for AERA-vator 440 - for units with hydraulic lift	265.00	198.75
503317	Electric Lift for Model 440 AERA-vator (Requires Ltd or Univ. Wiring Harness)	860.00	645.00
504786	• Factory-Installed Limited Harness for 700 Series (Standard on T6 models)	90.00	67.50
504785	• Dealer-Installed Univ. Wiring Harness	105.00	78.75
533452	AERA-vator™, 60", Model 660 (only for units w/ hyd lift & Univ Wiring Harness) SEE COUNTERWEIGHT REQUIREMENTS	5,360.00	4,020.00
504785	• Dealer-Installed Univ. Wiring Harness	105.00	78.75
533225	Blower, Turbine, 9000 cfm	4,485.00	3,363.75
604708	Rocker Arm / Traction Kit Ext. option used with Blower for traction assist	77.00	57.75
533420	Broom 48" - Order Fixed or Bidirectional Mount Kit	1,540.00	1,155.00
533425	Broom 60" - Order Fixed or Bidirectional Mount Kit	1,650.00	1,237.50
503567	Fixed Mount Kit	880.00	660.00
503569	Bi-Directional Mount Kit (Includes 503282 Gage Wheel Kit) †	2,645.00	1,983.75
† Bi-directional Mount Kit requires a wiring harness on Model 723T (unless hydraulic lift is installed.) Order one of the following:			
504786	• Factory-Installed Limited Harness for 700 Series (Standard on T6 models)	90.00	67.50
504785	• Dealer-Installed Univ Wiring Harness	105.00	78.75
	Broom Accessories	**MSRP**	**Buy Board Price**
503303	Jack Kit for Fixed Angle Brooms	180.00	135.00
503304	Jack Kit for Bidirectional Brooms	190.00	142.50
503306	Stand for rotary brooms that have gauge-wheel kit installed	60.00	45.00
503282	Gage Wheel Kit - Broom	230.00	172.50
504230	Debris Deflector, 48" Broom	42.00	31.50
504231	Debris Deflector, 60" Broom	45.00	33.75
533403	Cab Enclosure (Includes a front panel kit that adapts to snowthrower, bidirectional broom, hydraulic dozer blade)	1,570.00	1,177.50

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FrontMount PowerVac Collection System Components AT LEAST TWO (2) TAIL WHEELS REQUIRED WITH FrontMount COLLECTION SYSTEMS			
Refer to Chart "PowerVac Systems"			
Collectors:		**MSRP**	**Buy Board Price**
503203	Model 8F Twin Bag Assembly w/o mount	645.00	483.75
503205	Model 8 Slide-In Bag Assembly, Twin Bags, w/o mount	755.00	566.25
503193	Mod. 12F Triple Bag Assembly w/o mount	770.00	577.50
503211	Mod 12 Lever-Actuated Hopper with mount for 616T	1,195.00	896.25
503216	Model 15 Lever-Actuated Hopper, w/o mount (for 620T, 700 & 900 Series)	965.00	723.75
503194	Model 16FM Lever- (or Power-) Actuated Hopper, with mount (700 & 900 Series)	1,625.00	1,218.75
504236	Lever-Actuated Kit for Model 16FM	85.00	63.75
504235	Power-Actuated Kit for Model 16FM	395.00	296.25
503214	Model 25 Lever-Actuated Hopper, w/o mount (for 700 & 900 Series)	1,370.00	1,027.50
Mount Kits:			0.00
503599	Twin & Triple Bag Mount Kit for 600 Ser	150.00	112.50
503586	Single & Twin Bag Mount Kit for 700 Ser	140.00	105.00
503587	Triple Bag Mount Kit for 700 Ser	170.00	127.50
503582	Cloth Bag Mount Kit for 900 Series	225.00	168.75
503543	Model 15 Mount Kit for Model 620T	135.00	101.25
503581	Model 15 Mount Kit for 700 & 900 Series	105.00	78.75
	(503581 requires deflector 604325 on Models 723T & 727T6; deflector 604328 on Model 727KW; or deflector 644846 on 729BT & 735BT)		
503583	Model 25 Fixed-Mount Hopper Mount Kit for 700 / 900 Series	250.00	187.50
503202	Model 25 Trail Hopper Mount Kit for 700 & 900 Series (Requires dual fork tail wheels on 700 Series or swept axle beam on 900 Series)	750.00	562.50
Vac Assembly Kits: (includes set of blades except for 503167)			
503170	Vac Assembly Drive for 3344 Decks	755.00	566.25
503171	Vac Assembly Drive for 3348 Decks	760.00	570.00
503172	Vac Assembly Drive for 3452 Decks	760.00	570.00
503173	Vac Assembly Drivefor 3461 Decks	790.00	592.50
503174	Vac Assembly Drive for 3472 Decks	885.00	663.75
503167	Vac Assembly Drive for 9772 Decks	835.00	626.25

Total 1395.00

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Requisition Entry/Approval - FOENT01B
02/09/10 11:09 am
Requisition # 00181647
Print Requisition
Date Entered 09-08-2010
Account Year 0
PO #
Item Total 8,441.25
Acct Total 8,441.25
Enter
Req's Only
Approve
Approve By Year
Requisition Status Needs Approval by PCT1
View
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level Owner
MORIDGE MANUFACTURING INC.
D/B/A THE GRASSHOPPER CO.
P.O. BOX 810
MOUNDRIDGE KS 67107
Type:
Order: HIDALGO CO. PCT 1
Ship: HIDALGO CO. PCT 1
Special Inst Internal: RIDING MOWER FOR PARKS DEPT.
Po Special Inst: P196
Owner: JFLORES
View
Line No
Qnty Ordered
Description
Unit Price
Final Cost
1
1
534133 MODEL 227 / 72 27 HP KOHLER COMMAND PRO, V-TWIN 7
8,441.25
8,441.25
Account Number
Description
Account Balance
Amount
0-1100-452-00-121-013-0-748
PCT1 PARKS-OTHER EQUIPMENT
3,103.06
8,441.25

Moridge Manufacturing,
PO Box 810,
Moundridge, KS 67107

GRASSHOPPER®
YOUR NEXT MOWER®

Quote

Customer

Name	**Hildago County**		
Address	28312 FM8		
City	Edcouch	State TX	ZIP 78538
Fax:		**Attention:** Jorge Flores	
Phone:	956-262-6585	Email: jorge.flores@co.hildalgo.tx.us	

Misc

Date	9/8/2010
Contract No.	292-08
Contract Name	Buy Board
Rep:	

Qty	Order #	Description	List Price	Bid Price	TOTAL
1	534133	**Model 227/72** 27 hp, Kohler Command Pro, V-twin 72" DuraMax™ Cuttnig Deck	$11,255.00	$ 8,441.25	$ 8,441.25

SubTotal		$ 8,441.25
Set up/Delivery		Included
		$ -
Trade Allowance	$0.00	$0.00
TOTAL		$ 8,441.25

Dealer

Dealer Name H & H Outdoor
Address
Harlingen, TX
Phone:
Contact:

Make PO out to Moridge Mfg., Inc.

PO#	
Signature:	

All Quotes are good for 30 days, and all equipment comes with a 2 year limited warranty

For Additional Information
Please Contact: Brent Dobson
Phone: 620-345-8621
Fax: 316-462-0593
Email: bdobson@grasshoppermower.com

200 Series Air-Cooled MidMount™ Models

GRASSHOPPER®
YOUR NEXT MOWER®

A great first step toward the fleet of your dreams.

Model 220



- 20 hp, 2-cylinder Kohler Command engine
- Fully padded, high-back, vinyl-covered ComfortZone™ seat
- 48-inch DuraMax® Deck

Model 223

- 23 hp, 2-cylinder Kohler Command Pro engine
- CoolTemp Cordura® ComfortZone™ seat with lumbar support
- CoolFan™ hydro cooling system
- 52 or 61-inch DuraMax® deck



Model 227

- 27 hp, 2-cylinder Kohler Command Pro engine
- CoolTemp Cordura® ComfortZone™ seat with lumbar support
- CoolFan™ hydro cooling system
- 52, 61 or 72-inch DuraMax® deck



The turf care professional's perfect introduction to Grasshopper True ZeroTurn™ performance. The reliable, economical 200 Series mowers deliver a quality cut and powerful, air-cooled performance in a compact package ideal for tight-quarters mowing. Enjoy the maneuverability of a walk-behind without the fatigue, so operators can mow longer and deliver quality results every time.

- Forward mowing speeds up to 10 mph – or up to 6.55 acres per hour – make quick work of high-capacity, straightaway mowing applications.
- Durable, design-matched hydrostatic transmissions with CoolFan™ hydro cooling system provide smoother response and less maintenance.
- Only five Access-Eze™ lubrication points cut maintenance time up to 80%.
- A compact wheelbase provides easy transport on trailers and fits easily into shops or garages with limited space.
- Each DuraMax® deck easily converts from side discharge to optional mulching to vacuum collection.

Features for 200 Series

- Rugged OHV engines with horizontal crankshaft and pressure lube
- Design-matched G² transmissions with 7 micron absolute filters
- DuraMax® decks
- Deep-cushioned ComfortZone™ seat with coil-spring suspension
- Adjustable levers
- Heavy-duty, remote-mounted air filter with replaceable element
- ROPS with adjustable seat belt
- Disc brakes
- Hour meter

Options for 200 Series

- Quik-D-Tatch® PowerVac™ Collection Systems
- DownDischarge™ Mulching packages
- TrimMaster™, heavy-duty, anti-scalp rollers for 52-, 61- and 72-inch models
- Electric Height Adjustment
- Halogen work lights
- Extended levers for taller operators
- ComfortReach™ "no tools" lever adjustment
- Big Boy wide-seat conversion kit
- Sliding, adjustable-tension suspension seat
- Adjustable cup holder
- Foldable ROPS with adjustable seat belt
- Bar tread, low-pressure tires (for 61- and 72-inch models)
- Edge-Eze™ edger
- Shielded Sprayer
- Sunshade Canopy (for ROPS)
- Yellow beacon light

Be more productive with the addition of a PowerVac™ Collection System or other implements. Ask for specifications or log on to grasshoppermower.com.

Models may be shown with optional equipment.

