AI-23063 **6.D.**

Claim of Jose L. Rodriguez

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Jose L. Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/20/2010 10:26 AM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:31 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/20/2010 08:59 AM

Final Approval Date: 09/24/2010

AI-23081 **6.E.**

Claim of George Boghs

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of George Boghs

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:56 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:31 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 11:13 AM

Final Approval Date: 09/24/2010

AI-23086 **6.F.**

Claim of Maria Dolores Yanez

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Dolores Yanez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:54 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:36 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:31 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 01:05 PM

Final Approval Date: 09/24/2010

AI-23098 **6.G.**

Claim of Hector Pineda

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Hector Pineda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:47 AM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:36 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:34 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 03:00 PM

Final Approval Date: 09/24/2010

AI-23100 **6.H.**

Claim of Juan Felix Hinojosa

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Juan Felix Hinojosa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:47 AM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:36 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:34 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 03:03 PM

Final Approval Date: 09/24/2010

AI-23179 **6.I.**

Claim of Erasmo Chapa

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Erasmo Chapa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 03:54 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:38 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:43 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/23/2010 03:51 PM

Final Approval Date: 09/24/2010

AI-23194 **6.J.**

Claim of Angelica Rodriguez

CC REGULAR

Date:	09/28/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Angelica Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:16 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 04:30 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV
Form Started By: Monica Badillo			Started On: 09/24/2010 03:09 PM	
Final Approval Date: 09/24/2010				

AI-23191 **6.K.**

Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

CC REGULAR

Date:	09/28/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. 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	09/24/2010 03:05 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 04:30 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 05:01 PM	APRV

Form Started By: Monica Badillo — Started On: 09/24/2010 02:50 PM

Final Approval Date: 09/24/2010

AI-23198 **6.L.**

Cause #T-648-06-I; McAllen Armory, Inc. dba Armory Sports Shop v. Andy Rios individually and as a Hidalgo County Constable

CC REGULAR

Date: 09/28/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

Cause #T-648-06-I; McAllen Armory, Inc. dba Armory Sports Shop v. Andy Rios individually and as a Hidalgo County Constable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:32 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 04:30 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV

Form Started By: Monica Badillo — Started On: 09/24/2010 03:20 PM

Final Approval Date: 09/24/2010

AI-23064 **7.D.**

Claim of Jose L. Rodriguez

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Jose L. Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/20/2010 10:26 AM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:39 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:31 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/20/2010 09:01 AM

Final Approval Date: 09/24/2010

AI-23083 **7.E.**

Claim of George Boghs

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of George Boghs

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:56 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:39 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:31 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 11:21 AM

Final Approval Date: 09/24/2010

AI-23087 **7.F.**

Claim of Maria Dolores Yanez

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Dolores Yanez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 01:54 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:40 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:31 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 01:07 PM

Final Approval Date: 09/24/2010

AI-23099 **7.G.**

Claim of Hector Pineda

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Hector Pineda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:47 AM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:37 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:34 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 03:01 PM

Final Approval Date: 09/24/2010

AI-23101 **7.H.**

Claim of Juan Felix Hinojosa

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Juan Felix Hinojosa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:47 AM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:37 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:34 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/21/2010 03:05 PM

Final Approval Date: 09/24/2010

AI-23180 **7.I.**

Claim of Erasmo Chapa

CC REGULAR

Date:	09/28/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Erasmo Chapa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 03:54 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 01:38 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 02:43 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/23/2010 03:52 PM

Final Approval Date: 09/24/2010

AI-23195 **7.J.**

Claim of Angelica Rodriguez

CC REGULAR

Date:	09/28/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Angelica Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:16 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 04:31 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV
Form Started By: Monica Badillo			Started On: 09/24/2010 03:10 PM	
Final Approval Date: 09/24/2010				

AI-23192 **7.K.**

Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

CC REGULAR

Date:	09/28/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. 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	09/24/2010 03:05 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 04:31 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV

Form Started By: Monica Badillo — Started On: 09/24/2010 02:51 PM

Final Approval Date: 09/24/2010

AI-23199 **7.L.**

Cause #T-648-06-I; McAllen Armory, Inc. dba Armory Sports Shop v. Andy Rios individually and as a Hidalgo County Constable

CC REGULAR

Date: 09/28/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

Cause #T-648-06-I; McAllen Armory, Inc. dba Armory Sports Shop v. Andy Rios individually and as a Hidalgo County Constable

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:32 PM	APRV
2	Auditor's Office	Linda Fong	09/24/2010 04:32 PM	APRV
3	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV

Form Started By: Monica Badillo — Started On: 09/24/2010 03:20 PM

Final Approval Date: 09/24/2010

AI-23128 **10.B.**

Past due Attorney vouchers - R. Palacios

CC REGULAR

Date:	09/28/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to process payment of claims from Ricardo Palacios, Attorney at Law totaling $4,067.50 in connection with legal representation for indigent defendants (invoice period 2005 to 2006) with authority for County Treasurer to issue payment after review and auditing procedures are completed by Co. Auditor.

BACKGROUND

Attorney failed to timely bill the county - 4-year limitation period has expired.
Acct. #0-1100-412-30-115-016-0-333

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

Funds available as of 09/22/10.

Attachments

Link: bills

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 01:57 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/22/2010 02:30 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Monica Badillo — Started On: 09/22/2010 11:32 AM

Final Approval Date: 09/24/2010

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
REV. 1997)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	
CASE NUMBER(S)	CR-1467-06-I
COURT NUMBER	398th DISTRICT COURT
DEFENDANT NAME	Arnold Enrique

FEE SCHEDULE	RATE	HOURS	AMOUNT
OUT OF COURT	$40	2.00	80.00
IN COURT	$70	5.00	350.00
SUBTOTAL		7.00	430.00
INVESTIGATOR			
EXPERT WITNESS			
OTHER EXPENSES			
FEES SET BY COURT		TOTAL	430.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
5/10/2006	Prepared & filed Mtn		1.00
5/11/2006	Met w/client to discuss case		0.50
5/11/2006	Attend Arr. Hrg.	2.00	
5/11/2006	Met w/ADA to review file		0.50
5/22/2006	Attend PT Hrg.	3.00	
	As per Texas statute the 4 year limitation period has expired		
	Civil Practice and Remedies Code Chapter 16 Section 16.003 (a) (c)		
	www.statutes.legis.state.tx.us		
	TOTAL HOURS	5.00	2.00

2006 SEP 11 PM 3:30

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

CERTIFICATION

I, Ricardo Palacios, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case

ATTORNEY AT LAW (SIGNATURE)

APPROVED Ricardo Palacios Jr. PRESIDING JUDGE (SIGNATURE)

THE 9 DAY OF September A.D. 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____ COUNTY AUDITOR

Account No 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 1007)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-2898-06-I	OUT OF COURT	$40	2.50	100.00
	IN COURT	$70	3.50	245.00
COURT NUMBER		SUBTOTAL	6.00	345.00
398th DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Erik Quinonez Diaz	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	345.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
7/14/2006	Prep. & Faxed letter of Rep to client		0.25
8/24/2006	Attend Arr. Hrg.	1.50	
8/24/2006	Met w/client to discuss case		0.75
8/24/2006	Met w/ADA to review file		1.50
8/31/2006	Attend final Hrg. & Disposition	2.00	
	As per Texas ... the 1 year limitation period has expired!		
	Civil Practice & Remedies Code Chapter 16 ... 16.001 (a) (3)		
	www.statutes.legis.state.tx.us		
	TOTAL HOURS	3.50	2.50

2010 SEP 13 PM 3:50

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

CERTIFICATION

I, Ricardo Palacios, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED Rita Palacios
PRESIDING JUDGE (SIGNATURE)

THE 9 DAY OF September A.D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____, COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 1007)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION

CASE NUMBER(S)

2327
CR-~~2237~~-00-I

COURT NUMBER

398th DISTRICT COURT

DEFENDANT NAME

Juvenal Aguilar Sosa

FEE SCHEDULE

	RATE	HOURS	AMOUNT
OUT OF COURT	$40	1.00	40.00
IN COURT	$70	4.50	315.00
SUBTOTAL		5.50	355.00
INVESTIGATOR			
EXPERT WITNESS			
OTHER EXPENSES			
FEES SET BY COURT		TOTAL	355.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
7/14/2005	Attend shock Hrg.	1.00	
7/14/2005	Met w/ADA to discuss case		1.00
7/22/2005	Attend shock Hrg.	1.00	
7/28/2005	Attend shock Hrg. (Aux. A)	1.00	
8/11/2005	Attend final Hrg. & Disposition	1.50	
	As per Texas Statute the 4 year limitation period has expired		
	Civil Practice & Remedies Code Chapter 16 Section 16.004 (a)(3)		
	www.statutes.legis.state.tx.us		
		TOTAL HOURS 4.50	1.00

2010 SEP 10 PM 6:30

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS **Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503**

CERTIFICATION

I, **Ricardo Palacios**, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED Ricardo Palacios Jr.
PRESIDING JUDGE (SIGNATURE)

THE 9 DAY OF September A.D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____, COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 10/07)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05, CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-4469-05-E	OUT OF COURT	$40	1.25	50.00
	IN COURT	$70	5.00	350.00
COURT NUMBER		SUBTOTAL	6.25	400.00
275th DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Pedro Rodriguez Torres	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	400.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
1/11/2006	Attend Arr. Hrg.	1.00	
1/11/2006	Met w/client to discuss case		0.50
2/6/2006	Attend Hrg.	1.00	
2/6/2006	Met w/ADA to review file		0.75
2/21/2006	Attend Hrg.	1.50	
3/20/2006	Attend final Hrg. & Dispo.	1.50	
	TOTAL HOURS	5.00	1.25

2010 SEP 15 PM 12 CS

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

CERTIFICATION

I, Ricardo Palacios, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ PRESIDING JUDGE (SIGNATURE)

THE 9th DAY OF September A.D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____ COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV. 10/07)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-06-1097-A	OUT OF COURT	$40	1.25	50.00
	IN COURT	$70		
COURT NUMBER		SUBTOTAL	1.25	50.00
COUNTY COURT AT LAW # 1	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Jesus Omar Alvarez	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	50.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
1/18/2006	Prep.& faxed Ltr. Of Rep		0.25
1/30/2006	Prep.& filed Mtns.		1.00
1/31/2006	Another Atty. Apptd.		
	TOTAL HOURS		1.25

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

CERTIFICATION

I, Ricardo Palacios, Attorney at Law, swear or affirm to the Court and to the County Auditor that the information contained above is true and correct, and payment would not be contrary to the fee schedule adopted by the Board of Judges pursuant to Article 26.05 Code of Criminal Procedure effective September 1, 1987. I further swear or affirm that I have not received nor will receive any money or anything else of value for representing the accused, and I further affirm or swear that I have not submitted duplicate time charges for the same hours charged in any other case.