Air-Cooled 200 Series MidMount™ Specifications

MODEL-CUTTING WIDTH	220-48	223-52 & 223-61	227-52 & 227-61 & 227-72
ENGINE			
Type/Horsepower/Cylinders	Kohler Command/20 hp/V-Twin	Kohler Command Pro/23 hp/V-Twin	Kohler Command Pro/27 hp/V-Twin
Displacement	38.1 cu. in. (624 cc)	41.1 cu. in. (674 cc)	44.2 cu. in. (725 cc)
Crankshaft/Lubrication System	Horizontal/Pressure Lube/Filter	Horizontal/Pressure Lube/Filter	Horizontal/Pressure Lube/Filter
Fuel		Gasoline - unleaded	
Fuel Capacity	10 U.S. Gal. (38 l)	10 U.S. Gal. (38 l)	10 U.S. Gal. (38 l)
Air Cleaner	Heavy-duty, cyclonic, remoted mounted dual air cleaner with replaceable element.		
Muffler	Ultra quiet, single, industrial type		
DURAMAX® DECKS			
Construction (Robotic-welded steel)	Double-layered, 10-gauge plus 7-gauge hardened, formed-steel laminate spindle plane – 30% thicker than 1/4 in. (7.97 mm) – with 7-gauge skirts for geometric strength. 1/2-inch (12.7 mm) reinforcement on front edge of deck.		
Blades (Tempered, alloy steel)	-48 (2) 18 in. (45.7 cm) (1) 15 in. (38.1 cm)	-52 (3) 18 in. (45.7 cm) -61 (3) 21 in. (53.3 cm)	-52 (3) 18 in. (45.7 cm) -61 (3) 21 in. (53.3 cm) -72 (3) 25 in. (63.5 cm)
Spindle Assemblies	2.5 cm (approx 1 in.) O.D. shaft. Double bearings, greasable from top of deck. Spindle head designed to eliminate fiber wrap. Spindle cones on 52-, 61- and 72-inch decks shield housing and lower bearings from grass wrap and dirt ingestion.		
Spindle Housing	Machined aluminum housing on 48- to 61-inch decks. Cast iron on 72-inch deck.		
Blade Drive	Belt drive with single Kevlar V-belt and idler arm tensioning.		
STARTER & ELECTRICAL SYSTEM			
Maintenance-free battery/starter	12 Volt/solenoid shift		
Ignition	Breakerless		
Interlock System	Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.		
ULTIMATE OPERATOR STATION			
Seat	Iso-mounted, high-back, deep-cushioned, foam-padded, vinyl-covered, padded arms/backrest with coil spring suspension.	Iso-mounted, high-back, deep-cushioned, foam-padded, Cordura-covered, padded arms/backrest with lumbar support and coil-spring suspension.	
	Optional Cordura-covered, sliding, adjustable-tension suspension seat.		
Suspension	InFrame™ suspension		
Console-Mounted Instruments	Hour meter, parking brake indicator light, ignition switch, choke and push/pull PTO switch.		
Work Lights	Optional		
Hour Meter	Standard		
TRANSMISSION & STEERING			
Type	Design-matched G² hydrostatic system, HydroGear variable displacement piston-type pumps and Parker/Ross wheel motors.	Design-matched G² hydrostatic system with auxiliary cooling fans, HydroGear variable displacement piston-type pumps and high-torque Parker wheel motors.	
Transmission Fluid	Grasshopper HydroMax™ synthetic fluid withstands high and low temperature extremes for extended change intervals.		
Filtration	7 micron absolute, spin-on		
Speed	0 – 8.5 mph (0 – 13.7 kph) forward 0 – 6.0 mph (0 – 9.7 kph) reverse	0 – 9.5 mph (0 – 15.3 kph) forward 0 – 6.0 mph (0 – 9.7 kph) reverse	0 – 10.0 mph (0 – 16.1 kph) forward 0 – 6.0 mph (0 – 9.7 kph) reverse
Turning Radius	True zero degree, turns within own length with counter-rotating, independently powered drive wheels.		
Steering	One- or two-handed operation with adjustable HydraSmooth™ dual levers that automatically return to neutral from either forward or reverse position.		
Brakes	Dynamic braking through hydrostatic transmission/disc parking brakes, one for each drive wheel.		
TIRE SIZES			
Drive Wheels – Std -48" & -52" Models	23x9.50x12 turf	23x10.50x12 turf	23x10.50x12 turf
Drive Wheels – Std -61" & -72" Models	N/A	24x12.00x12 turf	24x12.00x12 turf
Drive Wheels – Opt -61" & -72" Models	N/A	24x12.00x12 bar tread	24x12.00x12 bar tread
Front Casters – All Models	13x5.00x6 rib tread, tubeless	13x6.50x6 rib tread, tubeless	13x6.50x6 rib tread, tubeless
DIMENSIONS			
Mulch Width*/Length -48" Model†	49.5 in.* (125.7 cm)/75.0 in. (190.5 cm)	N/A	N/A
-52" Models†	N/A	53.5 in.* (135.8 cm)/75.0 in. (190.5 cm)	53.5 in.* (135.8 cm)/75.0 in. (190.5 cm)
-61" Models†	N/A	62.5 in.* (158.8 cm)/76.5 in. (194.3 cm)	62.5 in.* (158.8 cm)/76.5 in. (194.3 cm)
-72" Models†	N/A	N/A	73.5 in.* (186.7 cm)/80.0 in. (203.2 cm)
Height (Seat back/Seat cushion)	46.5 in. (118.1 cm)/31.0 in. (78.7 cm)	47.0 in. (119.4 cm)/31.5 in. (80.0 cm)	47.0 in. (119.4 cm)/31.5 in. (80.0 cm)
Height (ROPS)	69.0 in. (175.3 cm)	69.5 in. (176.5 cm)	69.5 in. (176.5 cm)
WEIGHT			
Uncrated -48" Model	1030 lbs. (467.2 kg)	N/A	N/A
-52" Models	N/A	1070 lbs. (485.4 kg)	1070 lbs. (485.4 kg)
-61" Models	N/A	1120 lbs. (508.0 kg)	1120 lbs. (508.0 kg)
-72" Models	N/A	N/A	1210 lbs. (548.9 kg)

* Add 1.5 in. (3.8 cm) to width for side discharge with deflector raised.

† DuraMax® Deck mulching package kit weights/order numbers: 48-inch – 25 lbs. (11.3 kg)/504566; 52-inch – 29 lbs. (13.2 kg)/504567; 61-inch – 36 lbs. (16.3 kg)/504569; 72-inch – 44 lbs. (20.0 kg)/504571

All specifications and information contained herein are subject to change without notice. Access-Eze, ComfortReach, ComfortZone, DownDischarge, CoolFan, DuraDrive, EdgeEze, exoSkeletal, FoldUp, FrontMount, HydraSmooth, InFrame, PowerVac, QuikAdjust, QuikConverter, Sentry, True ZeroTurn, Ultimate Operator Station and View-Eze are trademarks and Grasshopper, the Grasshopper logo, DuraMax, PowerFold, Quik-D-Tatch and Your Next Mower are registered trademarks of the Grasshopper Company. All other products are trademarks or registered trademarks of their respective holders.

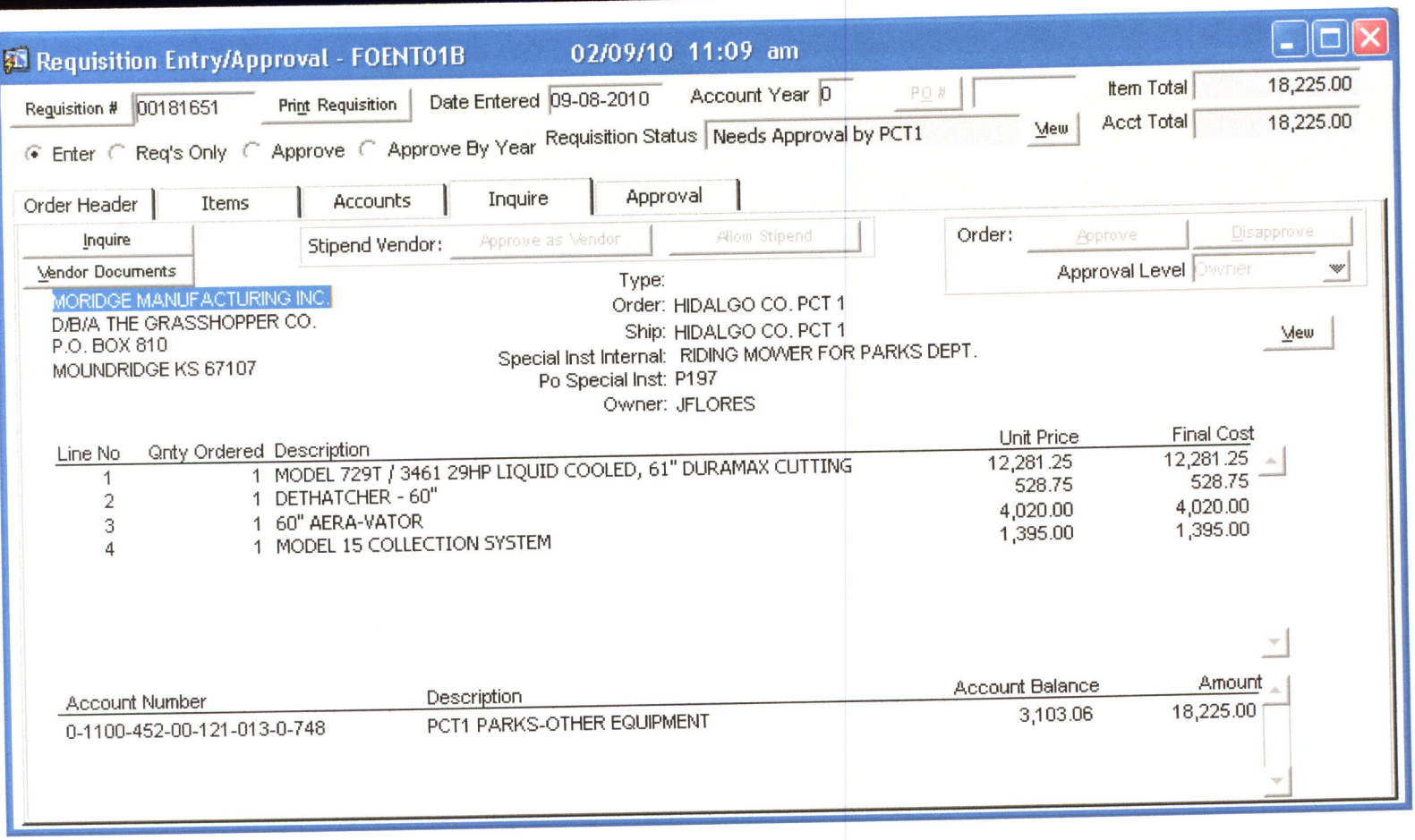
GRASSHOPPER®

YOUR NEXT MOWER®

www.grasshoppermower.com

The Grasshopper Company • One Grasshopper Trail
P.O. Box 637 • Moundridge, KS 67107 U.S.A.
Telephone: 620-345-8621 • FAX: 620-345-2301

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Requisition Entry/Approval - FOENT01B
02/09/10 11:09 am
Requisition # 00181651
Print Requisition
Date Entered 09-08-2010
Account Year 0
PO #
Item Total 18,225.00
Acct Total 18,225.00
Enter
Req's Only
Approve
Approve By Year
Requisition Status Needs Approval by PCT1
View
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level Owner
MORIDGE MANUFACTURING INC.
D/B/A THE GRASSHOPPER CO.
P.O. BOX 810
MOUNDRIDGE KS 67107
Type:
Order: HIDALGO CO. PCT 1
Ship: HIDALGO CO. PCT 1
Special Inst Internal: RIDING MOWER FOR PARKS DEPT.
Po Special Inst: P197
Owner: JFLORES
View
Line No
Qnty Ordered
Description
Unit Price
Final Cost
1 1 MODEL 729T / 3461 29HP LIQUID COOLED, 61" DURAMAX CUTTING 12,281.25 12,281.25
2 1 DETHATCHER - 60" 528.75 528.75
3 1 60" AERA-VATOR 4,020.00 4,020.00
4 1 MODEL 15 COLLECTION SYSTEM 1,395.00 1,395.00
Account Number
Description
Account Balance
Amount
0-1100-452-00-121-013-0-748 PCT1 PARKS-OTHER EQUIPMENT 3,103.06 18,225.00

Moridge Manufacturing,
PO Box 810,
Moundridge, KS 67107

GRASSHOPPER®
YOUR NEXT MOWER®

Quote

Customer

Name	**Hildago County**		
Address	28312 FM8		
City	Edcouch	State TX	ZIP 78538
Fax:		**Attention:** Jorge Flores	
Phone:	956-262-6585	Email: jorge.flores@co.hildalgo.tx.us	

Misc

Date	9/8/2010
Contract No.	292-08
Contract Name	Buy Board
Rep:	

Qty	Order #	Description	List Price	Bid Price	TOTAL
1	532151-998 533529, 533544 503219, 503220	**Model 729T/3461** 29 hp, liquid-cooled, gasoline, 3-cylinder 962 cc displacement, ROPS, 61" DuraMax™ Cutting Deck, PF Hydraulic Lift	$16,375.00	$ 12,281.25	$ 12,281.25
1	533465	**Dethatcher - 60"**	$705.00	$ 528.75	$ 528.75
1	533452	**60" AERA-vator**	$5,360.00	$ 4,020.00	$ 4,020.00
1	503216, 503581, 503173	**Model 15 Collection System**	$1,860.00	$ 1,395.00	$ 1,395.00

SubTotal		$ 18,225.00
Set up/Delivery		Included
		$ -
Trade Allowance	$0.00	$0.00
TOTAL		$ 18,225.00

Dealer

Dealer Name H & H Outdoor
Address
Harlingen, TX
Phone:
Contact:

Make PO out to Moridge Mfg., Inc.

PO#	
Signature:	

All Quotes are good for 30 days, and all equipment comes with a 2 year limited warranty

For Additional Information
Please Contact: Brent Dobson
Phone: 620-345-8621
Fax: 316-462-0593
Email: bdobson@grasshoppermower.com

700 Series Liquid-Cooled FrontMount™

GRASSHOPPER® YOUR NEXT MOWER®

Power and versatility that expands your capabilities. *(And your profits.)*

Model 721DT

- 21 hp, 3-cylinder, Kubota diesel engine
- T-Drive™ hydrostatic transmission with tandem 12cc Parker-Hannifin pumps-in-reservoir, in-line CoolFan™ for cooling efficiency and long service intervals, design-matched Parker high-torque wheel motors
- 52- or 61-inch interchangeable DuraMax® decks



Model 725DT

- 25 hp, 3-cylinder, Kubota MaxTorque™ diesel engine
- T6 hydrostatic transmission with tandem 16cc Parker-Hannifin pumps-in-reservoir, in-line CoolFan™ for cooling efficiency and long service intervals, design-matched Parker high-torque wheel motors
- 52-, 61- or 72-inch interchangeable DuraMax® decks



Model 729T

- 29 hp, 3-cylinder, Kubota gasoline engine
- T6 hydrostatic transmission with tandem 16cc Parker-Hannifin pumps-in-reservoir, in-line CoolFan™ for cooling efficiency and long service intervals, design-matched Parker high-torque wheel motors
- 52-, 61- or 72-inch interchangeable DuraMax® decks



Designed for speed and durability, liquid-cooled 700 Series models offer powerful performance to master a wide range of grounds maintenance jobs to give you more opportunities for profit. DuraMax® decks up to 72 inches deliver a manicured cut and let you cover more ground in less time, while a complete line of efficient snow removal and turf renovation implements work year-round.

- Forward mowing speeds up to 10 mph – or up to 6.55 acres per hour – make quick work of any mowing application.
- T-Drive™ and AntiVibe Power Platform™ direct more power to the cutting deck and eliminate vibration for smooth operation and less maintenance.
- CoolTemp Cordura® ComfortZone™ seat with lumbar support keeps operator comfortably in control for more productive mowing.
- Each DuraMax® deck easily converts from side discharge to optional mulching or vacuum collection.

Standard Features for 700 Series

- Powerful, liquid-cooled, OHV engines with horizontal crankshaft and pressure lube (for smooth, reliable operation)
- Heavy-duty, remote-mounted air cleaner with replaceable element
- T-Drive™ systems with AntiVibe Power Platform™
- CoolTemp Cordura® ComfortZone™ seat with lumbar support
- ComfortReach™ "no tools" lever adjustment
- Work lights
- 8-gallon fuel tank for additional mowing capacity for 725DT and 729T
- Adjustable cup holder for 725DT and 729T
- Bar tread, low-pressure tires
- Wide-stance, single-fork tail wheels
- ROPS with adjustable seat belt
- Hour meter
- QuikConverter™ Implement capability

Options for 700 Series

- DuraMax® decks
- PowerFold® for 52- and 61-inch DuraMax® decks
- Height adjustment switch on armrest for PowerFold®
- Quik-D-Tatch® PowerVac™ Collection Systems
- DownDischarge™ mulching packages
- 8-gallon fuel tank (for additional mowing capacity on 721DT)
- Halogen work lights
- Electric height adjustment for 72-inch DuraMax® deck
- Extended steering levers
- Big Boy wide-seat conversion kit
- Sliding, adjustable-tension suspension seat
- Full-flotation deck feature
- TrimMaster™, heavy-duty, anti-scalp rollers for 52-inch and larger decks
- Adjustable cup holder for 721DT
- Hydraulic deck lift
- Turf tread tires
- Dual-fork and wide-stance, dual-fork tail wheels
- Foldable ROPS with adjustable seat belt
- QuikConverter™ Implements
- Yellow beacon light
- Block heater

Be more productive with the addition of a PowerVac™ Collection System or other implements.
Ask for specifications or log on to grasshoppermower.com.
Models may be shown with optional equipment.

Liquid-Cooled 700 Series FrontMount™ Specifications

MODEL	721DT	725DT	729T
ENGINE			
Type/Horsepower/Cylinders	Kubota/21.0 hp/3-cyl.	Kubota MaxTorque™/25 hp/3-cyl.	Kubota/29 hp/3-cyl.
Displacement	44 cu. in. (722 cc)	54.9 cu. in. (900 cc)	58.7 cu. in. (962 cc)
Crankshaft/Lubrication System		Horizontal/Pressure Lube, Filter	
Fuel		Diesel - No. 2	Gasoline - unleaded
Fuel Capacity	4.3 U.S. Gal. (16.3 l)	8.0 U.S. Gal. (30.3 l)	8.0 U.S. Gal. (30.3 l)
Optional Fuel Capacity	8.0 U.S. Gal. (30.3 l)	N/A	N/A
Air Filter		Heavy-duty, cyclonic, remote mounted dual air cleaner with replaceable element.	
Muffler		Ultra-quiet, single, industrial type	
DECK COMPATIBILITY			
52-inch	•	•	•
61-inch	•	•	•
72-inch	N/A	•	•
STARTER & ELECTRICAL SYSTEM			
Maintenance-Free Battery/Starter		12 Volt/solenoid shift	
Ignition		Breakerless, diesel quick heat glow plug	Breakerless
Interlock Switch		Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.	
ULTIMATE OPERATOR STATION™			
Seat		Iso-mounted, high-back, deep-cushioned, foam-padded, Cordura-covered, padded arms/backrest with lumbar support and coil-spring suspension (and embroidered logo on Models 725DT and 729T). Optional Cordura-covered, sliding adjustable-tension suspension seat.	
Console-Mounted Instruments	Oil, alternator, temperature & parking brake warning lights, hour meter, engine temperature & volt gauges, work light & ignition switches, glow plug & push/pull PTO switch.		Oil, alternator, temp. & parking brake warning lights, hour meter, engine temp. & volt gauges, work light & ignition switches, choke & push/pull PTO switch.
Work Lights		Standard	
TRANSMISSION & STEERING			
Type	T-Drive™ hydrostatic system with tandem 12cc Parker Hannifin pumps-in-reservoir, in-line cooling fan and design-matched, high-torque Parker wheel motors.	T6 hydrostatic system with tandem 16cc Parker Hannifin pumps-in-reservoir, in-line cooling fan and design-matched, high-torque Parker wheel motors.	
Transmission Fluid		Grasshopper HydroMax™ synthetic fluid withstands high and low temperature extremes for extended change intervals.	
Filtration		Integrated, replaceable, high-efficiency, fine-particle filter	
Speed	0 – 9.0 mph (0 – 14.5 kph) forward 0 – 6.0 mph (0 – 9.7 kph) reverse	0 – 10.0 mph (0 – 16.1 kph) forward 0 – 6.0 mph (0 – 9.7 kph) reverse	0 – 10.0 mph (0 – 16.1 kph) forward 0 – 6.0 mph (0 – 9.7 kph) reverse
Turning Radius		True zero degree, turns within own length with counter-rotating, independently powered drive wheels. Seat is pivot point.	
Steering		One- or two-handed operation with adjustable HydraSmooth™ dual levers that automatically return to neutral from either forward or reverse position.	
Brakes		Dynamic braking through hydrostatic transmission/disc parking brakes, one for each drive wheel.	
Attachment Drive		Telescoping PTO shaft with two high-speed U-joints, Quik-D-Tatch® coupler and heavy-duty electric Mag Stop™ blade clutch/brake.	
POWER UNIT TIRE SIZE			
Drive Wheels (4-ply rated)	22x11.00x10 bar tread, high flotation	22x11.00x10 bar tread, high flotation	22x11.00x10 bar tread, high flotation
Drive Wheel Options (4-ply rated)	22x10.00x10, tubeless, turf tread	22x10.00x10, tubeless, turf tread	22x10.00x10, tubeless, turf tread
Single Tail Wheel	13x6.50x6 rib tread, tubeless (2)	13x6.50x6 rib tread, tubeless (2)	13x6.50x6 rib tread, tubeless (2)
POWER UNIT DIMENSIONS			
Width	50.0 in. (127.0 cm)	50 in. (127.0 cm)	50 in. (127.0 cm)
Length	67.0 in. (170.2 cm)	67.0 in. (170.2 cm)	67.0 in. (170.2 cm)
Height (ROPS)	68.5 in. (174.0 cm)	69.0 in. (175.3 cm)	69.0 in. (175.3 cm)
Height (Seat back/Seat cushion)	46.0 in. (116.8 cm)/30.5 in. (77.5 cm)	46.0 in. (116.8 cm)/30.5 in. (77.5 cm)	46.0 in. (116.8 cm)/30.5 in. (77.5 cm)
Wheelbase	51.5 in. (130.8 cm)	51.5 in. (130.8 cm)	49.5 in. (125.7 cm)
WEIGHT			
Uncrated	965 lbs. (437.7 kg)	1000 lbs. (453.6 kg)	1000 lbs. (453.6 kg)

DuraMax® Decks for 700 Series Liquid-Cooled FrontMount™ Models

WIDTH OF CUT	52 in. (132.1 cm)	61 in. (154.9 cm)	72 in. (182.9 cm)
COMPATIBILITY	All 700 Series Models	All 700 Series Models	725DT and 729T
DECK MODEL	3452	3461	9772
WIDTH w/DEFLECTOR	65.5 in. (166.5 cm)	74.5 in. (189.2 cm)	85.5 in. (227.3 cm)
WIDTH (MULCHING)	53.5 in. (135.9 cm)	62.5 in. (158.8 cm)	73.5 in. (186.7 cm)
CUTTING HEIGHT		1.0 to 5.0 in. (2.5 cm to 12.7 cm)	
POWERFOLD® OPTION	YES	YES	N/A
CONSTRUCTION (Robotic-welded steel)	Tubular 2.25 in. x 4 in. boxed members with 0.25 in. gussets. Formed double thickness hardened steel (0.269 in. > heavier than 3 gauge) truss spindle plane and (3) Sentry™ spindles with 8-inch spindle flanges, with 6-bolt pattern and a triple-strength upper deck, over 1/2 inch thick in stress zones for superior strength. Geometrically engineered design with 7 gauge skirts withstands the brunt of commercial mowing.		
BLADES* (Tempered, alloy steel)	(3) 18 in. (45.7 cm)	(3) 21 in. (63.5 cm)	(3) 25 in. (63.5 cm)
SPINDLE ASSEMBLIES	2.5 cm (approx. 1 in.) O.D. shaft. Double bearings greasable from top of deck. Spindle head designed to eliminate fiber wrap. Deck spindle cones shield housing and lower bearings from grass wrap and dirt ingestion. Machined aluminum alloy housing.		Cast iron housing.
BLADE DRIVE	Maintenance-free gearbox with single Kevlar V-belt and idler arm tensioning.		
TRIMABILITY** (Outside of turf tire to left trim side)	4.0 in. (10.2 cm)**	9.25 in. (24.5 cm)**	13.5 in. (34.3 cm)**
POWER UNIT/DECK LENGTH			
Deck (mowing position)	105.5 in. (268.0 cm)	107.5 in. (273.0 cm)	117.0 in. (279.2 cm)
Deck (folded up)	88.5 in. (224.8 cm)	91.0 in. (231.1 cm)	N/A
TIRE SIZE (4-ply rated)	9 x 3.50 x 4 (flat-proof)		13 x 6.50 x 6 (pneumatic)
WEIGHT UNCRATED			
Side Discharge	374 lbs. (169.6 kg)	422 lbs. (191.4 kg)	606 lbs. (274.9 kg)
Mulching Package***/Order #	29 lbs. (13.2 kg)/504567	36 lbs. (16.3 kg)/504569	44 lbs. (20.0 kg)/504571

* High-lift blades standard. ** Subtract 2.25 in. (5.72 cm) when using bar tread tires. ***Includes hi-lo blades.