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 10 DAY OF Sept A.D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED: _____, COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV. 10/07)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-05-1369-A	OUT OF COURT	$40	1.25	50.00
	IN COURT	$70	3.50	245.00
COURT NUMBER		SUBTOTAL	4.75	295.00
COUNTY COURT AT LAW # 1	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Robert Thomas Ureste	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	295.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
3/4/2005	Attend Arr. Hearing	1.00	
4/14/2005	Attend Hrg.	0.50	
4/14/2005	Met w/client to discuss case		0.75
4/14/2005	Met w/ADA to review file		0.50
5/25/2005	Attend ST Hrg.	0.50	
6/22/2005	Attend ST Hrg.	1.00	
8/17/2005	Attend ST Hrg.	0.50	
	TOTAL HOURS	3.50	1.25

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 10 DAY OF Sept A. D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED: _____ , COUNTY AUDITOR

Account No. 1100-412-30-115-018-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 10/07)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-04-13201-A	OUT OF COURT	$40	0.50	20.00
	IN COURT	$70	2.50	175.00
COURT NUMBER		SUBTOTAL	3.00	195.00
COUNTY COURT AT LAW # 1	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Ramon Fernando Martinez Garcia	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	195.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
12/21/2005	Attend Jail case hrg.	1.00	
12/21/2005	Met w/client to discuss case		0.50
12/21/2005	Attend final Hrg. & Dispo	1.50	
	TOTAL HOURS	2.50	0.50

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

CERTIFICATION

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 19 DAY OF Sept A. D., 2010

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED: _____, COUNTY AUDITOR

Account No. 1100-412-30-115-018-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 1007)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-1509-04-F	OUT OF COURT	$40	2.00	80.00
	IN COURT	$70	3.75	262.50
COURT NUMBER		SUBTOTAL	5.75	342.50
332nd DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Jorge Delgado Salas	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	342.50

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT. HOURS
3/28/2006	Attend Revo Hrg.	1.00	
4/3/2006	Attend Revo Hrg.	1.25	
4/3/2006	Met w/client to discuss case		0.50
4/3/2006	Met w/ADA to review file		1.50
4/11/2006	Attend final Hrg.	1.50	
	(yes) As per Texas Statues the 4 Limitation period has expired.		
	Civil Practice & Remedies Code Chapter 16 Section 16.004-(a)(3)		
	www.statutes.legis.state.tx.us		
	TOTAL HOURS	3.75	2.00

2010 SEP 01 PM 3:32

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 9th DAY OF Sept. A.D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED: _____, COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 1007)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-1104-06-F	OUT OF COURT	$40	2.25	90.00
	IN COURT	$70	2.50	175.00
COURT NUMBER		SUBTOTAL	4.75	265.00
332nd DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Jorge Delgado Salas	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	265.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
4/13/2006	Prep. & filed motions		1.25
4/13/2006	Attend Arr. Hrg.	1.00	
4/13/2006	Met w/client to discuss case		0.50
4/13/2006	Met w/ADA to review file		0.50
4/13/2006	Attend final Hrg. & Disposition	1.50	
	As per Texas Statue the 4 year Limitation period has expired.		
	Civil Practice & Remedies Code Chapter 16 Section 16.004 (a)(3)		
	www.statues.legis.state.tx.us		
		TOTAL HOURS	2.50	2.25

2010 SEP 13 PM 3:32

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 9th DAY OF Sept. A. D., 2010

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____, COUNTY AUDITOR

Account No. 1100-412-30-115-018-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV. 1997)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05, CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-2239-02-F	OUT OF COURT	$40	2.00	80.00
	IN COURT	$70	3.50	245.00
COURT NUMBER		SUBTOTAL	5.50	325.00
332nd DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Guadalupe Reyes Jr.	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	325.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
7/18/2005	Attend Revo Hearing	1.50	
7/18/2005	Met w/client to discuss case		1.00
7/18/2005	Met w/ADA to Review File		1.00
7/18/2005	Attend Final Hrg. & Disposition	2.00	
	As per Texas Statute the 4 year limitation period has expired		
	Civil Practice & Remedies Code Chapter 16 Section 16.004(a)(3)		
	www.statutes.legis.state.tx.us		
	TOTAL HOURS	3.50	2.00

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

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ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ PRESIDING JUDGE (SIGNATURE)

THE 9th DAY OF Sept. A.D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____, COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV. 1997)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05, CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-1839-06-C	OUT OF COURT	$40	2.00	80.00
	IN COURT	$70	4.00	280.00
COURT NUMBER		SUBTOTAL	6.00	360.00
139th DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Gregorio Pazos Gomez	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	360.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
5/23/2006	Prepard and filed motions		0.50
5/24/2006	Attend Arr. Hrg.	0.50	
5/24/2006	Met w/client to discuss case		0.50
6/19/2006	Attend Hrg.	0.50	
6/19/2006	Met w/ADA to review file		1.00
7/17/2006	Attend Hrg.	0.50	
7/24/2006	Attend Hrg.	0.50	
8/30/2006	Attend Hrg.	0.50	
9/27/2006	Attend Hrg.	0.50	
10/10/2006	Attend Hrg.	1.00	
	TOTAL HOURS	4.00	2.00

2010 SEP 15 PM 2:53

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____
PRESIDING JUDGE (SIGNATURE)

THE 13th DAY OF September A.D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED: _____, COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV. 10/07)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05, CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-2037-05-C	OUT OF COURT	$40	4.25	170.00
	IN COURT	$70	4.00	280.00
COURT NUMBER		SUBTOTAL	8.25	450.00
139th DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Leonel Aron Arevalo	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	450.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
6/30/2005	Attend Arg. Hrg.	2.00	
6/30/2005	Met w/client to discuss case		1.50
6/30/2005	Met w/ADA Reviewed file		1.75
7/5/2005	Prepared and filed Mtns.		1.00
7/11/2005	Attend PT Hrg. Plea	2.00	
	TOTAL HOURS	4.00	4.25

2010 SEP 15 PM 2:35

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

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ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ PRESIDING JUDGE (SIGNATURE) THE 13th DAY OF September A.D., 2016

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED _____ COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

COUNTY AUDITOR'S FORM
HIDALGO COUNTY, TEXAS
(REV 10/07)

ATTORNEY FEES EXPENSE CLAIM FORM

UNDER ARTICLE 26.05. CODE OF CRIMINAL PROCEDURE AS AMENDED

CASE INFORMATION	FEE SCHEDULE			
CASE NUMBER(S)		RATE	HOURS	AMOUNT
CR-0579-06-C	OUT OF COURT	$40	2.00	80.00
	IN COURT	$70	2.50	175.00
COURT NUMBER		SUBTOTAL	4.50	255.00
139th DISTRICT COURT	INVESTIGATOR			
DEFENDANT NAME	EXPERT WITNESS			
Raul Rodriguez Diaz	OTHER EXPENSES			
	FEES SET BY COURT		TOTAL	255.00

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF CT HOURS
3/10/2006	Prep. & Filed motions		1.00
3/14/2006	Attend Arr. Hrg.	1.00	
3/14/2006	Met w/client to discuss case		0.50
3/14/2006	Met w/ADA to review file		0.50
3/14/2006	Attend final Hrg. & Disposition	1.50	
	TOTAL HOURS	2.50	2.00

2010 SEP 15 PM 3:35

PERSONAL INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
324019	956-618-0115	24010990

MAILING ADDRESS: Gonzalez Palacios, LLP 1317 E Quebec Ave. McAllen TX 78503

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ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ PRESIDING JUDGE (SIGNATURE)

THE 13th DAY OF September A. D., 20 10

FOR USE OF AUDITOR'S OFFICE ONLY

APPROVED: _____ . COUNTY AUDITOR

Account No. 1100-412-30-115-016-0-333

AI-23196 **10.C.**

creation of position - Environmental Compliance Coordinator

CC REGULAR

Date:	09/28/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Executive Office (1100):
1. Approval to create one (1) full-time Environmental Compliance Specialist position, slot no. 005, budgeted salary $76,331.00.
2. Approval of interdepartmental transfer.
3. Approval of salary schedule.

BACKGROUND

job desc. currently being prepared

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds for proposed position and related fringe benefit expenditures, available as of 09/24/10.

Attachments

Link: LIT

Link: SALARY SCHEDULE

Link: FISCAL NOTE

Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:52 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/24/2010 05:01 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Monica Badillo — Started On: 09/24/2010 03:12 PM

Final Approval Date: 09/24/2010

DATE: September 24, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Executive Office

ACCOUNT NUMBER: 0-1100-41X-00-1X5-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(24,467.94)
TO			
0- 1100-413-00-125-001-0- 113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	20,179.46
0- 1100-413-00-125-001-0- 211	EXECUTIVE OFFICE -	HEALTH INSURANCE	715.63
0- 1100-413-00-125-001-0- 212	EXECUTIVE OFFICE -	LIFE INSURANCE	7.14
0- 1100-413-00-125-001-0- 220	EXECUTIVE OFFICE -	FICA	1,543.73
0- 1100-413-00-125-001-0- 230	EXECUTIVE OFFICE -	RETIREMENT	1,921.08
0- 1100-413-00-125-001-0- 250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	100.90
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund the creation of one (1) Environmental Compliance Corrdinator full-time position, slot no. 0005.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-413-00-125-001-0-

AI - 23196

EXECUTIVE OFFICE

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING: ↓														
0005	**113**	**ENVIRONMENTAL COMPLIANCE COORDINATOR**	**0.00**	**76,331.00**	**76,331.00**	**0**	**0.00**	**0.00**	**76,331.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			0.00	76,331.00	76,331.00		0.00	0.00	76,331.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Approval to create one (1) full-time Environmental Compliance Coordinator position, slot no. 005, Budgeted Salary $76,331.00.
Personnel action 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 28, 2010 **Agenda Item:** 23196

Summary of request/proposal:
Executive Office (1100):
Approval to create one (1) Environmental Compliance Coordinator full-time position, slot no. 0005, budgeted salary $76,331.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Environmental Compliance Coordinator	0005	113	0.00	76,331.00	76,331.00
				0.00	76,331.00	76,331.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0- 1100-413-00-125-001-0-	113	EXECUTIVE OFFICE -	REG F/T EMPLOYEES	$20,179.46
0- 1100-413-00-125-001-0-	211	EXECUTIVE OFFICE -	HEALTH INSURANCE	$715.63
0- 1100-413-00-125-001-0-	212	EXECUTIVE OFFICE -	LIFE INSURANCE	$7.14
0- 1100-413-00-125-001-0-	220	EXECUTIVE OFFICE -	FICA	$1,543.73
0- 1100-413-00-125-001-0-	230	EXECUTIVE OFFICE -	RETIREMENT	$1,921.08
0- 1100-413-00-125-001-0-	250	EXECUTIVE OFFICE -	UNEMPLOYMENT COMP	$100.90
0- 1100-413-00-125-001-0-	260	EXECUTIVE OFFICE -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$24,467.94

2011 Budgetary Impact: $92,552.65

Possible Funding Sources: **Co. Wide Adm. - Contingency**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Executive Office (125-001) DATE: 09/24/10

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

REQUESTED POSITION TITLE: Environmental Compliance Coordinator

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) $ 76,331.00 (Proposed Budgeted Salary) $ 76,331.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other 0-1100-415-00-115-002-0-899

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	☒	Non-Exempt	☒
N/A	☐		

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

REQUESTING OF POSITION FOR COMPLIANCE OF MS4 PROJECT & MONITORING IN CONJUNCTION WITH TCEQ.

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	9/24/10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/27/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-23151 **11.A.**

Appointment of Deputy Constable
CC REGULAR

Date:	09/28/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precint No. 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #2:
Appointment of Fernando Gaitan as Deputy Constable by Constable Jesus Gilberto Alaniz in accordance with Texas Local Government Code 86.011.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:
NO BUDGETARY IMPACT.

Attachments

Link: lgc 86.011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:12 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/22/2010 04:25 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Rosie Cantu Started On: 09/22/2010 03:39 PM

Final Approval Date: 09/24/2010

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

amount of the bond is recovered.

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

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

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

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

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

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

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

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

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

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

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

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

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

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

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

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

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

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

SUBCHAPTER B. DEPUTIES

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

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

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

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

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

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

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

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

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

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

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

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

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

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

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

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

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

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

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

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

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

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

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

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

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

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

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

AI-22940 **12.A.**

Proclamation - Mujeres Unidas

CC REGULAR

Date:	09/28/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Nelda Hernandez
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Proclamation proclaiming the month of October 2010 as "Domestic Violence Awareness" Month in Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Link: email

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/13/2010 01:55 PM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 11:30 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW
Form Started By: Monica Badillo			Started On: 09/13/2010 11:38 AM	
Final Approval Date: 09/24/2010				

Monica Badillo

From: Nelda Hernandez [nhernandezfjc@yahoo.com]
Sent: Friday, September 03, 2010 3:31 PM
To: monica.badillo@co.hidalgo.tx.us
Subject: Proclamation
Follow Up Flag: Follow up
Flag Status: Red
Attachments: Proclamation County of Hidalgo.doc

Good afternoon Ms. Badillo,

On behalf of Mujeres Unidas / Women Together, I would like to request the proclamation of October 2010 as "Domestic Violence Awareness Month" in Hidalgo County (sample proclamation attached).

If possible, we would like to have the proclamation presented at your September 28th Commissioners Meeting.

Please let me know if you have any questions and thank you for your kind attention to this request.

Nelda Hernandez
Administrative Assistant
Mujeres Unidas
511 N. Cynthia
McAllen, Texas 78501
Office: 956-630-4878
Fax: 956-687-4715

STATE OF TEXAS
COUNTY OF HIDALGO

PROCLAMATION

WHEREAS, home should be a place of warmth, unconditional love, tranquility, security and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, these are blessings that are tarnished by violence and fear; and

WHEREAS, domestic violence is more than just the occasional family dispute - almost three women are killed by their husbands or boyfriends in this state every week; and

WHEREAS, women are not the only targets-children and the elderly are also counted among victims, and sadly, emotional scars are often permanent; and

WHEREAS, a coalition of organizations has emerged to directly confront the crisis. Law Enforcement Officials, those involved with shelters and hotline services, healthcare providers, the clergy and other concerned citizens, are helping in the efforts to end domestic violence; and

WHEREAS, the County of Hidalgo would like to commend the numerous volunteers and professionals, and join in the efforts to increase public understanding of this important problem;

NOW THEREFORE, I, Rene Ramirez, County Judge of the County of Hidalgo, State of Texas, by virtue of the authority vested in me and on behalf of the County Commissioners' Court, do hereby proclaim the month of October, *2010*

"Domestic Violence Awareness Month"

In Witness Whereof, I have hereunto set my hand and caused the seal of the County of Hidalgo to be affixed this 28th day of September, 2010.

ATTEST:

_____
Rene Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

AI-23181 **12.B.**

Reimbursement Request Art. 104.001 & 104.002 CCP

CC REGULAR

Date:	09/28/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of request for reimbursement of expenses for the Rubio Trial transferred from Cameron County, incurred under Article 104.001 and 104.002 of Texas Code of Criminal Procedures with authority for County Judge to submit request as prescribed.

BACKGROUND

Food expenses not included in previous invoices.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reimbursement to Hidalgo County from Cameron County for Rubio Trial expenses.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 08:28 AM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 10:13 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Erika Reyna — Started On: 09/23/2010 05:01 PM

Final Approval Date: 09/24/2010

HIDALGO COUNTY

100 E Cano
Edinburg, TX 78539
Phone (956) 318-2600
Fax (956) 318-2699

INVOICE

INVOICE #03-CR-457-B-005
DATE: SEPTEMBER 27, 2010

TO:
Honorable Carlos H. Cascos
Cameron County Judge
964 E Harrison Street
Brownsville, TX 78520
(956) 544-0830

FOR:
John Allen Rubio Trial Expenses

SEND PAYMENT TO:
Honorable Norma Garcia
Hidalgo County Treasurer
2810 S Business Hwy 281
Edinburg, TX 78539

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Food for Jurors (04/27/10)		104.97
	Food for Jurors (04/27/10)		85.98
	Food for Jurors (05/18/10)		98.22
	Food for Jurors (05/18/10)		85.98
	Food for Jurors (07/21/10)		128.97
	Food for Jurors (07/26/10)		123.73
	Food for Jurors (07/28/10)		68.62
	Food for Jurors (07/29/10)		126.98
		TOTAL	**$ 823.45**

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

_____

Rene A. Ramirez
Hidalgo County Judge

Make all checks payable to Hidalgo County
Payment is due within 30 days

AI-23104 **13.A.**

2011 Sheriff/Constable Fee Schedule

CC REGULAR

Date:	09/28/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2011.

BACKGROUND

We are requesting approval of the 2011 Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2011, and are to be charged for service or two (2) attempt of service.

Proposed changes to the current fee schedule were based on recommendations by the offices of Constable Guerra and Constable Gallardo.

Note: As per Local Government Code 118.131, fees are required to be approved/adopted by Commissioners' Court on or before October 01, 2010.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Approval of fee schedule.

Attachments

Link: Fee Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/22/2010 11:34 AM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 01:50 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/24/2010 08:30 AM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Emilia Uriegas — Started On: 09/21/2010 03:37 PM

Final Approval Date: 09/24/2010

COUNTY OF HIDALGO
FEE SCHEDULE--SHERIFF AND CONSTABLES

	COUNTY AND DISTRICT COURTS	2010 RATES	PROPOSED 2011 RATES	APPROVED 2011 RATES
1	CITATION	60.00		
2	CITATION BY CERTIFIED MAIL	60.00		
3	CITATION BY POSTING	50.00		
4	CITATION BY PUBLICATION	50.00		
	CITATION--PERSONAL SERVICE		70.00	
	CITATION--ALL OTHER METHODS		70.00	
5	WRIT OF SCIRE FACIAS	200.00	200.00	
6	DISTRESS WARRANT	75.00	100.00	
7	FORCIBLE ENTRY AND DETAINER (FED CITATION)	60.00	70.00	
8	INJUNCTION	60.00	70.00	
9	NOTICE	60.00	70.00	
10	NOTICE BY PUBLICATION	50.00	70.00	
11	NOTICE OF TRUSTEE SALE	30.00	50.00	
12	NOTICE TO TAKE DEPOSITION	60.00	70.00	
13	ORDER	60.00	70.00	
14	ORDER OF SALE	200.00	200.00	
15	PRECEPTS	60.00	70.00	
16	SUBPOENA--CIVIL	60.00	70.00	
17	SUMMONS	60.00	70.00	
18	TAX WARRANT	200.00	200.00	
19	TEMPORARY PROTECTIVE ORDER (NOTE: IF FILED UNDER FAMILY LAW CHAPTER 71, NO FEE)	70.00	70.00	
20	TEMPORARY RESTRAINING ORDER	70.00	100.00	
21	WRIT OF ATTACHMENT--PERSON	80.00	80.00	
22	WRIT OF ATTACHMENT--PROPERTY	200.00	200.00	
23	WRIT OF EXECUTION	200.00	200.00	
24	WRIT OF GARNISHMENT	70.00	80.00	
25	WRIT OF HABEAS CORPUS	70.00	70.00	
26	WRIT OF POSSESSION	200.00	200.00	
27	WRIT OF SEQUESTRATION	200.00	200.00	
28	LEVY	20.00	20.00	
29	DEEDS	25.00	25.00	
30	NOTICE OF SALE	50.00	50.00	
31	LEVY, DEED, AND NOTICE PACKAGE	70.00	70.00	
32	WRIT OF RESTORATION	200.00	200.00	
33	WRIT OF REENTRY	200.00	200.00	
	AFFIDAVIT OF SERVICE		30.00	

NOTE: AFTER TWO (2) UNSUCCESSFUL ATTEMPTS OF SERVICE, THE FEE AMOUNT FOR THE SERVICE OF PROCESS IS TO BE COLLECTED.

REVIEWED, APPROVED, AND ADOPTED BY THE HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 28, 2010. SUPERSEDES PREVIOUS COURT ORDER REGARDING THESE FEES AND WILL GO INTO EFFECT ON JANUARY 01, 2011.

AI-23131 **13.B.**

OCDETF Grant (1284) - SW-TXS-0740H

CC REGULAR

Date:	09/28/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of the Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDETF Grant award in the amount of $49,840.00.

BACKGROUND

The grant period is 10/01/10 to 09/30/11.

Grant budget includes leasing of vehicle, purchase of equipment, supplies, and training.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-037-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $49,840.00 for the Organized Crime Drug Enforcement Task Force Grant. Grant period is from 10/1/10 to 9/30/11.

Revenue account# 0-1284-331-10-280-037-1-000 Organized Crime Drug Enforcement Task Force Grant.

No local cash match is required.

Attachments

Link: budget final

Link: OCDETF Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Anacleto Martinez	Anacleto Martinez	09/22/2010 01:20 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 01:51 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/24/2010 01:55 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Emilia Uriegas

Started On: 09/22/2010 12:12 PM

Final Approval Date: 09/24/2010

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement

FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: 74-6000717 DC #: _____

Amount Requested

$ 49,840.00

From: October 1, 2010
Beginning Date of Agreement

To: September 30, 2011
Ending Date of Agreement

Strike Force/Strategic Initiative Name and Address:
Drug Enforcement Administration/McAllen DO
OCDETF Strike Force Group D-81
1200 N. Commerce Center, McAllen, Tx 78501

Sponsoring Federal Agency (Strike Force only): ____

Lead Investigator: GS Rudy Maldonado

Telephone Number: 956/992-8427

Email Address: rudy.maldonado@usdojgov

OCDETF Investigation/Strategic Initiative #:
SW-TXS-0740H

Federal Agency Investigation #:
M5-09-0122

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

State or Local Agency
Narcotics Supervisor: Sheriff Guadalupe Trevino

Telephone Number: 956/383-8114

E-mail Address: sheriff.trevino@hidalgoso.org

Fax Number: 956/3936179

Brief explanation of services/goods provided and basis for determining costs:
Leased vehicles, computer equipment, technical surveillance equipment, office supplies, training, travel are needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen DO Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and Enterprise Rental Company, San Antonio, Texas. Other costs were based on current government pricing quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Cynthia Careaga, Grant Accoutant
Telephone Number: 956/318-2511 Ext. 4677
E-mail Address: cynthia.careaga@auditor.co.hidalgo.tx
Fax Number: 956/318-2577

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.

2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2010.

3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.

4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.

5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Leader or AUSA Coordinator to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

7. The Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.

8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) and the OCDETF Executive Office.

9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.

12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

14. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.

15. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

16. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

17. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement.

18. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

19. The state or local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. Electronic Funds Transfer Process

a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator and the state or local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: Guadalupe "Lupe" Trevino — Sheriff — 9-20-10
Authorized State or Local Official — *Title* — *Date*

Approved By: Paul K. Craine, ASAC — ASAC — 9-21-10
Strike Force Leader (SF /AUSA Coordinator (SI) Title — *Date*

Funds are encumbered for the costs specified above, **subject to the availability of funds**.

Funds Certified: _____
OCDETF Executive Office — *Date*

Approving Official: _____
OCDETF Executive Office — *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: McAllen District Office Strike Force
OCDETF Investigation/Strategic Initiative Number: SW-TXS-0740H

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	DESCRIPTION	AMOUNT
1.	Leased Vehicle	$12,200.00
2.	Computer Equipment	$10,650.00
3.	Technical Surveillance Equipment	$5,140.00
4.	Office Supplies	$4,890.00
5.	Tactical Gear	$1,960.00
6.	Training	$15,000.00
7.	TOTAL	$49,840.00
8.		
9.		
10.		
11.		
12.		
13.		