All specifications and information contained herein are subject to change without notice. Access-Eze, AntiVibe Power Platform, ComfortReach, ComfortZone, CoolFan, DownDischarge, DuraDrive, Edge-Eze, exoSkeletal, FoldUp, FrontMount, HydraSmooth, InFrame, PowerVac, QuikAdjust, QuikConverter, Sentry, T-Drive, True ZeroTurn, Ultimate Operator Station and View-Eze are trademarks and Grasshopper, the Grasshopper logo, DuraMax, PowerFold, Quik-D-Tatch and Your Next Mower are registered trademarks of the Grasshopper Company. All other products are trademarks or registered trademarks of their respective holders.

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Telephone: 620-345-8621 • FAX: 620-345-2301

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YOUR NEXT MOWER®

Implements: Grasshopper Year-Round Productivity Solutions

Consider these possibilities:

PowerVac™ Collection Systems

AERA-vator™

Dozer Blades

Edge-EZE™ Edger

Rotary Brooms

Shielded Sprayer

Snowthrower

Turbine Blower

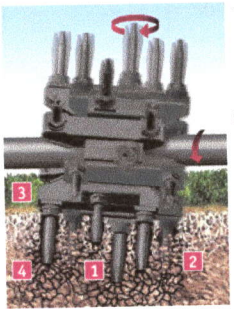
V-plow

Implements Home

PTO-driven AERA-vator™

The PTO-driven AERA-vator™ aerates and loosens compacted soil in ¼ **the time using ¼ the labor of walk-behind units**, eliminating unsightly cores and increasing water filtration in the root zone by up to four times.

Vibrating tines deep-fracture hard, dry soil combinations to create a more resilient surface on playing fields and improve permeability and drainage.



1. Tines fracture soil to **relieve compaction** between holes both sideways and downward.
2. Additional pore space under surface provides **enhanced root growth**. Variable depth control ensures **aeration at all levels of root zone**.
3. Effective aeration with **minimal surface disruption**, leaves no cores to clean up and **turf is ready for use immediately**.
4. No slicing or cutting action to **preserve delicate turf grass roots and stimulate future growth**.

The AERA-vator™ is perfect for school football fields and lawns. A school told me they had the best grass after I aerated one year, and they asked me to return the next year to do it again.

Don Nelson
Nelson Lawn Service
Hildreth, NE





AERA-VATOR™

Back to Implements Main

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HOPPER 722D

AI-22876 **20.C.1.**

Requesting approval to execute a professionl engineering contract with Dos Logicstics

CC REGULAR

Date:	09/14/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Approval to execute a professional engineering (including developing plans, specifications, scope of work, etc.) contract/agreement for the provision of general engineering services for - "Building/Structure Repairs and/or Renovations" located in Precinct #2 on an as needed basis with Dos Logistics, as authorized & approved for negotiations by CC 7/20/10 .

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Precinct 2 Funds

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

BUDGETARY IMPACT:

No fiscal impact at this time. Engineering services will be on an "As Needed Basis" and funding will need to be addressed prior to project engagement.

Attachments

Link: Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:54 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:17 PM	APRV
3	Dale Kennan	Dale Kennan	09/10/2010 08:07 AM	APRV
4	Rocio Villarreal	Rocio Villarreal	09/10/2010 10:42 AM	APRV
5	Dale Kennan	Dale Kennan	09/10/2010 11:39 AM	APRV
6	Dale Kennan	Dale Kennan	09/10/2010 11:39 AM	APRV
7	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/08/2010 04:43 PM

Final Approval Date: 09/10/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-10-279-09-14

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and Dos Logistics, Inc., Professional Engineers of **Weslaco, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to **"Building Repairs and/or Renovations for Hidalgo County Precinct No. 2 Area-On An As Needed Basis"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on September 14, 2011 (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this

Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure

and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as

specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

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

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor

rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and

the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work

to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** -

Supplemental Agreement Form, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as **the Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner,** is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars **($1,000,000)** combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars **($250,000)** each person for bodily injury, five hundred thousand dollars **($500,000)** each occurrence for bodily injury, and one hundred thousand dollars **($100,000)** each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance.* The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County** **100 E. Cano, 2nd Floor** **Edinburg, Texas 78539**	**ENGINEER:**	**Dos Logistics, Inc.** **Attn: Eric C. Ybarra, President/CEO** **212 W. 3rd Street** **Weslaco, Texas 78596**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2010.

ENGINEER:
Dos Logistics, Inc.

BY: _____
Eric C. Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: September 14, 2010

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

I. GENERAL

The **Owner** will provide the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the Owner in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the **Project**.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Provide a copy of the Engineering study, previously prepared by other parties contracted by the **Owner**.

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the preliminary concept Conference coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(1) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

EXHIBIT B

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"
Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown but not limited, to, the following.

A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawings review resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

B Provide services as necessary for, but not limited to, the following areas: land development, land re-development, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waist/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Buildings Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

EXHIBIT C

WORK SCHEDULE

EXHIBIT "C"
Work Schedule

A detailed work schedule for each Work Authorization, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the Engineer to be submitted and approved by the Owner in writing for each Work Authorization. The work schedule will provide specific work sequence and definite review time by the Owner and the Engineer of the work performed.

The Engineer will diligently pursue the completion of each Work Authorization as defined by the milestones and deliverable due dates outlined in each Work Authorization's associated work schedule.

The Engineer will inform the Owner (in reasonable advance of the delay) should the Engineer encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

ENGINEER'S RATES

EXHIBIT "D"
CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014
Engineering						
Principal	$237.53	$249.41	$261.88	$274.97	$288.72	$303.16
Project Manager (VII)	$210.11	$220.62	$231.65	$243.23	$255.40	$268.17
Sr. Engineer (V)	$191.02	$200.57	$210.60	$221.13	$232.18	$243.79
Structural Engineer	$186.00	$195.30	$205.07	$215.33	$226.10	$237.41
Project Engineer(QA/QC)	$164.27	$172.49	$181.11	$190.17	$199.67	$209.66
Engineer (I) / (II)	$133.71	$140.40	$147.42	$154.79	$162.53	$170.65
Sr. Engineering Designer (III)	$141.62	$148.70	$156.13	$163.94	$172.14	$180.74
Environmental Scientist	$126.07	$132.37	$138.99	$145.94	$153.24	$160.90
Engineering Designer (I) / (II)	$95.51	$100.29	$105.30	$110.56	$116.09	$121.90
CADD Operator (I) / (II)	$82.22	$86.34	$90.65	$95.19	$99.94	$104.94
Secretary	$68.76	$72.20	$75.81	$79.60	$83.58	$87.76
Inspector	$95.00	$99.75	$104.74	$109.98	$115.48	$121.25

**These are the rates to be determined for each work authorization

NON-LABOR***
Mileage
Car Rental
Lodging (In states)
Meals
Air Travel
Overnight Carrier cost
GPS Equuuipment
Copies
Bond Plots
Color Plots
Mylar Plots

***These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis.
determined at time of negotiation. At the raates authorized by Hidalgo County Officials

EXHIBIT E

WORK AUTHORIZATION FORM

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **Hidalgo County Precinct 2**, hereinafter called the "**Owner**", and **DOS LOGISTICS, INC**, professional engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is the scope of work involves the developing of plans, specifications, and estimate, (PS&E) for the existing channel on City Water/Wastewater through ORCA.

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

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

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 200_.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Hugo P. Gonzalez Jr., P.E.

THE OWNER:
HIDALGO COUNTY PRESCIENT NO. 2

BY: _____
Commissioner Hector Palacios

LIST OF ATTACHMENTS

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

EXHIBIT F

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between the **Hidalgo County Precinct 2**, hereinafter called the "**Owner**", and **Dos Logistics, Inc.**, professional engineers of _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ On-Call Engineering Services (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____ _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to _____ _____ _____ _____ _____ _____ _____ _____

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

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

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Eric Ybarra, President

OWNER:
HIDALGO COUNTY PRECIENT NO. 2

BY: _____
Commissioner Hector Palacios

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/26/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074

CONTACT NAME: Thomas Henrichsen
PHONE (A/C, No, Ext): 713-272-0558 FAX (A/C, No): 713-779-9410
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
Dos Logistics, Inc.
212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Interstate Fire & Casualty	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Zurich Insurance Company	
INSURER E: Travelers Insurance Company	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC		N	CMR6200015-2	10-28-09	10-28-10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		N	61 UECK04021	08/20/09	08/20/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $		N				EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	0001199185	03/18/10	03/18/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional E&O		N	EOC 6555841-00	10-28-0	10-28-10	$2,000,000 occurrence	
E	Valuable Papers		N	QT6604226L899	12/13/09	12/13/10	$ 100,000 limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project - On-Call Engineering Services. Hidalgo County Precinct 2 is named as additional insured on General Liability and Automobile Liability subject to terms & conditions of the policy. waiver of Subrogation in favor of Hidalgo County Precinct 2 on General Liability,

CERTIFICATE HOLDER
Hidalgo County Precinct 2.
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ron Robertson

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AI-22904 **20.C.2.**

Request Approval for Work Authorization No.1 for El Gato Road Project
CC REGULAR

Date:	09/14/2010
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

Acceptance and approval of Work Authorization No.1 with R. Gutierrez Engineering Corporation (Contract #C-09-419-10-27), project engineer, for the provision of engineering services consisting of: preliminary engineering and schematic design, topographic and right-of-way surveying, right-of-way map and parcels preparation, final design, and construction plans development for El Gato Road project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-051-0-841

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

BUDGETARY IMPACT:

Funding available in the amount of $400,000.00 as of 09/10/2010.

Attachments

Link: WA #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2010 12:18 PM	APRV
2	Budget & Management	Ivan Cantu	09/10/2010 01:29 PM	APRV
3	Dale Kennan	Dale Kennan	09/10/2010 02:48 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/10/2010 08:16 AM

Final Approval Date: 09/10/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide services in the development of the El Gato Road project. Hidalgo County desires to improve El Gato Road from a two-lane rural county road section to a 4-lane urban roadway facility. The limits of work are from FM 907 (Alamo Road) on the west to Tower Road on the east. The length of the project is approximately 0.75 miles. The proposed work will consist of providing: preliminary engineering and schematic design, topographic and right-of-way surveying, right-of-way map and parcels preparation, final design, and construction plans development for the project.

The project will be developed in two (2) parts. Part 1 will cover from FM 907 (Alamo Road) to the existing Alamo City Limits, a distance of approximately 0.25 miles. Part 2 will cover from the existing Alamo City Limits to Tower Road, a distance of approximately 0.5 miles. The project will be developed in accordance with a schedule and sequence that would allow the project to be constructed in a manner more advantageous to the **Owner**.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 1 shall be funded through funding source:

Account No. 0-1200-431-00-122-051-0-841

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2009.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Rene A. Ramirez
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 1

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 1

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

PHASE I – PRELIMINARY PHASE

The Engineer will perform, or provide for, professional engineering and surveying services for the preliminary engineering part of the development and upgrading of El Gato Road from a two-lane rural county road section to a 4-lane urban roadway facility. The Engineer will perform field surveying for the purpose of establishing vertical and horizontal control for the Project. The Engineer will perform detailed topographic surveying for use in developing the project. The Engineer will also provide an inventory of existing utility information and provide coordination with the owners of these utilities for their adjustment. The Engineer will develop a schematic of the proposed improvements.

Field Surveying. The Engineer will secure written permission to enter private property for the purpose of surveying and engineering investigations. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project.

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height,

and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

3) Design Centerline. Establish and stake the design centerline.

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:

   a) Existing and/or proposed right of way lines
   b) Benchmark data
   c) Existing and proposed drainage system(s)
   d) Location and size of utility
   e) Limits of existing casing pipe
   f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Schematic Design. The Engineer will develop a final schematic design of the proposed project improvements. A maximum of two (2) different preliminary schematic designs will be developed and presented to the Owner. From the comments received from the Owner one (1) final schematic design will be developed. The Project is divided into two (2) parts and those will be identified in the final schematic design.

PHASE II – DESIGN PHASE

The Engineer will perform, or provide for, professional engineering services for the plans, specifications and estimate part for of the development and upgrading of El Gato Road from a rural two-lane county road section to a 4-lane urban roadway facility.

Plans Development. The Engineer will perform, or provide for, professional, surveying, geotechnical and engineering design services for the preparation of plans for the development and upgrading of Anaya Road. The engineer will perform field surveys to obtain additional information that was not gathered during the schematic design phase of the project. Geotechnical investigations will be performed by the engineer to obtain necessary data for the proper design of the project. The engineer will provide for the

engineering design services necessary for the development of the final construction plans, specifications and estimate for completing the project.

Engineering Design. The Engineer will utilize Hidalgo County established Standards in the development of the project design. The engineer will provide, or provide for, the development of the plans, specifications and estimate for the construction of the project. The plans will be developed on 11"x17" sheets. The plans will include, but not limited to, title sheet, project layout, specification data, estimate and quantity, typical sections, sequence of construction, traffic control plan, plan & profile, roadway & drainage layout, bridge layout & details (if necessary), culvert layout & details (as necessary), hydraulic data, drainage area map, drainage details, drain ditch details, storm water pollution prevention plan (SW3P), irrigation structure adjustment details, signing details, striping details, and traffic signal layout & details (if necessary). The project cost estimate will be developed based on the unit price system of bidding utilizing recent bids received by the Owner or utilizing TxDOT's 12-month average bid data. The engineer will not be required to guarantee the accuracy of those estimates.

The engineer will provide the horizontal and vertical design for the proposed roadway improvements. All vertical and horizontal alignment will be developed utilizing GEOPAK.

The Engineer will develop the hydraulic design in accordance with Hidalgo County/Local Municipal or TXDOT guidelines. The engineer will also provide the drainage design utilizing HEC-HMS, HEC-RAS, TR-55, Winstorm or other approved methods.

Plans will be developed utilizing a CADD software package. All design shall in all respects combine the application of sound engineering principles with a high degree of economy.

PHASE III – CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide Project site inspection of the authorized construction contract(s) as follows:

   a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). If requested and authorized by Owner, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. Resident Engineer and/or Construction Inspector(s) services will be considered an additional service as stipulated in the Agreement.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

b) Observe Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished three (3) set of prints.

ADDITIONAL SERVICES

The Right-of-Way Mapping and Parcels, and Geotechnical Investigation work will be considered as an additional service as stipulated in the Agreement.

Right - Of - Way Mapping and Parcels

The Engineer will develop a right-of-way map for the Owner to use in acquiring the necessary parcels to implement the project. Procedures followed will be those satisfying TxDOT requirements for federally funded projects and utilized by the Owner. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the right-of-way map. The surveyor will perform field surveying to establish the existing and proposed right-of-way lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for each parcel to be acquired. The surveyor will perform any necessary revisions to the right-of-way map, field notes and parcel sketches as required to complete the project.

Geotechnical Investigation. The engineer will provide for the performance of a geotechnical investigation and testing for the purpose of design of any bridges or bridge class culverts and for the purpose of pavement design and determining the suitability of existing soils to be used in the proposed construction.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 1

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the design and construction for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for in Phase I and/or Phase II as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

HIDALGO COUNTY
PROFESSIOAL ENGINEERING SERVICES
CONTRACT #C-09-419-10-27
WORK AUTHORIZATION NO. 1

EXHIBIT D
FEE ESTIMATE

TASK	PART I - CONTRACT AMOUNT	PART II - CONTRACT AMOUNT	COMBINED TOTAL - CONTRACT
Basis for Engineering Fee based on Article 5A of Contract			
Project Estimated Construction Cost	$487,138	$639,877	$1,127,015
Engineering Services Fee (8% of Construction Cost)	$38,971	$51,190	$90,161
Topographic Survey Services Fee (2.5% of Construction Cost)	$12,178	$15,997	$28,175
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$51,149**	**$67,187**	**$118,337**
PART I - PRELIMINARY ENGINEERING (50% of Basic Fee)	**$25,575**	**$33,594**	**$59,168**
TOPOGRAPHIC SURVEY (50% of Prelim Eng Fee)	$12,787	$16,797	$29,584
SCHEMATIC DESIGN (50% of Prelim Eng Fee)	$12,787	$16,797	$29,584
SUB-TOTAL (Prelim Eng Fee)	**$25,575**	**$33,594**	**$59,168**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$3,000**	**$12,000**	**$15,000**
OBTAIN TITLE REPORTS (Est 5 Parcels) (@ $600.00/Parcel)	$600	$2,400	$3,000
DEVELOP PARCELS & R.O.W. MAP (Est 5 Parcels) (@ $2,400.00/Parcel)	$2,400	$9,600	$12,000
SUB-TOTAL (R.O.W. Map Fee)	**$3,000**	**$12,000**	**$15,000**
PART IV - PLANS, SPECIFICATIONS & ESTIMATE (25% of Basic Fee)	**$12,787**	**$16,797**	**$29,584**
30% Plans Submittal (30% of PS&E Fee)	$3,836	$5,039	$8,875
60% Plans Submittal (30% of PS&E Fee)	$3,836	$5,039	$8,875
90% Plans Submittal (30% of PS&E Fee)	$3,836	$5,039	$8,875
100% Plans Submittal (10% of PS&E Fee)	$1,279	$1,680	$2,958
SUB-TOTAL (PS&E Fee)	**$12,787**	**$16,797**	**$29,584**
PART V - CONSTRUCTION SERVICES (25% of Basic Fee)	**$12,787**	**$16,797**	**$29,584**
Construction Services	$12,787	$16,797	$29,584
SUB-TOTAL (Construction Services Fee)	**$12,787**	**$16,797**	**$29,584**
TOTAL	**$54,149**	**$79,187**	**$133,337**

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Humberto Garza
Hidalgo County Pct. 2

FROM: Ramiro Gutierrez
SUBJECT: EL GATO ROAD WA#1
PROJECT NO.: Eng09.022a
DATE: 9/9/10

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER: INVOICE
___ BID TABULATION	X CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	-	WA #1

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
X AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS: Let me know if you need a work authorization with original signatures.

RECEIVED
SEP 09 2010

Copy Distribution: file

Received by: X

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-22900 **20.D.1.**

Requesting approval of Certificate of Completion and Final Payment with Valley Boring Services, LLC

CC REGULAR

Date:	09/14/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting approval of the following in connection with the, "Drainage Improvements to Prairie View Subdivision Phase I Dry Bore Method to Abram Canal Crossing," in Precinct No. 3 and as submitted by awarded contractor Valley Boring Service, LLC:

a. Certificate of Construction Completion from Valley Boring Service, LLC, reflecting the completion date of August 16, 2010;

b. Approval of Request for Final Payment in the amount of $92,560.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-123-073-0-733

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

BUDGETARY IMPACT:

Available funds in P.O. #643628 as of 9/10/10 is $92,560.00

Attachments

Link: Final Payment and Certificate of Construction Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2010 12:18 PM	APRV
2	Budget & Management	Ivan Cantu	09/10/2010 01:28 PM	APRV
3	Perla Lopez	Perla Lopez	09/10/2010 03:55 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/09/2010 04:28 PM

Final Approval Date: 09/10/2010

VALLEY BORING SERVICE, LTD.

5130 S. Hwy. 281
Edinburg, Texas 78539

Office: (956) 787-0080
Fax: (956) 787-6510

SIGN: _____
REQ# 179211
PO# 643628

AUG. 16, 2010

COUNTY OF HIDALGO
PCT. 3
724 N. BREYFOGLE
MISSION, TX. 78574

RE: P.O. NO. 643628

FINAL INVOICE

DRAINAGE IMPROVEMENT TO PRAIRIE VIEW SUBDIVISION PHASE I
36" DRY BORE UNDER H.C.I.D. NO.6 CANAL.

	DESCRIPTION	QUANITY	UNIT PRICE	TOTAL
1.	36" BORE WITH STEEL CASING:	120 L.F.	$ 640.00	$ 76,800.00
2.	TRENCH PROTECTION:	120 L.F.	$ 23.00	$ 2,760.00
3.	TRAFFIC CONTROL:	LUMP SUM		$ 3,000.00
4.	H.C.I.D NO. 6 PERMIT FEE:		$ 10,000.00	$ 10,000.00

TOTAL AMOUNT DUE: $ 92,560.00

THANKS

APPROVED
By: _____
JAVIER HINOJOSA ENGINEERING
Date: 5/17/10

INVOICE RECEIVED BY
_____ ON 5/13/10
GOODS/SERVICES RECEIVED BY
_____ ON 5/18/10

D-1339-431.00-123-073.0737

Valley Boring Service, LLC	Contractor Name
07/28/10	Starting Date
08/16/10	Project Ending Date
0%	Retainage Percent

Application No.	1 (FINAL)
Application Date:	8/16/2010
Period To:	7/28/10 - 08/16/10
Engineer Firm	JAVIER HINOJOSA ENGINEERING

SCHEDULE OF VALUES

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
2010-185-06	Prairie View Subd	$ 92,560.00	$ 92,560.00	$ 92,560.00	$ -	$ -	$ 92,560.00	$ -	$ -	$ 92,560.00	$ -	$ 92,560.00
02-OGG	Phase I Drainage											
	Improvements											
		$ 92,560.00	$ 92,560.00	$ 92,560.00	$ -	$ -	$ 92,560.00	$ -	$ -	$ 92,560.00	$ -	$ 92,560.00

FINAL AFFIDAVIT OF WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with **Hidalgo County** to provide **drainage improvements to Prairie View Subdivision Phase I Dry Bore Method to Abram Canal Crossing** located and owned by Hidalgo County.