OCDETF STRIKE FORCE McAllen District Office

ADDENDUM A

COST JUSTIFICATION:

The McAllen District Office Strike Force is requesting the following items which will be utilized by the McAllen DO Strike Force. (FY 2011)

LEASED VEHICLES

Leased Vehicle ($9,200.00)

Gas for Leased Vehicle ($3,000.00)

Total: $12,200.00

COMPUTER EQUIPMENT

1 HP Laser Jet CP4525 Printer: Color printer needed to print color photos for CS Files, Case Files, U.S. Attorney's Office, Operational Plans and surveillance teams. ($1,500.00)

2 HP Scanjet N7710 Document Sheet Feed Scanners. ($2000.00)

2 HP DC7800 Business Desktop Convertible Minitower: The computers will be utilized by Strike Force (D81) and Intel (I81). (See Attachment – Specifications) ($2,400.00)

2 Avocent Switch View 4-Port Secure KVM Switch – To be used by Intelligence analysts assigned to the D81 Strike Force for computer networking. ($ 800.00)

2 Avocent Swith View KVM Cable Kit 6ft. ($50.00)

2 Dell XPS M1330 Laptop Computers: To be used by Strike Force Agents. ($3900.00)

Total: $10,650.00

TECHNICAL SURVEILLANCE EQUIPMENT

3 Digital Cameras– Canon PowerShot 14.1 Megapixel ($700.00)

5 Whelen Flatlighter Visor Strobe ($750.00)

4 TomTom – XL340S GPS ($680.00)

2 Micro X-Pen Slim Shot – ($400.00)

2 X-Glasses Clear View Camcorder – ($800.00)

2 X-Watch DVR Spy Cam Covert Camcorder – ($500.00)

3 Key Cam X-9 Key Fab Covert Camcorder ($390.00)

2 Diasonic Technology Digital Audio Recorder ($600.00)

2 62 Hour Digital Pen Audio Recorder w/ MP 3 player ($320.00)

Total: $5,140.00

OFFICE SUPPLY

HP72 Printer/Plotter Printing Supplies. ($500.00)

HP91 Printer/Plotter Printing Supplies ($1,750.00)

HP Laser Jet C4092A Print Cartridge ($140.00)

2 Rolls HP Universal Coated Paper 42 in. x 150 ft. ($410.00)

HP Color Laser Jet 4525 Printing Supplies for printer bought last year. ($2,000.00)

6 ScanDisk 4G SD Flash Cards ($90.00)

Total: $4,890.00

TACTICAL GEAR

4	Radians Pro-Amp Electronic Muffs ($320.00) To be utilized by Strike Force members during firearms training
4	Nikon Monarch ATB Binoculars ($1200.00)
4	Streamlite Stinger LED Flashlights ($440.00)

Total: $ 1,960.00

TRAINING

Reid Technique of Interviewing and Interrogation School – 3 Day Seminar $15,000.00

Total: $ 15,000.00

BALANCES

Leased Vehicles	$ 12,200.00
Computer Equipment	10,650.00
Technical Surveillance Equipment	5,140.00
Office Supplies	4,890.00
Tactical Gear	1,960.00
Training	15,000.00
TOTAL	**$49,840.00**

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on agreement cover sheet)

Name: Hidalgo County Sheriff's Office	
Address: 100 East Cano, 3rd Floor, Edinburg, Texas	
Taxpayer ID Number: 746000717	
Contact Person Name: Norma G. Garcia	Telephone Number: 956/318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: First National Bank
Nine-Digit ABA Routing Transit Number: 114921415
Depositor Account Number: 14009463
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by EFT. A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: September 23, 2010

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDETF

ACCOUNT NUMBER: 0-1284-421-00-280-037-1-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-037-1-442	Rental of Equipment and Vehicle	9,200.00
0-1284-421-00-280-037-1-584	Registration Fees	15,000.00
0-1284-421-00-280-037-1-601	Office & Computer Supplies	5,640.00
0-1284-421-00-280-037-1-611	Police Supplies	3,330.00
0-1284-421-00-280-037-1-613	Safety Supplies	440.00
0-1284-421-00-280-037-1-619	Other Miscellaneous Supplies	2,630.00
0-1284-421-00-280-037-1-626	Gasoline	3,000.00
0-1284-421-00-280-037-1-665	Minor Computer Equipment	2,800.00
0-1284-421-00-280-037-1-745	Computer Equipment	7,800.00
	TOTAL APPROPRIATIONS	49,840.00
0-1284-331-10-280-037-1-000	Organized Crime Drug Enforcement Task Forces	49,840.00
	TOTAL REVENUES	49,840.00

REASON: **To appropriate budget for the Organized Crime Drug Enforcement Task Forces (OCDETF) Grant award.**

Grant Period: 10/01/10 to 09/30/11 **OCDETF Investigation Number SW-TXS-0740H**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23130 **13.C.**

OCDETF Overtime Grant (1284) SW-TXS-0740H

CC REGULAR

Date:	09/28/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Office OCDETF- (1284):
1. Approval of overtime program agreement between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office.
2. Approval of Certification of Revenues as certified by the County Auditors for the OCDETF agreement.
3. Approval to appropriate overtime funding of $14,000.00 (in reference to Investigation Number SW-TXS-0740H).

BACKGROUND

Funding is for the period of 10/01/10 to 09/30/11.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-064-1-131

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $14,000.00 for Organized Crime Drug Enforcement Task Force (OCDETF) - SW-TXS-0740H. Funding is for period of 10/1/10 to 9/30/11.
Revenue account# 0-1284-331-10-280-064-1-000 - OCDETF

Expenses relating to the fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account No. 0-1100-421-00-280-001-0-XXX).

Attachments

Link: OCDETF O-T FINAL

Link: Budget Amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/22/2010 01:20 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 01:51 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/24/2010 02:27 PM	APRV

4	Rosalinda Cantu	Rosie Cantu	09/24/2010 03:17 PM	APRV
5	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Emilia Uriegas Started On: 09/22/2010 11:51 AM

Final Approval Date: 09/24/2010

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: **74-6000717** DC#: _____

Amount Requested:

$ 14,000.00

Number of Officers Listed: **1**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0740H**

Federal Agency Investigation Number: **M5-09-0122**

From: **October 1, 2010**
Beginning Date of Agreement

To: **September 30, 2011**
Ending Date of Agreement

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

State or Local Agency Narcotics Supervisor: **Sheriff Guadalupe Trevino**
Telephone Number: **956/383-8114**
E-mail Address: **Sheriff.trevino@hidalgoso.org**
Fax Number: **956/393-6179**

Sponsoring Federal Agency Group/Squad Supervisor: **GS Rudy Maldonado**
Telephone Number: **956/992-8427**
E-mail Address: **Rudy.maldonado@usdoj.gov**

Sponsoring Federal Agency(ies):
Drug Enforcement Administration/McAllen, Texas District Office

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: _Cynthia Careaga, Grant Accountant_____

Telephone Number: _956/318-2511 Ext.4677_____

E-mail Address: __cynthia.careaga@auditor.co.hidalgo.tx.us

Fax Number:_956/318-2577_____

This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, October, 2010.

2. No individual agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF budget officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local law enforcement agency must provide billing estimates or activity on a monthly basis.

6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this agreement.

11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. Reimbursement will not be authorized without sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, in any event, may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.

17. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

19. The State or Local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the addendum of each new agreement.

22. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal agency and the State or Local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: **Guadalupe "Lupe" Trevino** Sheriff 9-20-10
Authorized State or Local Official *Title* *Date*

Approved By: **Will R. Glaspy, ASAC** 9.22-10
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Coordinator *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **Hidalgo County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0740H**

The law enforcement officers listed below will assist with the above identified OCDETF investigation or Strategic Initiative. Any modification of the list of law enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	Jorge E. Alvarez	**Senior Deputy 1**	07-09-1968
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name: Hidalgo County Sheriff's Office
Address: 100 E. Cano, 3rd Floor, Edinburg, Texas 78539
Taxpayer ID Number: 746000717
Contact Person Name: Norma G. Garcia Telephone Number: 956/318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: First National Bank
Nine-Digit ABA Routing Transit Number: 114921415
Depositor Account Number:14009463
Type of Account: (checking/savings)Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: **September 22, 2010**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **OCDETF Overtime**

ACCOUNT NUMBER: **0-1284-421-00-280-064-1-131**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-064-1-131	Overtime Pay	14,000.00

	TOTAL APPROPRIATIONS	**14,000.00**
0-1284-331-10-280-064-1-000	**Organized Crime Drug Enforcement Task Forces**	**14,000.00**
	TOTAL REVENUES	**14,000.00**

REASON: **To appropriate budget for overtime hours for officer assigned to OCDETF investigations (Number SW-TXS-0740H).**

Funding period is October 01, 2010 to September 30, 2011.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #0-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-23193 **14.A.**

DC Records Archive

CC REGULAR

Date:	09/28/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Clerk

Information

CAPTION

1. Public Hearing regarding the District Clerk's Annual Plan for the Preservation and Restoration of the District Court Records Archive as required by Section 51.305 of the Texas Government Code;

2. Approval/acceptance of District Clerk's Annual Plan for the Preservation and Restoration of the District Court Records Archive as required by Section 51.305 of the Texas Government Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact at this time.

District Clerk - Records Archives & Preserv Revenue Acct
0-1100-341-10-090-015-0-000

Attachments

Link: DC Records Archive Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:15 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/24/2010 04:39 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Sergio Cruz — Started On: 09/24/2010 03:09 PM

Final Approval Date: 09/24/2010

Hidalgo County District Clerk's Office
Office of Laura Hinojosa



Preservation and Restoration of the District Court Records Archive
Government Code § 51.305

Background

The purpose of this document is to provide a plan for the deterioration, restoration and preservation, digital capture, storage, retention and management of archived court documents accepted for filing or maintenance within the District Clerk's office. Government Code § 51.305 define the above mentioned as followed:

- Court document – means any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.
- Deterioration - means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a court document.
- Preservation - means any process that:
    - suspends or reduces the deterioration of a court document; or
    - provides public access to a court document in a manner that reduces the risk of deterioration.
- Restoration - means any process that permits the visual enhancement of a court document, including making the document more legible.

Many offices are moving records to a digital format to relieve storage problems as well as maintaining a form of digital preservation. In order to comply with retention and preservation statutes and State Library rules (see Bulletin B at http://www.tsl.state.tx.us/slrm/recordspubs/lgbullb.html), digital images must be maintained permanently and a plan in place to secure the future transition of digitized records to new media which will allow access to these records.

The State Library suggests a department head make a plan for future retention of the court records and have the appropriate person/body sign off on a guarantee the funding will be in place to upgrade the ability to retrieve permanent records. However, a commissioner's court is powerless to obligate a future court to any expenditure. Therefore, this dedicated fund will insure the funds are available to do the necessary preservation, restoration, and conversion work to preserve and restore archived records and this new legislation was designed to target archived records.

Purpose

Government Code § 51.305 (Texas Senate Bill 1685) creates a dedicated district court **records technology fund** and authorizes district clerks to collect an additional fee not to exceed $5 per filing. The bill provides these funds be used only for the preservation and restoration of the district court records archive. The bill authorizes the district courts to effectively preserve and efficiently retrieve the large amount of legal documents required to be preserved.

This bill authorizes the commissioner's court to adopt a records archive fee for deposit in the District Court Records Technology Fund as part of the county's annual budget. Government Code § 51.305 has been implemented and the county will experience a revenue gain. This additional revenue will be dedicated to helping district clerk's focus on preserving records.

The effective date of this Act is June 19, 2009 and expires upon completion of the projects necessary to preserve and digitize the district court records (if possible).

Introduction

Since the inception of the District Clerk Office to the end of the previous administration, records were never preserved or imaged or destroyed as per Texas State Library and Archive Rules. As part of our strategic plan, our efforts with funds from Government Code § 51.305 shall be utilized for the overall goal of the imaging, archiving, and preservation of all cases in the possession of the District Clerk's Office. Moreover, with the collaboration of the courts, our goal would be to transition to a paperless system.