Which improvements are described as follows:

Drainage Improvements to Prairie View Subdivision Phase I Dry Bore Method to Abram Canal Crossing in Hidalgo County Precinct No. 3.

P.O.#643628 **(Contract # 2010-185-06-02-OGG)**

In consideration of **Pay Estimate No. 1& Final** in the amount of **Ninety Two Thousand Five Hundred Sixty Dollars and No Cents ($92,560.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Valley Boring Service, LLC
CONTRACTOR

By: _____
C.W. Downing, Owner

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 7th day of September, **2010**, to certify which witness my hand and seal of office.

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

My Commission Expires: 3-23-2012

_____
Notary Public in and for the State of Texas

Claudia N. Ybarra
Print Name

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

CONTRACTOR'S FINAL RELEASE WAIVER OF LIENS, AND AUTHORIZATION TO DISBURSE FUNDS

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Valley Boring Service, LLC, doing business as **Valley Boring Service, LLC**, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated **June 15, 2010**, among Contractor, Owner, and the County of Hidalgo, State of Texas. **Hidalgo County** hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of **$92,560.00** through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property

(or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the 7th day of September, 2010

Signature

C.W. Downing, Owner
Name and Title

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the 7th day of September, 2010 by C.W.Downing, Owner
(title)
of and on behalf of Valley Boring Service, LLC.
(a corporation) (a partnership) (an individual)

CLAUDIA N. YBARRA
My Commission Expires
March 23, 2012

Notary Public, State of Texas

CLAUDIA N. VIBARRA
My Commission Expires
March 23, 2012

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 16th DAY OF AUGUST , 2010 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: June 15, 2010
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Valley Boring Service, LLC
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Drainage Improvements to Prairie View Subdivision Phase I Dry Bore Method to Abram Canal Crossing.

CONTRACT NO: 2010-185-06-02-OGG
Located in or near the City/Precinct Of Hidalgo County Precinct No. 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$92,560.00
Present Amount of Contract	$92,560.00
Total Amount of earned to Date	$92,560.00
Less: previous payments	$ 0.00
Balance	$92,560.00
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$92,560.00

Exhibit E-L

6. That the final payment in the amount of Ninety-Two Thousand Five Hundred Sixty Dollars and No Cents ($92,560.00) is now due and payable.

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:

Valley Boring Service, LLC

By: C.W. Downing

Title: Owner

CONCURRED BY:

Hidalgo County Judge

By: Rene A. Ramirez

Title: County Judge

Exhibit E-L

AI-22902 **20.D.2.**

Requesting approval of WA#1 with Dannenbaum Engineering for Los Ebanos Pavillion

CC REGULAR

Date:	09/14/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $15,754.86) as submitted by project engineer, Dannenbaum Engineering Company, for engineering services for "Improvements to the Existing Los Ebanos Pavillion" within Hidalgo County Pct. No. 3 through Contract #C-09-253-10-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-123-008-0-452

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

BUDGETARY IMPACT:

Available balance after CC approval (AI - 22891 9/14/10) is $300,000.00.

Attachments

Link: WA#1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2010 04:02 PM	APRV
2	Budget & Management	Angela Garcia	09/10/2010 04:09 PM	APRV
3	Perla Lopez	Perla Lopez	09/10/2010 04:51 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/09/2010 04:45 PM

Final Approval Date: 09/10/2010

HIDALGO COUNTY

Professional Engineering Services
Contract #_____
Work Authorization Form

WORK AUTHORIZATION NO. 1

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

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide: engineering and construction phase services for the proposed improvements to the existing Los Ebanos Pavillion in Hidalgo County Precinct No. 3.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$15,754.86**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5, 6 and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. _-_ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or as outlined in **Exhibit "C" – Work Schedule.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 4.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY: _____
Joe Flores

PART 8. ACCEPTANCE AND APPROVAL

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

THE ENGINEER:
Dannenbaum Engineering Company-McAllen, LLC

_____
By: Louis H. Jones, P.E., President

THE OWNER:
HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

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

EXHIBIT "A"
Services to be Provided by the Owner for the Pct. 3 Los Ebanos Pavilion

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT "B1"** attached to this Agreement).

I. GENERAL

The **Owner** will provide to the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, Regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT "C"** attached to this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**

(7) Provide a copy of any studies, previously prepared by other parties contracted by the **Owner** and incorporated herein by reference as the ***"Building Repairs and/or Renovations for the Hidalgo County Precinct 3 Area"***, and any associated documentation that may be relevant to the **Engineer** in the evaluation and verification of any projects under the ***"Building Repairs and/or Renovations for the Hidalgo County Precinct 3 Area"***.

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

The **Owner** will provide to the **Engineer** the following ***as required***:

(1) Approve the **Work** Plan prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Approve the **Project Schedule** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(3) **Construction Estimate.** Provide the **Engineer** a copy of historical bid tabulations, if available, for similar projects and periodically review and approve the **Construction Estimate** as developed and prepared by the Engineer and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(4) Submit all required applications prepared by the **Engineer** as relevant for funding sources.

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following ***as required***:

Preliminary Engineering

(1) Attend the **Preliminary Concept Conference** coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

(2) Assist the Engineer as required in the coordination with any other coordinating agency or entity.

(3) Review and approve the ***"Preliminary Engineering Report"*** prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(4) **Construction Documents.** Upon approval of the schematic documents, authorize the **Engineer** to begin work on the final design; additionally:

a. Provide available existing plans and other relevant documents.
b. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.

(5) Review and approve plans, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Construction

(6) Review and approve all services provided by the **Engineer** (and more particularly identified in attached to this Agreement) regarding advertising for each authorized construction contract for the Project, the opening and tabulation of bids, and the preparation of contract document for the award of construction contracts.

(7) Review and approve change orders as required and prepared by the **Engineer.**

EXHIBIT "B"
Services to be Provided by the Engineer for the Pct. 3 Los Ebanos Pavillion

I. BASIS SERVICES
PROJECT PLANNING / ENGINEERING

(A) **Preliminary Project Planning and Development.** The **Engineer** will identify, coordinate, and implement the requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Schedule.** The **Engineer** will prepare a **Project Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout the **Project** development. It will be provided, as well as any updates, to the **Owner** as a part of the **Work Plan.** The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate.** The **Engineer** shall prepare a preliminary estimate for the construction of the **Project.** The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(B) **Preliminary Engineering.** The **Engineer** will ultimately deliver the final recommendations for the design of the project. Specific tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference.** The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner,** and any other stakeholders approved by the **Owner.** At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the Project, identify existing conditions and design requirements, and present the approach to the development of the Project for approval by the **Owner.**

(2) **Management/Coordination of Engineering Activities.** The **Engineer** shall coordinate the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the Project.

(3) **Coordination with various agencies.** The development of the Project may require coordination with various agencies. The **Engineer** will act as a liaison for the **Owner,** and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy applicable regulations.

(C) **Final Design.** After the **Owner** has approved the **Engineer's** final recommendations for the Project and the recommendations meet all applicable agency permitting requirements, the **Engineer,** will coordinate the activities of the **Project Team** during the final design of the **Project.** One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications included within the plan documents, and estimate (PS&E) for construction of the **Project.**

(D) Construction Administration. The **Engineer** shall provide construction administrative services for the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contract. Specific work activities to be provided by the **Engineer** will include:

(1) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

a. The **Engineer** shall furnish to the **Owner** 5 copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposal for the construction contract.

b. The **Engineer** shall assist the **Owner** in advertising for the **Project.**

c. The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

d. The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of the construction contract.

(2) **Owner's Representative.** In general, the **Engineer** shall provide the activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(3) **Defects and Deficiencies.** In providing the administration of the authorized construction contract, the **Engineer** shall use the **Engineer's** best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor".** The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(4) **Progress Reports.** The **Engineer** will prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(5) **Contractor Payment.** The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(6) **Construction Observation.** The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner:**

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least once a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications as basic services. Additional visits shall be provided as special services at the request of the **Owner**. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor**, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(7) **Change Orders.** When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction **(Construction)** in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(8) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project**.*

EXHIBIT "C"
Work Schedule
for the Pct. 3 Los Ebanos Pavilion

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the **Owner** in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

Engineer's Work Schedule
Calendar Days

Day 1	Engineer Notice to Proceed
Day 8	Preliminary concept conference
Day 26	Construction Document review conference
Day 33	Advertisement for Bid
Day 47	Bid Opening
Day 54	Engineer's Contractor Recommendation
Day 68	Contract award
Day 75	Preconstruction Meeting
Day 165	Substantial Completion inspection
Day 182	Final Inspection
Day 196	Final Payment

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Precinct 3
Project Name: Hidalgo County Pct 3 - Los Ebanos Pavilion Repairs and Remodel
Project Number: 4513-02

EXHIBIT "D"
FEE BUDGET ESTIMATE
BASIC SERVICES - ENGINEERING
HIDALGO COUNTY PRECINCT 3 - LOS EBANOS PAVILION REPAIRS AND REMODEL
PRELIMINARY ENGINEERING / FINAL DESIGN / CPS
WORK AUTHORIZATION NO. # 1

Prepared by _____
Reviewed by _____
Checked by _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $388.49	PROJ MGR (VII) $247.92	SENIOR ENGR (V) $229.83	PROJ ENG (III) (IV) $201.95	ENGINEER (I) (II) $195.32	SR. ENG DGNR (III) $181.62	ENVIRON SCIENTIST $147.75	ENG DGNR (I)(II) $138.70	CADD OPER (I) (II) $97.42	SECTY $87.78	CONST MANANGER $168.18	CONST REP $101.18	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	PRELIMINARY ENGINEERING																
4200	PROJECT START-UP AND COORDINATION																
	DEVELOP PRELIMINARY BUDGET						2									2	$403.90
	SUBTOTAL			0	0	0	2	0	0	0	0	0	0	0	0	2	$ 403.90
				$0.00	$0.00	$0.00	$403.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4210	DATA GATHERING / DESIGN CRITIERIA																
	COLLECT AND REVIEW COUNTY DATA/ SITE CONDITIONS						2									2	$403.90
	VISIT SITE WITH CLIENT REPRESENTATIVES						2									2	$403.90
	SUBTOTAL			0	0	0	4	0	0	0	0	0	0	0	0	4	$807.80
				$0.00	$0.00	$0.00	$807.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
4220	PRELIMINARY ENGINEERING																
	DETERMINE PRELIM DESIGN						2									2	$403.90
	PRELIM QUANITY TAKEOFF AND OPINION OF COST						2				2					4	$681.30
	SUBTOTAL			0	0	0	4	0	0	0	2	0	0	0	0	6	$1,085.20
				$0.00	$0.00	$0.00	$807.80	$0.00	$0.00	$0.00	$277.40	$0.00	$0.00	$0.00	$0.00		
	TOTAL HOURS - PRELIM ENG			0	0	0	10	0	0	0	2	0	0	0	0	12	
	TOTAL COST - PRELIM ENG			$0.00	$0.00	$0.00	$2,619.50	$0.00	$0.00	$0.00	$277.40	$0.00	$0.00	$0.00	$0.00		$2,296.90
	TOTAL COST - PRELIMINARY ENGINEERING																$2,296.90
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	83.33%	0.00%	0.00%	0.00%	16.67%	0.00%	0.00%	0.00%	0.00%	100.00%	
	FINAL DESIGN																
5020	60% PLANS																
	FINAL GENERAL PLAN SHEETS						2				8					10	$1,513.50
	FINAL DETAILS AND TYPICAL SECTIONS SHEETS						4				8					12	$1,917.40
	FINAL SPECIFICATIONS						2						2			4	$379.48
	SUBTOTAL			0	0	0	8	0	0	0	16	0	2	0	0	26	$ 4,010.38
				$0.00	$0.00	$0.00	$1,615.60	$0.00	$0.00	$0.00	$2,219.20	$0.00	$175.56	$0.00	$0.00		
5030	FINAL PLANS																
	FINAL GENERAL PLAN SHEETS						1				2					3	$479.35
	FINAL DETAILS AND TYPICAL SECTIONS SHEETS						1				2					3	$479.35
	FINAL SPECIFICATIONS						1						1			2	$289.73
	SUBTOTAL			0	0	0	3	0	0	0	4	0	1	0	0	8	$ 1,248.43
				$0.00	$0.00	$0.00	$605.85	$0.00	$0.00	$0.00	$554.80	$0.00	$87.78	$0.00	$0.00		
	TOTAL HOURS - FINAL DESIGN			0	0	0	11	0	0	0	20	0	3	0	0	34	
	TOTAL COST - FINAL DESIGN			$0.00	$0.00	$0.00	$2,221.45	$0.00	$0.00	$0.00	$2,774.00	$0.00	$263.34	$0.00	$0.00		$5,258.79
	TOTAL COST - FINAL DESIGN																$5,258.79
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	32.35%	0.00%	0.00%	0.00%	58.82%	0.00%	8.82%	0.00%	0.00%	100.00%	