Process

As part of our policy and procedure, we would require all new cases be scanned at their respective court. To accomplish this goal, we plan to purchase scanners for every court so the clerk of the respective court is able to scan cases in real time. A portion of the plan is to hire scanning clerks and to purchase additional scanners to have scanning clerks work on cases from previous years. The procedure would be as follows:

- Active case documents are scanned into Ableterm/Odyssey Case Management System for Record Storage and retrieval convenience.
- Request old files from storage
- Once received, we would have these files placed in our scanning room/area
- All scanning clerks would verify if an event is placed in Ableterm/Odyssey Case Management System for Record Storage for files to be scanned
- Once scanned, the file is returned to our storage facility and placed indexed by case number.
- All cases which satisfy rules designated under Texas State Library and Archive Rules and adhere to office retention policies will be destroyed.
- The exception to destruction as per Texas State Library and Archive Rules are criminal judgments or docket sheets upon which defendant's finger prints have been placed. They remain as a permanent paper document.

Goal

Our primary focus for the utilization of these funds is a District Clerk Office Records Warehouse. Currently, all files are retained with a third party vendor and cost to the county is relatively high. With these funds and other related funds, we plan to purchase a warehouse facility, personnel, equipment, and supplies so we can maintain compliance with Texas State Library and Archive Rules. In addition, funds from Government Code § 51.305 would be used for future development of the archival process.

Another objective is to reproduce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office, through this plan, would also restore aged hand-written records, suspending their deterioration as well as improving public access.

To complete our efforts toward electronic storage of all case files, we foresee maintaining disposed cases in our storage facility for a short period of time and using computers to access all records.

With less cost to the county, we may continue this ongoing process by using the archive fee to cover the cost of scanning paper source documents. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

Because this is a relatively new process to our office, the preliminary annual cost of continuing this ongoing project would be high. In the years following, cost would steadily decrease and could ultimately stay at a sustainable rate. Additional funds are available in other county records preservation funds which are being increased monthly from fees collected by all fee officers on court cases.

Expenditures include but are not limited to:

- All necessary computer hardware and peripherals,
- Computer software,
- Computer and peripheral repair as well as technical support
- Service Provider and other outsourcing services.
- Relevant staff salary
- Data storage supplies
- Travel expenses to and from a service provider to deliver and pickup case documents, if necessary.

S.B. No. 1685

AN ACT

relating to the creation of a district court records technology fund.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter D, Chapter 51, Government Code, is amended by adding Section 51.305 to read as follows:

Sec. 51.305. DISTRICT COURT RECORDS TECHNOLOGY FUND. (a) In this section:

(1) "Court document" means any instrument, document, paper, or other record that the district clerk is authorized to accept for filing or maintenance.

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

(3) "Preservation" means any process that:

(A) suspends or reduces the deterioration of a court document; or

(B) provides public access to a court document in a manner that reduces the risk of deterioration.

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

(b) The commissioners court of a county may adopt a district court records archive fee of not more than $5 for the filing of a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, in a district court in the county 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 and must be approved in a public meeting. The fee is for preservation and restoration services performed in connection with maintaining a district court records archive.

(c) The county treasurer, or the official who discharges the duties commonly delegated to the county treasurer, in a county that adopts a fee under Subsection (b) shall establish a district court records technology fund in the general fund of the county for deposit of fees paid under Section 51.317(f).

(d) Subject to Subsection (f), money generated from the fee imposed under this section may be expended only for the preservation and restoration of the district court records archive.

(e) The district clerk shall designate the court documents that are part of the records archive for purposes of this section. The designation of court documents by the district clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The district clerk in a county that adopts a fee under this section shall prepare an annual written plan for the preservation and restoration of the district court records archive. The plan may include a proposal for entering into a contract with another person for preservation and restoration services. 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. Money in the district court records technology fund may be expended only as provided by the plan. All expenditures from the records technology fund must comply with Subchapter C, Chapter 262, Local Government Code.

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

(h) Money remaining from the collection of fees imposed under this section after completion of a district court records archive preservation and restoration project may be expended for records management and preservation purposes in the manner provided by Section 51.317(d). The commissioners court of a county may not impose a fee under this section after the district court records archive preservation and restoration project is complete.

SECTION 2. Section 51.317, Government Code, is amended by amending Subsection (b) and adding Subsections (b-2) and (f) to read as follows:

(b) The fees are:

(1) except as provided by Subsection (b-1), for filing a suit, including an appeal from an inferior court, $50;

(2) for filing a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, $15;

(3) for issuing a citation or other writ or process not otherwise provided for, including one copy, when requested at the time a suit or action is filed, $8;

(4) for records management and preservation, $10; and

(5) in addition to the other fees imposed under this section, for filing a suit, including an appeal from an inferior court, or a cross-action, counterclaim, intervention, contempt action, motion for new trial, or third-party petition, the amount adopted by the county commissioners court, not to exceed $5, for court records archiving.

(b-2) The fee imposed under Subsection (b)(5) does not apply to a filing by a state agency.

(f) The district clerk, after collecting a fee under Subsection (b)(5), shall pay the fee to the county treasurer, or to an official who discharges the duties commonly delegated to the county treasurer, for deposit to the district court records technology fund established under Section 51.305.

SECTION 3. Subchapter D, Chapter 101, Government Code, is amended by adding Section 101.06116 to read as follows:

Sec. 101.06116. ADDITIONAL DISTRICT COURT FEES: GOVERNMENT CODE. The clerk of a district court shall collect a district court records archive fee of not more than $5 under Section 51.317(b)(5), if adopted by the county commissioners court.

SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2009**

****Passed each house by more than a two-thirds majority and signed by the governor June 19, 2009 (effective date).**

AI-23097 **15.A.**

Approval of Inter-Local Cooperation Agreement For Tax Assessment and Collection

CC REGULAR

Date:	09/28/2010
Submitted By:	Neida Chavana, TAX OFFICE
Submitted For:	Armando Barrera Jr, RTA
Department:	TAX OFFICE

Agenda Category: Tax Office **Sub-category:** Tax Office

Information

CAPTION

"Approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection between HIDALGO COUNTY and RED SANDS GROUND WATER CONSERVATION DISTRICT."

BACKGROUND

Contract amount: $3,000.00
Effective Date: November 1, 2010

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Contract-Red Sand

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 11:00 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2010 08:34 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Neida Chavana Started On: 09/21/2010 02:59 PM

Final Approval Date: 09/24/2010

STATE OF TEXAS §
§
COUNTY OH HIDALGO §

INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Agreement made and entered into this _____ day of _____, 2010, by and between the County of Hidalgo (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the RED SANDS GROUND WATER CONSERVATION DISTRICT – LINN, Texas, (hereinafter called "DISTRICT") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereafter called "TAC") and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23 (a) (4), 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereafter called "Tax Code") and Article 4413 (32c), V.T.C.S., known as the "Inter-local Cooperation Act";

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

This Agreement is for the collection of DISTRICT taxes for the 2010 Tax Year effective NOVEMBER 1ST, 2010. This Agreement shall be automatically renewed for subsequent tax years, on August 31st of each calendar year unless either party gives written notice to the other of its intent to terminate this agreement, at least thirty (30) days prior to the renewal date.

II. APPOINTEMENT:

The DISTRICT appoints the TAC as the Assessor-Collector of taxes for the DISTRICT for the term of this Agreement. The TAC shall have full authority and responsibility to

assess all of the real and personal property subject to taxation located within the boundaries of the DISTRICT in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the DISTRICT, both current and delinquent, including taxes previously assessed by the DISTRICT. The TAC shall remain in the sole employ and control of the COUNTY.

III. DESCRIPTION OF SERVICES:

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:

   A. Compute and publish the effective tax rate subject to consideration and approval of the DISTRICT. Expenses for all notices and publications shall be borne by the DISTRICT;

   B. Establish the tax roll based on property values and exemption certified by the Appraisal District and the tax rate, exemptions, and discounts authorized by the DISTRICT;

   C. Prepare and mail tax statements for all of the DISTRICT tax accounts;

   D. Receive payment of taxes on behalf of the DISTRICT;

   E. Refund overpayment or erroneous payments of taxes as provided by law.

   F. Disburse tax monies received at the COUNTY Tax Office during the term of this contract, on the next business day. All other payments received at the COUNTY 'S Depository Bank ("Bank") will be received in accordance with the terms of the lock box processing agreement between the BANK and the COUNTY.

   G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10, to the DISTRICT accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad-valorem taxes. The COUNTY shall also provide current and delinquent tax rolls, quarterly status reports, on partial payment contracts, and delinquent tax statements upon request.

   H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of the Agreement. The TAC activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State Law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with Section 31.07 of the Property Tax Code which states that if a collector accepts a partial payment of a tax bill that includes taxes for more than one taxing unit, the collector shall allocate the partial payment among all the taxing units included on the bill in proportion to the amount of tax included in the bill for each taxing unit.

J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the TAC or Appraisal as described by the Property Tax Code.

K. The TAC will limit the time frame allowed for installment payment agreement on delinquency property taxes owing to the DISTRICT to no more than twelve (12) months. Written approval must be obtained for the DISTRICT's Manager or his designee for deviations.

L. The TAC will refrain from seizing and/or selling any property pertaining to the DISTRICT's Tax Roll, having a homestead designation, for payment of delinquent taxes, without written approval.

M. The TAC will certify to the Board an estimate of the collection rate of the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code Sec. 26.04(b). The DISTRICT and COUNTY agree that interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.

2. The DISTRICT hereby specifically authorizes and empowers Hidalgo County, Texas, its employees, officials and agents to perform and all acts which the COUNTY, its employees, officials, and agents determine necessary proper, and in the best interest of the DISTRICT in order to accomplish the services hereby agreed to be performed by the COUNTY.

3. The following duties and responsibilities of the DISTRICT are specifically excluded from this Agreement:

A. Any obligation of the Hidalgo County Appraisal District;

B. Adoption of a tax rate for the DISTRICT;

C. Obligation of the DISTRICT regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and

D. Any other obligations imposed by law upon the DISTRICT not specifically agreed to be performed herein by the COUNTY.

E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and Laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues by the COUNTY, including funds held in trust for the DISTRICT.

V. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Texas Tax Code, the DISTRICT hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the DISTRICT as provided herein.

2. Pursuant to Subsection (c.), Section 6.30, Texas Property Tax Code Ann., if the DISTRICT has entered into a contract with a law firm to represent the DISTRICT in the enforcing and collecting of delinquent taxes, the attorney's compensation is set forth in such contract. A copy of the DISTRICT's Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by reference as Exhibit "A".

3. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees to produce and deliver to the DISTRICT's delinquent tax attorney a Notice of Delinquency which includes the additional penalty to defray the costs of collection for mailing to the property owner at least thirty (30) and not more than sixty (60) days before July 1.

4. No installment agreement for the payment of DISTRICT'S delinquent taxes, which are in excess of $5,000.00, will be entered into by the TAC without the prior approval of the DISTRICT. No installment agreements on behalf of the DISTRICT will be entered into prior to July 1 for payment of current year delinquent taxes.

VI. CONSIDERATION:

1. The DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of $ 3,000.00 of all current and delinquent base taxes collected from November 1, through October 30. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the DISTRICT, prior to May 1, the fee for the following year. The DISTRICT will have until June 1, to accept the recommended fee.

2. The COUNTY will deduct a $1/12^{th}$ - collection fee from monthly collections and submit monthly collections reports.

3. If for any reason the DISTRICT is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the COUNTY'S mailing of its own Tax Bills, the DISTRICT agrees to assume the entire cost for such additional mailing. It is understood however, that the DISTRICT will be charged a prorated amount on an equal basis if another Entity is consolidated on such billing.

4. The DISTRICT is to provide in writing its adopted tax rate to the COUNTY no later than October 1st of each year and the COUNTY is to mail out the consolidated tax statements no later than November 1st of each year. If the DISTRICT fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, then the COUNTY at its own expense will mail a separate tax statement for the DISTRICT by November 1st.

5. The DISTRICT will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the DISTRICT in an amount to be determined by the DISTRICT.