Dannenbaum Engineering Company - McAllen, LLC
Client: Hidalgo County Precinct 3
Project Name: Hidalgo County Pct 3 - Los Ebanos Pavilion Repairs and Remodel
Project Number: 4513-02

FEE BUDGET ESTIMATE
BASIC SERVICES - ENGINEERING
HIDALGO COUNTY PRECINCT 3 - LOS EBANOS PAVILION REPAIRS AND REMODEL
PRELIMINARY ENGINEERING / FINAL DESIGN / CPS
WORK AUTHORIZATION NO.# 1

Prepared by _____
Reviewed by _____
Checked by _____

DEC TASK CODE	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	BASIS OF MANHOUR ESTIMATE UNIT	PRINCIPAL (VIII) $388.49	PROJ MGR (VII) $247.92	SENIOR ENGR (V) $279.83	PROJ ENG (III) (IV) $201.95	ENGINEER (I) (II) $195.32	SR ENG DGNR (III) $161.82	ENVIRON SCIENTIST $147.75	ENG DGNR (I)(II) $135.70	CADD OPER (I) (II) $97.42	SECTY $87.78	CONST MANANGER $108.18	CONST REP $101.18	TOTAL MHS PER TASK	TOTAL FEE PER TASK
	CONSTRUCTION PHASE																
6040	BIDDING PHASE ENGINEERING																
	COORDINATE P&S REPRODUCTION						1						2			3	$377.51
	BIDDING ASSISTANCE						2									2	$403.90
	BID OPENING						2						1			3	$491.68
	BID TABULATION						1									1	$201.95
	RECOMMENDATION OF AWARD						1						1			2	$289.73
	NOTICE OF AWARD						1						1			2	$289.73
	REVIEW AND ASSEMBLE CONTRACTS						2						2			4	$578.46
	SUBTOTAL			0	0	0	10	0	0	0	0	0	7	0	0	17	$ 2,833.98
				$0.00	$0.00	$0.00	$2,019.50	$0.00	$0.00	$0.00	$0.00	$0.00	$614.46	$0.00	$0.00		
6050	CONSTRUCTION PHASE ENGINEERING																
	NOTICE TO PROCEED						1						1			2	$289.73
	PRECONSTRUCTION CONFERENCE						2						1			3	$491.68
	SHOP DRAWING REVIEW						4						1			5	$995.58
	SITE VISITS						4									4	$807.80
	INTERPRETATIONS AND CLARIFICATIONS						2									2	$403.90
	MONTHLY CONTRACTOR'S ESTIMATE						2									2	$403.90
	CHANGE ORDERS															0	$0.00
	SUBTOTAL			0	0	0	15	0	0	0	0	0	3	0	0	18	$ 3,282.59
				$0.00	$0.00	$0.00	$3,029.25	$0.00	$0.00	$0.00	$0.00	$0.00	$263.34	$0.00	$0.00		
6060	PROJECT COMPLETION / FINAL ACCEPTANCE												1		2		
	FINAL INSPECTION						2									2	$403.90
	CONTRACTOR'S FINAL PAY ESTIMATE						2									2	$403.90
	CERTIFICATE OF COMPLETION						1						1			2	$289.73
	RECORD AS BUILT DRAWINGS						1				2					3	$479.35
	SUBTOTAL			0	0	0	6	0	0	0	2	0	2	0	2	9	$ 1,576.88
				$0.00	$0.00	$0.00	$1,211.70	$0.00	$0.00	$0.00	$277.40	$0.00	$175.56	$0.00	$202.36		
	TOTAL HOURS - CONSTRUCTION PHASE			0	0	0	31	0	0	0	2	0	12	0	2	47	
	TOTAL COST - CONSTRUCTION PHASE			$0.00	$0.00	$0.00	$6,260.45	$0.00	$0.00	$0.00	$277.40	$0.00	$1,053.36	$0.00	$202.36		$7,793.57
	TOTAL COST - CONSTRUCTION PHASE																$7,793.57
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	91.18%	0.00%	0.00%	0.00%	5.88%	0.00%	35.29%	0.00%	5.88%	138.24%	
	TOTAL HOURS - PRELIM ENG / FINAL DESIGN			0	0	0	42	0	0	0	22	0	16	0	2	81	
	TOTAL COST - PRELIM ENG / FINAL DESIGN			$0.00	$0.00	$0.00	$10,501.45	$0.00	$0.00	$0.00	$3,328.80	$0.00	$1,316.70	$0.00	$202.36		$15,349.29
	% OF TOTAL HOURS PER CLASSIFICATION			0.00%	0.00%	0.00%	51.85%	0.00%	0.00%	0.00%	27.16%	0.00%	19.52%	0.00%	2.47%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY/UNIT		QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS	4	SETS	4	PLOTS/SET	16	1.50	$ 24.00
PLOTTING - 22 X 34 PAPER PLOTS		SETS		PLOTS/SET	0	6.00	$ -
PLOTTING - COLOR PLOTS		SETS		PLOTS/SET	0	10.00	$ -
MYLAR PLOTS - 11 X 17		SETS		PLOTS/SET	0	10.00	$ -
REPRODUCTION - 8.5 X 11 PAPER COPIES		SETS		COPIES/SET	0	0.12	$ -
REPRODUCTION - 11 X 17 PAPER COPIES	12	SETS	4	COPIES/SET	48	0.15	$ 7.20
OVERNIGHT CARRIER COST	8	PKGS	1	EACH	8	30.00	$ 240.00
AUTO EXPENSE (Mileage)	5	TRIPS	56	MI /TRIP	280	0.48	$ 134.40
TOTAL DIRECT EXPENSES							$ 405.60

* Travel costs include airfare, hotel, car rental and per diem.

PRELIMINARY ENGINEERING	$2,269.00
FINAL DESIGN	$5,256.79
CONSTRUCTION PHASE SVS	$7,793.57
OTHER DIRECT EXPENSES	$ 405.60
GRAND TOTAL	$ 15,724.96

AI-22080 **20.E.1.**

Award/ Pit Run Caliche Base

CC REGULAR

Date:	09/14/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County Precinct No. 4 - "Pit Run Caliche Base" - RFB No. : 2010-214-07-07-SGS.

BACKGROUND

1. Current contract to expire on November 17, 2010.
2. New contract to commence on November 18, 2010.
3. Recommended vendor is Roy's Hauling Service.
4. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available balance as of 9-10-10:
Object code 731--> $166,931.63
Object code 673--> $ 29,548.50

On an "As Needed Basis"

Attachments

Link: Letter of Recommendation, Tabulation etc.

Link: contract document-C-10-214-09-14-Roys Hauling Svc Inc-Pct 4 (Pit Run Caliche)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:26 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 02:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/10/2010 11:10 AM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 11:32 AM	APRV

Form Started By: Sandy Suarez Started On: 07/20/2010 09:55 AM

Final Approval Date: 09/10/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Juan Carranza, Director
Hidalgo County Commissioner Precinct No. 4

ATTN: Rumaldo Munoz, A P Clerk

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: July 8, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-214-07-07-SGS-Hidalgo County Commissioner Precinct No. 4-
"Pit Run Caliche"

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, July 19, 2010 @ 3:00 p.m.** to be able to present to Commissioner's Court **on July 27, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Roy's Hauling Service	Lowest Bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 1200-431-00 ~~0-1200-007-0-~~124-007-0-673
~~0-1200-007-0-~~124-007-0-731
1200-431-00

Gloria A. Beltran — Gloria A. Beltran — Pct #4 — 7/19/10

AUTHORIZED SIGNATURE — PRINTED NAME — DEPARTMENT — DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: 07/07/10	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PIT RUN CALICHE RUN "

BID NO: 2010-214-07-07-SGS			**BUYER: SANDY SUAREZ**
BID # RFB#	**NAME OF COMPANY**	**UNIT PRICE PER TON**	**TOTAL PRICE PER TON**
#1	Roy's Hauling Service- Big Five Pit Big Five Pit -4 mi N of FM 1925 on Big Five Road.	$ 1.90	$ 1.90
	Roy's Hauling Service-San Manuel Pit 3 mi W of US 281 on FM 1017 to FM 3250, 1 mi S of FM 2350 (west side)	$ 1.90	$ 1.90
#2	Frontera Materials- 490 Pit 4. 5 mi W. of US 281 on 490	$2.90	$2.90

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: JULY 07, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4–PIT RUN CALICHE BASE"
BID NO: 2010-214-07-07-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Roy's Hauling Services, Inc. Attn: Roy Balderas Jr. or Christina	E-mail	Sandy Suarez	06/21/10	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
2. Frontera Materials left mess 16th Attn: Barry Ehlinger	E-mail	Sandy Suarez	06/21/10	P.O. Box 1917 Weslaco, TX, 78596 P# 956-316-8952 C# 607-5965 bmefrontera@aol.com
3. Valley Caliche Products Attn: Mark Motheral	E-mail	Sandy Suarez	06/21/10	P.O. Box 1086 Mission, TX 78573 P# 956-581-2751 F#956-585-6844 valleycaliche@aol.com
4	E-mail	Sandy Suarez	00/00/10	
5.	E-mail	Sandy Suarez	00/00/10	
6.				
7.				
8.				
9.				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

REQUIREMENTS AGREEMENT
C-10-214-09-14

THIS AGREEMENT (the "Agreement") is entered into effective as of the **14th** day of **September, 2010** by and between **Roy's Hauling Service, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precinct No. 4** for **"Pit Run Caliche Base" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **November 18, 2010** and expire on **November 17, 2011** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
Roy's Hauling Service
Roy Balderas, Owner
P. O. Box 1896
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it

is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Roy's Hauling Service

By:_____
Printed Name: Roy Balderas
Title: Owner

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

_____
Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
RFB NO: 2010-214-07-07-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

06/21/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

June 21, 2010

(Company's name and address)

Re: **HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4**
Request for Bids -**"PIT RUN CALICHE BASE"**
Bid No: 2010-214-07-07-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Bid No: 2010-214-07-07	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

"PIT RUN CALICHE BASE"

BID OPENING DATE: JULY 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4-PIT RUN CALICHE BASE"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-214-07-07-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4 – PIT RUN CALICHE BASE"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JULY 07, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-214-07-07-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4- PIT RUN CALICHE BASE"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4. – PIT RUN CALICHE BASE"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:
Hidalgo County Commissioner Precinct No. 4
Rumaldo Munoz, Admin. Assistant
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. Schedule of Events:

Bid Opening, 9:30 AM	**JULY 07, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;
. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2010-214-07-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

"PIT RUN CALICHE BASE"

Bid No. 2010-214-07-07-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for "**Pit Run Caliche Base**" for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:
The "Pit Run Caliche Base" should conform to the Texas Department of Transportation's (TXDOT), Standard Specifications for Construction of Highways, Streets and Bridges, 1995 Item 247, Type D material. The physical and engineering properties of the material should meet the following requirements:

A. **The Maximum Size Aggregate allowed in the base material shall be two (2) inch; as determined by Gradation Analysis using square sieves.**

B. **ATTERBERG LIMITS**
Maximum Liquid Limit.....40
Maximum Plasticity Index.....12

1. Pit Run Caliche will be on an "**As Needed Basis**" only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the low bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site** at the Bidder's Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions) the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site.