VI. MISCELLANEOUS:

1. It is expressly understood and agreed that, in the execution of this Agreement, neither the COUNTY nor DISTRICT waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

2. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY:
Hon. Rene Ramirez , County Judge
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, Texas 78540

WITH COPIES TO:
Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufracio, County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539

IF TO THE DISTRICT: **RED SANDS GROUND WATER CONSERVATION DISTRICT - LINN, TEXAS**
Attn: General Manager
36483 US Hwy 282
Linn, Texas 78563-0804

WITH COPY TO: Aaron I. Vela,
Attorney at Law
P.O. Box 3368
Edinburg, Texas 78540

3. 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 parties created hereunder are performable in Hidalgo County, Texas.

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

6. PRIOR AGREEMENT SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, _____.

COUNTY OF HIDALGO:

BY:_____
Hon. Rene Ramirez,
County Judge
Hidalgo County, Texas

RED SANDS WATER CONSERVATION DISTRICT

BY:_____
Javier Moreno, President

ATTEST:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

_____
Laura Guerra Ramirez, Secretary

AI-23200 **16.B.**

UPL - 4rd Quarter

CC REGULAR

Date:	09/28/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and approval to transfer $2,125,000.00 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health care expenditures for the 4th Quarter of Fiscal Year 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-444-00-240-004-0-843

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

BUDGETARY IMPACT:

Available account balance as of 9-24-10 $4,248,408.91

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:45 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/24/2010 04:11 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Sergio Cruz Started On: 09/24/2010 03:41 PM

Final Approval Date: 09/24/2010

AI-23061 **17.A.**

2010 Interlocal Cooperation Agreement between Cities and Hidalgo County
CC REGULAR

Date: 09/28/2010
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.
Submitted For: Juan Martinez
Department: FIRE MARSHAL'S DEPT.
Agenda Category: Fire Marshal's Office

Information

CAPTION

Discussion and approval of the following 2010 Interlocal Cooperation Agreement:
1. City of La Villa

BACKGROUND

Rural Fire Services Agreement approved by CC 05/04/10 (AI-20959): La Villa (1 Original)

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-010-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
available balance of $17,700.00 as of 09/24/10.

Attachments

Link: 2010 La Villa Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	09/24/2010 09:26 AM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 11:29 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Yolanda Orozco
Started On: 09/20/2010 08:56 AM

Final Approval Date: 09/24/2010

Interlocal Cooperation Agreement between La Villa and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 8th day of September, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of La Villa, TEXAS, a municipal corporation/non-incorporated area hereinafter called ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 8th day of September 2010.

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

1.0 TERMS

1.1 This contract shall be for a period commencing on Sept. 8, 2010 and shall terminate on December 31, 2010.

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

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.28 NIMS – National Incident Management System

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.0 ENTITY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

4.0 COUNTY RESPONSIBILITIES

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

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

4.2.1 **ADMINISTRATION**

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

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

4.2.2 **INVESTIGATIONS**

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

4.2.3 **FIRE PREVENTION**

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

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

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

4.2.5 **RESPONSE**

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

5.0 LIABILITY

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

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

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

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

6.0 REIMBURSEMENT PLAN

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

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

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

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

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

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

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

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

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

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

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

.2 **HAZARDOUS MATERIALS INCIDENT**

.3 **MASS CASUALTY**

.4 **RESCUE CALLS**

.5 **VEHICLE FIRE**

.6 **VEHICULAR EXTRICATION**

.7 **PUBLIC WORKS RESPONSE**

.8 **REGIONAL MEDICAL RESPONSE TEAM**

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

.10 **SPECIAL SITUATIONS**

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

.1 **UNAUTHORIZED BURNING**

.2 **AUTHORIZED BURNING**

.3 **MEDICAL CALL**

.4 **MUTUAL AID**

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

.1 **WASH DOWN**

.2 **RECOVERY CALL - BODY**

.3 **BEE ATTACK**

.4 **PETROLEUM BASED INCIDENT STANDBY**

.5 **WIRELINE INCIDENTS**

.6 **LAW ENFORCEMENT ASSISTANCE**

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

.1 **TRAFFIC CONTROL**

.2 **LANDING ZONE**

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

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

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

7.0. ASSIGNMENT

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

8.0. AUDIT

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

9.0. MISCELLANEOUS

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

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

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

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

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

If to Entity City of La Villa
P.O. Box 60
La Villa, Texas 78562

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

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

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

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

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

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

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

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

WITNESS THE HANDS OF THE PARTIES

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

CITY OF

Hector Elizondo
By:

9-8-10
Date

ATTEST:

City Secretary

COUNTY OF HIDALGO

Rene A. Ramirez, County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall, LLP

By:
Stephen L. Crain

Rural Emergency Service Incident Report

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

DEPARTMENT: _____ COUNTY INCIDENT: _____

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

SITUATION REPORTED:_____ SITIUATION FOUND:_____

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

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911 _____

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

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

COMMENTS:

_____

_____

_____

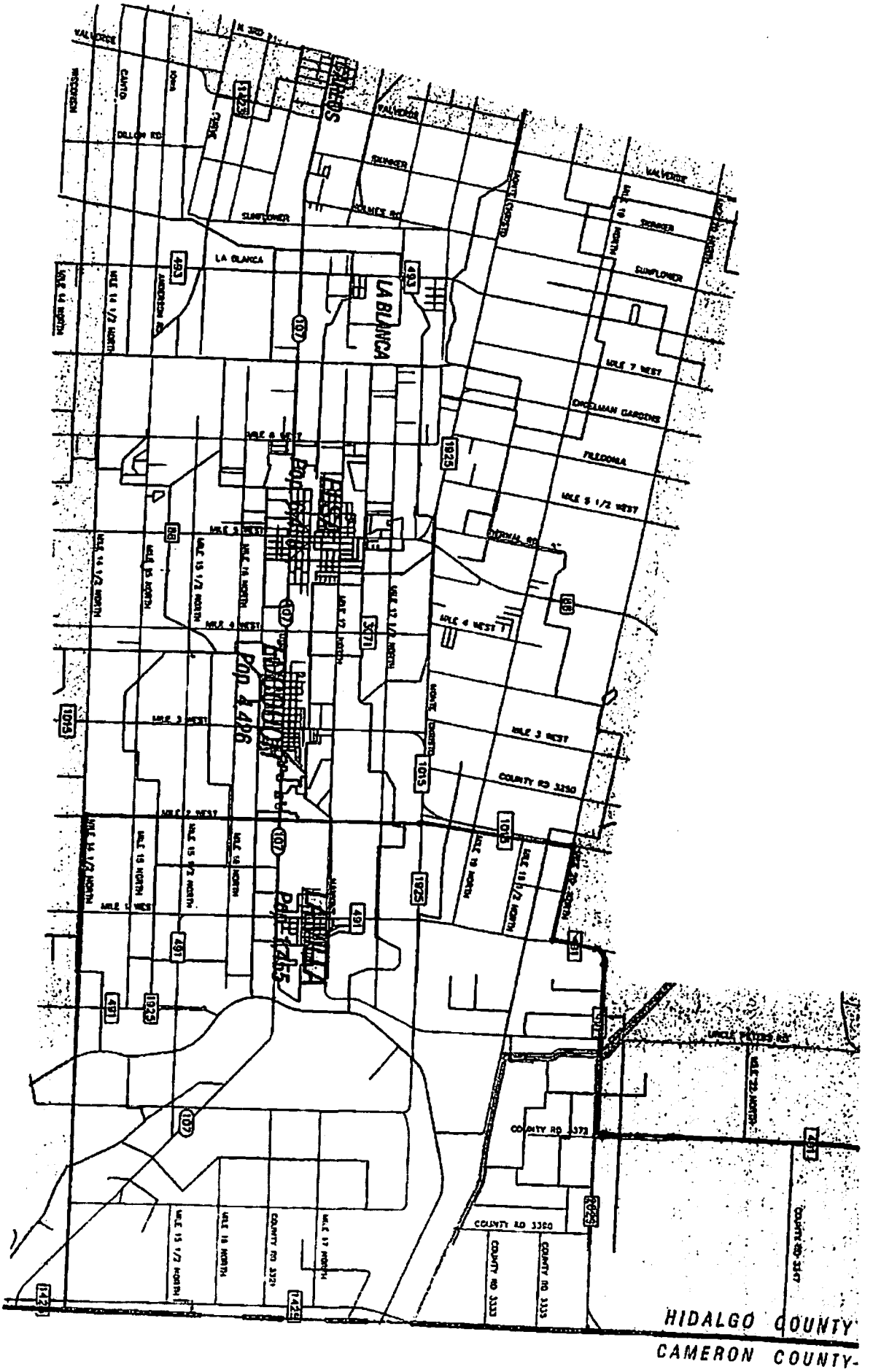
_____

Incident Commander: _____ Report Prepared by: _____

ESTIMATED $ LOSS: _____ ATTEST: _____ Fire Chief

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

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


LA BLANCA
LA BLANCA
Pop. 1,496
Pop. 1,745
HIDALGO COUNTY
CAMERON COUNTY

AI-23176 **18.A.**

Interlocal Agreement with LRGVDC Interoperability Communications
CC REGULAR

Date:	09/28/2010
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Belinda Alvarez, Emergency Management
Department:	BUDGET & MANAGEMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

Approval of an Interlocal Cooperation Agreement between the Lower Rio Grande Valley Development Council and Hidalgo County for the participation in the enhancement of regional interoperable communications systems in the region.

BACKGROUND

Interlocal Agreement will allow Hidalgo County to obtain equipment from the LRGVDC that will enhance regional interoperable communications systems within the County.

Equipment will be installed at (2) locations:
1. Mcallen Flamingo Tower
2. La Joya Tower

LRGVDC is a member of the Regional Planning Commission (RPC) which is authorized to implement the regional interoperable communication strategy within the region.

A FEMA grant (PSIC 2007 Grant#2007-GS-H7-0044) has been executed between the RPC and Texas Division of Emergency Management/State Administrative Agency.

**The LRGVDC through the RPC enters into this agreement for the planning, development, operation, and provision of the use of interoperable communications equipment, funding and adherence to applicable law.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Equipment is "on-loan" from RPC, until January 13, 2011 when the County takes complete control and ownership of equipment (see attached equipment list).

Upon acquiring the equipment from RPC, County will be responsible for additional or re-occuring costs after installation of maintenance, upkeep, care, re-programming, licenses and replacement of interoperable commnication equipment and parts.

Attachments

Link: Equipment List

Link: Property Loan Form (copy)

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	09/24/2010 04:21 PM	APRV
2	Budget & Management	Sylvia Solis	09/24/2010 04:31 PM	APRV
3	Olga Garza	Olga Garza	09/24/2010 04:48 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Rolando Garcia

Started On: 09/23/2010 03:22 PM

Final Approval Date: 09/24/2010

			LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL				
			PSIC GRANT - PROJECT 25 SOLUTION				

HIDALGO COUNTY EQUIPMENT

"ATTACHMENT B - Motorola Equipment List"

APC	Qty	Nomenclature	EQUIPMENT Description	List Price	Extended Price	H-GAC Discount	Unit Price
LINN/SAN MANUEL SITE (5 CHANNEL SITE)							
112	1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM	$ 6,000.00	$ 6,000.00	15%	$ 5,100.00
112	1	CA00855AA	ADD: 700/800 MHZ MID POWER	$ 6,300.00	$ 6,300.00	15%	$ 5,355.00
112	1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS	$ 61,200.00	$ 61,200.00	15%	$ 52,020.00
112	5	X591AE	ENH: ASTRO 25 SITE REPEATER SW	$ 10,700.00	$ 53,500.00	15%	$ 45,475.00
112	1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS	$ 700.00	$ 700.00	15%	$ 595.00
112	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	$ 8,400.00	$ 8,400.00	15%	$ 7,140.00
112	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU	$ 1,000.00	$ 1,000.00	15%	$ 850.00
112	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER	$ 5,000.00	$ 10,000.00	15%	$ 8,500.00
112	2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW	$ 5,000.00	$ 10,000.00	15%	$ 8,500.00
112	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	$ 495.00	$ 495.00	15%	$ 420.75
207	2	DSOP820B	POWER DIST. UNIT SURGE PROTECT	$ 850.00	$ 1,700.00	10%	$ 1,530.00
207	1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK	$ 101.00	$ 101.00	10%	$ 90.90
207	1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1	$ 154.00	$ 154.00	10%	$ 138.60
207	1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR	$ 88.00	$ 88.00	10%	$ 79.20
147	1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	$ 3,100.00	$ 3,100.00	10%	$ 2,790.00
147	1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD	$ 800.00	$ 800.00	10%	$ 720.00
207	1	DS115000AA300	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN	$ 33,248.00	$ 33,248.00	10%	$ 29,923.20
207	1	DSAPEXIMAX80	240/120 1 PHASE TYPE 1 NEMA 4X	$ 1,813.00	$ 1,813.00	10%	$ 1,631.70
207	1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB	$ 9,388.00	$ 9,388.00	10%	$ 8,449.20
207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 42.75	10%	$ 38.48
207	1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 26.00	10%	$ 23.40
207	1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE	$ 26.00	$ 26.00	10%	$ 23.40
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	320	L1713	1-1/4" LDF HELIAX POLY JKT PER FT	$ 13.50	$ 4,320.00	10%	$ 3,888.00
207	2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP	$ 111.00	$ 222.00	10%	$ 199.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT	$ 25.50	$ 229.50	10%	$ 206.55
207	3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63	$ 34.50	$ 103.50	10%	$ 93.15
207	1	DS1050125AA	CABLE LIGHTENING ARRESTOR	$ 205.00	$ 205.00	10%	$ 184.50
207	1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB	$ 9,388.00	$ 9,388.00	10%	$ 8,449.20
207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 42.75	10%	$ 38.48
207	2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 52.00	10%	$ 46.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60

207	1	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000	$ 2,315.00	$ 2,315.00	10%	$ 2,083.50
207	1	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX	$ 8,096.00	$ 8,096.00	10%	$ 7,286.40
207	9	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 25.65	10%	$ 23.09
207	2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 52.00	10%	$ 46.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	290	L3323	7/8" AVA HELIAX POLY JKT PER FOOT	$ 7.00	$ 2,030.00	10%	$ 1,827.00
207	2	DDN9498	TYPE N FEMALE PS CONNECTOR	$ 37.75	$ 75.50	10%	$ 67.95
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT	$ 24.50	$ 220.50	10%	$ 198.45
207	3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP	$ 46.25	$ 138.75	10%	$ 124.88
207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 42.75	10%	$ 38.48
207	2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 52.00	10%	$ 46.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	290	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 826.50	10%	$ 743.85
207	2	TDN8810	N FEMALE CONNECTOR	$ 30.00	$ 60.00	10%	$ 54.00
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	9	TDN6673	1/2" CABLE GROUND CLAMP KIT	$ 20.00	$ 180.00	10%	$ 162.00
207	3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF	$ 18.25	$ 54.75	10%	$ 49.28
207	30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT	$ 4.10	$ 123.00	10%	$ 110.70
207	2	TDN8810	N FEMALE CONNECTOR	$ 30.00	$ 60.00	10%	$ 54.00
207	1	DSISDC50LNZ30	DC INJECTOR 30V M CONN ANTENNA POR	$ 150.00	$ 150.00	10%	$ 135.00
469	1	F4544	SITE MANAGER ADVANCED	$ 3,000.00	$ 3,000.00	10%	$ 2,700.00
469	1	V266	ADD: 90VAC TO 260VAC PS TO SM	$ 120.00	$ 120.00	10%	$ 108.00
469	1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1	$ 1,550.00	$ 1,550.00	10%	$ 1,395.00
469	3	V592	AAD TERM BLCK & CONN WI	$ 90.00	$ 270.00	10%	$ 243.00
382	1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES	$ 220.00	$ 220.00	10%	$ 198.00
382	5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER	$ 110.00	$ 550.00	10%	$ 495.00
382	2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR	$ 110.00	$ 220.00	10%	$ 198.00
382	1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)	$ 110.00	$ 110.00	10%	$ 99.00
LA JOYA SITE (5 CHANNEL SITE)							
112	1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM	$ 6,000.00	$ 6,000.00	15%	$ 5,100.00
112	1	CA00855AA	ADD: 700/800 MHZ MID POWER	$ 6,300.00	$ 6,300.00	15%	$ 5,355.00
112	1	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS	$ 61,200.00	$ 61,200.00	15%	$ 52,020.00
112	5	X591AE	ENH: ASTRO 25 SITE REPEATER SW	$ 10,700.00	$ 53,500.00	15%	$ 45,475.00
112	1	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS	$ 700.00	$ 700.00	15%	$ 595.00
112	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	$ 8,400.00	$ 8,400.00	15%	$ 7,140.00
112	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU	$ 1,000.00	$ 1,000.00	15%	$ 850.00
112	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER	$ 5,000.00	$ 10,000.00	15%	$ 8,500.00
112	2	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW	$ 5,000.00	$ 10,000.00	15%	$ 8,500.00
112	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	$ 495.00	$ 495.00	15%	$ 420.75
207	2	DSOP820B	POWER DIST. UNIT SURGE PROTECT	$ 850.00	$ 1,700.00	10%	$ 1,530.00
207	1	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK	$ 101.00	$ 101.00	10%	$ 90.90
207	1	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1	$ 154.00	$ 154.00	10%	$ 138.60

207	1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR	$ 88.00	$ 88.00	10%	$ 79.20
147	1	ST2500	S2500 MULTIPROTOCOL WAN ROUTER	$ 3,100.00	$ 3,100.00	10%	$ 2,790.00
147	1	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD	$ 800.00	$ 800.00	10%	$ 720.00
207	1	DS115000AA300	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN	$ 33,248.00	$ 33,248.00	10%	$ 29,923.20
207	1	DSAPEXIMAX80	240/120 1 PHASE TYPE 1 NEMA 4X	$ 1,813.00	$ 1,813.00	10%	$ 1,631.70
207	1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB	$ 9,388.00	$ 9,388.00	10%	$ 8,449.20
207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 42.75	10%	$ 38.48
207	1	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 26.00	10%	$ 23.40
207	1	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE	$ 26.00	$ 26.00	10%	$ 23.40
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	510	L1713	1-1/4" LDF HELIAX POLY JKT PER FT	$ 13.50	$ 6,885.00	10%	$ 6,196.50
207	2	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP	$ 111.00	$ 222.00	10%	$ 199.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	9	TDN7547	1-1/4" CABLE GROUND CLAMP KIT	$ 25.50	$ 229.50	10%	$ 206.55
207	3	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63	$ 34.50	$ 103.50	10%	$ 93.15
207	1	DS1050125AA	CABLE LIGHTENING ARRESTOR	$ 205.00	$ 205.00	10%	$ 184.50
207	1	TDF7320	ANTENNA 806-869MHZ OMNI 12DB	$ 9,388.00	$ 9,388.00	10%	$ 8,449.20
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207	2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 52.00	10%	$ 46.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
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207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 42.75	10%	$ 38.48
207	2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 52.00	10%	$ 46.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	450	L3323	7/8" AVA HELIAX POLY JKT PER FOOT	$ 7.00	$ 3,150.00	10%	$ 2,835.00
207	2	DDN9498	TYPE N FEMALE PS CONNECTOR	$ 37.75	$ 75.50	10%	$ 67.95
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	9	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT	$ 24.50	$ 220.50	10%	$ 198.45
207	3	DSL5SGRIP	7/8" SUPPORT HOIST GRIP	$ 46.25	$ 138.75	10%	$ 124.88
207	15	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 42.75	10%	$ 38.48
207	2	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE	$ 26.00	$ 52.00	10%	$ 46.80
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	450	L1705	1/2" LDF HELIAX POLY JKT PER FT	$ 2.85	$ 1,282.50	10%	$ 1,154.25
207	2	TDN8810	N FEMALE CONNECTOR	$ 30.00	$ 60.00	10%	$ 54.00
207	2	TDN9289	CABLE WRAP WEATHERPROOFING	$ 22.00	$ 44.00	10%	$ 39.60
207	9	TDN6673	1/2" CABLE GROUND CLAMP KIT	$ 20.00	$ 180.00	10%	$ 162.00
207	3	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF	$ 18.25	$ 54.75	10%	$ 49.28
207	30	L1702	1/2" SUPERFLEX POLY JKT PER FOOT	$ 4.10	$ 123.00	10%	$ 110.70
207	2	TDN8810	N FEMALE CONNECTOR	$ 30.00	$ 60.00	10%	$ 54.00
207	1	DSISDC50LNZ30	DC INJECTOR 30V M CONN ANTENNA POR	$ 150.00	$ 150.00	10%	$ 135.00
469	1	F4544	SITE MANAGER ADVANCED	$ 3,000.00	$ 3,000.00	10%	$ 2,700.00
469	1	V266	ADD: 90VAC TO 260VAC PS TO SM	$ 120.00	$ 120.00	10%	$ 108.00