TERMS AND CONDITIONS:
1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9.) All cost 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.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

14) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

15) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion

whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 02, 2010 by 5:00 P.M.

PURCHASING DEPARTMENT
County Of Hidalgo

June 22, 2010

RE: ADDENDUM NO.1
RFB No: 2010-214-07-07-SGS
HIDALGO COUNTY PRECINCT NO. 4-"PIT RUN CALICHE BASE"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY PRECINCT NO. 4"** Request for Sealed Bids for the **"PIT RUN CALICHE BASE".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than June 25, 2010 at 5:00 p.m. via e-mail to sandy.suarez@co.hidalgo.tx.us or via fax to (956)318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 ext. 4860.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"HIDALGO COUNTY PRECINCT NO. 4-"PIT RUN CALICHE BASE"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/sgs
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
June 22, 2010

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
RFB NO.:2010-214-07-07-SGS

Bid Opening Date:
July 07, 2010

PLEASE NOTE THE FOLLOWING CHANGES:

1) EXHIBIT "A" page 2 of 5, First paragraph -**Specification/Requirements**:
   Omit entire paragraph.

2) EXHIBIT "A" page 2 of 5, paragraph A:
   Omit entire paragraph.

3) EXHIBIT "A" page 2 of 5, paragraph B:
   Omit entire paragraph.

4) Please **replace Revised Exhibit "A"** with previous existing Exhibit "A".

I, _____, acknowledge receipt of ADDENDUM No. 1 dated, JUNE 22, 2010 for RFB NO.: 2010-214-07-07-SGS- "**Hidalgo County Precinct No. 4 – PIT RUN CALICHE BASE"**

_____ _____
Print VENDOR's Name Date

NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.

EXHIBIT "A"
REVISED
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

"PIT RUN CALICHE BASE"
Bid No. 2010-214-07-07-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for "**Pit Run Caliche Base**" for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:

1. Pit Run Caliche will be on an "**As Needed Basis**" only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the low bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site** at the Bidder's Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions) the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration if material is picked up at the plant site.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

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Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

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County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

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- 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.
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- 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.

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5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 02, 2010 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2010-214-07-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche will be on an "**As Needed Basis**" only

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1			$
2			$
3			$
4			$
5			$
6			$

TERM: The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Prices will remain firm during the contract period.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity *Date*

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE with BID TABLUATION SHEET
and ADDENDUM NO. 1

EXHIBIT "B"

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2010-214-07-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche will be on an "**As Needed Basis**" only

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1	Roy's Hauling Service - Big Five Pit	4 miles North of F.M. 1925, on Big Five Road	$ 1.90
2	Roy's Hauling Service - San Manuel Pit	3 miles west of US 281 on FM 1017 to FM 3250, then 1 mile South of FM 3250 (pit located on west side)	$ 1.90
3			$
4			$
5			$
6			$

TERM: The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Prices will remain firm during the contract period.

BIDDER/COMPANY NAME: Roy's Hauling Service
ADDRESS: P.O. Box 1896
CITY/STATE/ZIP CODE: Edinburg, Texas 78540
PHONE & FAX NUMBER: Ph(956) 383-2206 Fax(956) 383-2569
E-MAIL ADDRESS: rbalde1008@aol.com
CELLULAR NUMBER: (956) 239-2359
AUTHORIZED SIGNATURE: Roy Balderas
PRINTED NAME: Roy Balderas
TITLE: Owner
DATE: July 6, 2010

OPENED
9:54 am
7-07-2010
Witnessed

(Must be submitted with Bid Packet)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: 07/07/10	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "PIT RUN CALICHE RUN "	
BID NO: 2010-214-07-07-SGS	**BUYER: SANDY SUAREZ**

BID # RFB#	NAME OF COMPANY	UNIT PRICE PER TON	TOTAL PRICE PER TON
#1	**Roy's Hauling Service**- Big Five Pit Big Five Pit -4 mi N of FM 1925 on Big Five Road.	$ 1.90	$ 1.90
	Roy's Hauling Service-San Manuel Pit 3 mi W of US 281 on FM 1017 to FM 3250, 1 mi S of FM 2350 (west side)	$ 1.90	$ 1.90
#2	**Frontera Materials**- 490 Pit 4. 5 mi W. of US 281 on 490	$2.90	$2.90

PURCHASING DEPARTMENT
County Of Hidalgo

June 22, 2010

RE: ADDENDUM NO.1
RFB No: 2010-214-07-07-SGS
HIDALGO COUNTY PRECINCT NO. 4-"PIT RUN CALICHE BASE"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY PRECINCT NO. 4"** Request for Sealed Bids for the **"PIT RUN CALICHE BASE".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice to by no later than June 25, 2010 at 5:00 p.m. via e-mail to sandy.suarez@co.hidalgo.tx.us or via fax to (956)318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 ext. 4860.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **"HIDALGO COUNTY PRECINCT NO. 4-"PIT RUN CALICHE BASE"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Roy's Hauling Service
Firm's Name

MLS/sgs
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1
June 22, 2010

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
RFB NO.:2010-214-07-07-SGS

Bid Opening Date:
July 07, 2010

PLEASE NOTE THE FOLLOWING CHANGES:

1) EXHIBIT "A" page 2 of 5, First paragraph -**Specification/Requirements**:
Omit entire paragraph.

2) EXHIBIT "A" page 2 of 5, paragraph A:
Omit entire paragraph.

3) EXHIBIT "A" page 2 of 5, paragraph B:
Omit entire paragraph.

4) Please **replace Revised Exhibit "A"** with previous existing Exhibit "A".

I, Roy Balderas, acknowledge receipt of ADDENDUM No. 1 dated, JUNE 22, 2010 for RFB NO.: 2010-214-07-07-SGS- "**Hidalgo County Precinct No. 4 – PIT RUN CALICHE BASE**"

Roy Balderas
Print VENDOR's Name

07-02-2010
Date

NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 09/07/2010

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURERS AFFORDING COVERAGE

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	L086800023	02/24/2010	02/24/2011	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001214204	07/19/2010	07/19/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000
	OTHER					

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

1985 INTL #3732 1991 INTL #7044 1998 INTL #4857 1999 INTL #6851 1999 MACK #1180
2000 INTL #7950 2000 INTL #7946 2004 INTL #7193 2004 PTRB #3206 2004 PTRB #3207
2000 MACK #1349 2000 PTRB DUMP TRUCK #3178 2000 PTRB DUMP TRUCK #3173

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

COUNTY OF HIDALGO
ATTN: LETTY
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Maribel Guerra

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

AI-22912 **20.E.2.**

Exercise 60 day grace period extension-Hauling of All Materials-Except Hot Mix

CC REGULAR

Date:	09/14/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Recommending approval to exercise the sixty (60) day grace period extension (as provided in the current agreement) for: Hauling of All Road Materials, Except for Hot Mix" with Roy's Hauling so as to have no lapse in service while procurement process is completed with effective date of grace period through November 29, 2010.

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:

Available balance as of 9-10-10:
Object code 731--> $166,931.63
Object code 346--> $ 9,925.00

On an as needed basis

Attachments

Link: Roy's Hauling

Link: 60-Day Extension Letter-Roy's Hauling Service Inc-Pct 4

Link: acknowledgement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/10/2010 03:41 PM	APRV
2	Budget & Management	Sylvia Solis	09/10/2010 03:58 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/10/2010 04:12 PM	APRV
4	Auditor's Office		09/10/2010 04:54 PM	NEW

Form Started By: Marty Salazar — Started On: 09/10/2010 01:10 PM

Final Approval Date: 09/10/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-317-09-30

THIS CONTRACT is made and entered into this 30th day of **September, 2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy Hauling Service, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services for All Road Materials (Excluding Hot-Mix)"** for **Hidalgo County Precinct No. 4** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 4**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year beginning **September 30, 2008** and ending **September 29, 2009** with the County's option to extend for an additional one (1) year period **"On an As Needed Basis"** under the same rates, terms and conditions. (Prices must remain firm during the contract term). County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All 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.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT # 4
"HAULING OF ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO: 2008-317-09-10-CGV
BID PAGE FORM

Information to Bidder:
All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Road Materials / Location of Plant:	**Total Cost Per Ton:**	**Fuel Costs Percentage Per Ton:**	**Current / Base Fuel Cost**
Crushed Caliche: Martin Marietta Materials & Frontera Materials Listed vendors are subject to be changed upon material contract expiration			
1.) 2 Miles S of Intersection FM 1017 & FM 3250 on 3250 Jericho Pinn Linn, TX	$ 5.20	75%	3.90
2.) 490 & Reavis Pit	$ 6.25	75%	4.69
Pit - Run Caliche - Roy's Hauling Listed vendors are subject to be changed upon material contract expiration			
1.) Big Five Pit: 4 Mile N. of FM 1925 on Big Five Road. 2.) San Manuel Pit: 3 Mile W. of US 281 on FM 1017 to FM 3250, then 1 Mile south on FM 3250, Pit located on West Side.	$ 3.94	75%	2.96

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO 4.

At the time of bid openings South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No. 4 is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for September 9, 2008. For each 10% (increase or decrease) in the OPIS Index of September 9, 2008 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. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the

PURCHASING DEPARTMENT
County Of Hidalgo

September 10, 2010

Roy Balderas, Owner
ROY'S HAULING SERVICE
P. O. Box 1896
Edinburg, Texas 78540

via email royshaulinginc@aol.com
via facsimile (956) 383-2569

Re: ***Sixty (60) Day Extension to Contract# E-09-427-09-22 - "Hauling Services for ALL Road Materials (Excluding Hot Mix)" - Hidalgo County Precinct #4***

Dear Mr. Balderas:

Commissioners' Court will take applicable action **(Tuesday, September 14, 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, September 30, 2010 - Expiring, November 29, 2010),** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department, 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

tember 10, 2010

Balderas, Owner
OY'S HAULING SERVICE
O. Box 1896
nburg, Texas 78540

via email
via facsimile (956) 383-2569

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Roy Balderas Jr. Date: 9-10-10

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