469	1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1	$ 1,550.00	$ 1,550.00	10%	$ 1,395.00
469	3	V592	AAD TERM BLCK & CONN WI	$ 90.00	$ 270.00	10%	$ 243.00
382	1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES	$ 220.00	$ 220.00	10%	$ 198.00
382	5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER	$ 110.00	$ 550.00	10%	$ 495.00
382	2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR	$ 110.00	$ 220.00	10%	$ 198.00
382	1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)	$ 110.00	$ 110.00	10%	$ 99.00
McALLEN SITE (SITE MANAGER)							
469	1	F4544	SITE MANAGER ADVANCED	$ 3,000.00	$ 3,000.00	10%	$ 2,700.00
469	1	V266	ADD: 90VAC TO 260VAC PS TO SM	$ 120.00	$ 120.00	10%	$ 108.00
469	1	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1	$ 1,550.00	$ 1,550.00	10%	$ 1,395.00
469	3	V592	AAD TERM BLCK & CONN WI	$ 90.00	$ 270.00	10%	$ 243.00
382	1	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES	$ 220.00	$ 220.00	10%	$ 198.00
382	5	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER	$ 110.00	$ 550.00	10%	$ 495.00
382	2	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR	$ 110.00	$ 220.00	10%	$ 198.00
382	1	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)	$ 110.00	$ 110.00	10%	$ 99.00
McALLEN MASTER SITE (SITE MANAGER/NETWORK MANAGEMENT TERMINAL)							
117	1	DDN9172	HP MOSCAD SERVER WITH WINDOWS 2003	$ 7,676.00	$ 7,676.00	10%	$ 6,908.40
708	1	DSFAP17BLK	17" LCD, BLACK, NON-TOUCH MONITOR, W/ ADJ STAND	$ 1,019.00	$ 1,019.00	10%	$ 917.10
708	1	DDN9043	MICROSOFT SELECT SQL SERVER 2000 LIC & 5 CLIENT LICENSES	$ 2,600.00	$ 2,600.00	10%	$ 2,340.00
117	1	TT1959	INTOUCH DEVELOPMENT 60K TAG V9.5 SW	$ 18,250.00	$ 18,250.00	10%	$ 16,425.00
382	1	F4537	SDM3000 BUILDER V1.30.31 FOR A6.9/7.2 SERVICE PACK 1	$ 800.00	$ 800.00	10%	$ 720.00
117	1	DDN9047	HYPERACCESS FOR WINDOWS 95/98/2000/2003/NT/ME/XP	$ 195.00	$ 195.00	10%	$ 175.50
117	1	DDN9048	SERIAL/ IP 1 PORT SEAT LICENSE	$ 147.00	$ 147.00	10%	$ 132.30
214	1	F4300	IP GATEWAY LESS RADIO	$ 6,468.00	$ 6,468.00	10%	$ 5,821.20
214	1	V345	ADD: ASYNC RS232 VIA PORT 3	$ 180.00	$ 180.00	10%	$ 162.00
214	1	V051	ALT: IP GATEWAY RACKMOUNT	$ -	$ -	10%	
382	1	F4538	MOSCAD GMC/GWS, SERVICE PACK 1	$ 10,000.00	$ 10,000.00	10%	$ 9,000.00
382	25	V843	SW,S/W LIC. MULTI SITE BASE RADIO	$ 240.00	$ 6,000.00	10%	$ 5,400.00
382	10	V520	SW,PVT SITE CONTR. (PSC) ALARM	$ 240.00	$ 2,400.00	10%	$ 2,160.00
382	5	V809	SW,S/W LIC. FOR MOSCAD I/O	$ 240.00	$ 1,200.00	10%	$ 1,080.00
McALLEN SITE (UPS ADD)							
207	1	DS115000AA300	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN	$ 33,248.00	$ 33,248.00	10%	$ 29,923.20
McALLEN MASTER SITE (SWITCH UPGRADES/ 5 SITE LICENSES/ IV&D/ SYSTEM SOFTWARE LICENSES)							
708	1	L3479	SYMANTEC PC ANYWHERE 11.5.1 (LICENSE & MEDIA)	$ 198.00	$ 198.00	10%	$ 178.20
708	1	L3476	SYMANTEC PC ANYWHERE 11.5.1 HOST ONLY LICENSE & MEDIA	$ 133.00	$ 133.00	10%	$ 119.70
708	2	DDN9454	SYMANTEC ANTI VIRUS 10.1.5 CORP ED LIC & MEDIA SINGLE COPY	$ 75.00	$ 150.00	10%	$ 135.00
147	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER	$ 15,995.00	$ 15,995.00	10%	$ 14,395.50
147	1	ST6010	S6000 4-PORT ULTRAWAN MODULE	$ 3,000.00	$ 3,000.00	10%	$ 2,700.00
381	1	SQM01SUM0180	ARC 4000 IV&D PDG	$ 37,000.00	$ 37,000.00	18.5%	$ 30,155.00
222	1	CA01214AA	ADD: PDG IVD SW	$ 35,000.00	$ 35,000.00	18.5%	$ 28,525.00
708	1	DDN6368	CABLE 25FT DB9M DB25M	$ 75.00	$ 75.00	10%	$ 67.50
708	1	DDN6370	CABLE 25FT DB9F RJ45M	$ 73.00	$ 73.00	10%	$ 65.70
147	1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER	$ 15,995.00	$ 15,995.00	10%	$ 14,395.50

147	1	ST6500	MNR GGSN SOFTWARE	$ -	$ -	10%	$ -
509	1	TRN7343	SEVEN AND A HALF FOOT RACK	$ 495.00	$ 495.00	20%	$ 396.00
280	1	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON	$ -	$ -	18.5%	$ -
280	1	CA01374AA	ADD: ARC 4000 ZDS LICENSE	$ 1,000.00	$ 1,000.00	18.5%	$ 815.00
280	1	CA01375AA	ADD: ARC 4000 UCS LICENSE	$ 1,000.00	$ 1,000.00	18.5%	$ 815.00
280	5	CA01209AA	ADD: ASTRO 25 IV&D SITES	$ 22,000.00	$ 110,000.00	18.5%	$ 89,650.00
280	1	CA01208AA	ENH: 500 RADIO USER LICENSES	$ 5,000.00	$ 5,000.00	18.5%	$ 4,075.00
877	1	ZA00310AC	ENH: HP OPENVIEW 6.4 250 NODE	$ 3,000.00	$ 3,000.00	18.5%	$ 2,445.00
877	1	D52AJ	ENH: ZONEWATCH	$ 20,000.00	$ 20,000.00	18.5%	$ 16,300.00
877	1	ZA00149AD	ENH: DYNAMIC REPORTS	$ 8,000.00	$ 8,000.00	18.5%	$ 6,520.00

$ 724,627.47

PROPERTY PERMANENT LOAN FORM

GRANT YEAR OF ITEM	ITEM CONTROL/SERIAL NUMBER	**ITEM DESCRIPTION for the La Joya Tower Site**	ORIGINAL SUBRECIPIENT NAME/SIGNATURE	DATE LOANED	RECEIVING JURISDICTION NAME/SIGNATURE
FY2007 PSIC	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM	Kenneth N. Jones, Jr.		
FY2007 PSIC	CA00855AA	ADD: 700/800 MHZ MID POWER			
FY2007 PSIC	X305AC	ADD: QTY (5) GTR 8000 BASE RADIOS			
FY2007 PSIC	X591AE	ENH: ASTRO 25 SITE REPEATER SW			
FY2007 PSIC	CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6 BRS			
FY2007 PSIC	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER			
FY2007 PSIC	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU			
FY2007 PSIC	CA00303AA	ADD: QTY (1) SITE CONTROLLER			
FY2007 PSIC	X591AF	ENH: ASTRO 25 SITE REPEATER SITE CONTRLLR SW			
FY2007 PSIC	X882AH	ADD: 7.5 FT OPEN RACK, 48RU			
FY2007 PSIC	DSOP820B	POWER DIST. UNIT SURGE PROTECT			
FY2007 PSIC	DS1101378	RACK MOUNTING PLATE ADAPTER , DSOP820A & DSNSOP820A 19 INCH RACK			
FY2007 PSIC	DSTSJ48CLT	8 WIRE MOD PROT. , RJ-45 (4 WIRE PROTCTD) OR HARD WIIRED (16 V) T1/E1			
FY2007 PSIC	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND WPH SERIES NETWORK PROTECTOR			
FY2007 PSIC	ST2500	S2500 MULTIPROTOCOL WAN ROUTER			
FY2007 PSIC	ST2512	S2500 ROUTER T1/E1 DAUGHTER BOARD			
FY2007 PSIC	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN			
FY2007 PSIC	DSAPEXIMAX808	240/120 1 PHASE TYPE 1 NEMA 4X			
FY2007 PSIC	TDF7320	ANTENNA 806-869MHZ OMNI 12DB			
FY2007 PSIC	L1705	1/2" LDF HELIAX POLY JKT PER FT			
FY2007 PSIC	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE			
FY2007 PSIC	DSL4TDMPS	7 - 16 DIN MALE POSITIVE STOP FOR 1/2" CABLE			
FY2007 PSIC	TDN9289	CABLE WRAP WEATHERPROOFING			
FY2007 PSIC	L1713	1-1/4" LDF HELIAX POLY JKT PER FT			
FY2007 PSIC	DSL6TDFPS	DIN FEMALE TRIMETAL CONNECTOR - POSITIVE STOP			
FY2007 PSIC	TDN9289	CABLE WRAP WEATHERPROOFING			
FY2007 PSIC	TDN7547	1-1/4" CABLE GROUND CLAMP KIT			
FY2007 PSIC	TDN6948	HOISTING GRIP FOR 1-5/8" CABLE & EW44/52/63			
FY2007 PSIC	DS1050125AA	CABLE LIGHTENING ARRESTOR			
FY2007 PSIC	TDF7320	ANTENNA 806-869MHZ OMNI 12DB			
FY2007 PSIC	L1705	1/2" LDF HELIAX POLY JKT PER FT			
FY2007 PSIC	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE			
FY2007 PSIC	TDN9289	CABLE WRAP WEATHERPROOFING			
FY2007 PSIC	DS42883H01CG	C&M UNIT FOR TTA W/O RX MULT, 792-824MHZ W/428-83H-01-T FOR GTR8000			
FY2007 PSIC	DS42883H01T	TTA, COMPACT AUTO QUAD 792-824 MHZ TOWER BOX			
FY2007 PSIC	L1705	1/2" LDF HELIAX POLY JKT PER FT			
FY2007 PSIC	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE			
FY2007 PSIC	TDN9289	CABLE WRAP WEATHERPROOFING			
FY2007 PSIC	L3323	7/8" AVA HELIAX POLY JKT PER FOOT			
FY2007 PSIC	DDN9498	TYPE N FEMALE PS CONNECTOR			
FY2007 PSIC	TDN9289	CABLE WRAP WEATHERPROOFING			
FY2007 PSIC	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT			
FY2007 PSIC	DSL5SGRIP	7/8" SUPPORT HOIST GRIP			
FY2007 PSIC	L1705	1/2" LDF HELIAX POLY JKT PER FT			
FY2007 PSIC	DDN9386	N MALE POSITIVE STOP CONNECTOR, FOR 1/2" LDF4-50A CABLE			
FY2007 PSIC	TDN9289	CABLE WRAP WEATHERPROOFING			
FY2007 PSIC	L1705	1/2" LDF HELIAX POLY JKT PER FT			
FY2007 PSIC	TDN8810	N FEMALE CONNECTOR			

FY2007 PSIC	TDN9289	CABLE WRAP WEATHERPROOFING			
FY2007 PSIC	TDN6673	1/2" CABLE GROUND CLAMP KIT			
FY2007 PSIC	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF			
FY2007 PSIC	L1702	1/2" SUPERFLEX POLY JKT PER FOOT			
FY2007 PSIC	TDN8810	N FEMALE CONNECTOR			
FY2007 PSIC	DSISDC50LNZ30MA	DC INJECTOR 30V M CONN ANTENNA POR			
FY2007 PSIC	F4544	SITE MANAGER ADVANCED			
FY2007 PSIC	V266	ADD: 90VAC TO 260VAC PS TO SM			
FY2007 PSIC	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1			
FY2007 PSIC	V592	AAD TERM BLCK & CONN WI			
FY2007 PSIC	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES			
FY2007 PSIC	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER			
FY2007 PSIC	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR			
FY2007 PSIC	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)			

“The original subrecipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant’s disposal procedures. It is the original subrecipient’s responsibility to complete the proper paperwork for the permanent loan. ”

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

PROPERTY PERMANENT LOAN FORM

GRANT YEAR OF ITEM	ITEM CONTROL/SERIAL NUMBER	**ITEM DESCRIPTION at McAllen Tower Site**	ORIGINAL SUBRECIPIENT NAME/SIGNATURE	DATE LOANED	RECEIVING JURISDICTION NAME/SIGNATURE
FY2007 PSIC	F4544	SITE MANAGER ADVANCED	Kenneth N. Jones, Jr.		
FY2007 PSIC	V266	ADD: 90VAC TO 260VAC PS TO SM			
FY2007 PSIC	VA00402	ADD: SDM3000 ASTRO F/W V1.30.16 FOR A6.9/7.2, PK1			
FY2007 PSIC	V592	AAD TERM BLCK & CONN WI			
FY2007 PSIC	F2463	REMOTE TERMINAL UNIT DEVICE INTERFACING LICENSES			
FY2007 PSIC	V845	ADD: RTU SOFTWARE LICENSE FOR INTELLISITE REPEATER			
FY2007 PSIC	V846	ADD:RTU SFWR LICENSE FOR ASTROTAC 9600 COMPARATOR			
FY2007 PSIC	V839	ADD:RTU SFWR LICENSE FOR MOSCAD I/O (PER MODULE)			
FY2007 PSIC	DDN9172	HP MOSCAD SERVER WITH WINDOWS 2003			
FY2007 PSIC	DSFAP17BLK	17" LCD, BLACK, NON-TOUCH MONITOR, W/ ADJ STAND			
FY2007 PSIC	DDN9043	MICROSOFT SELECT SQL SERVER 2000 LIC & 5 CLIENT LICENSES			
FY2007 PSIC	TT1959	INTOUCH DEVELOPMENT 60K TAG V9.5 SW			
FY2007 PSIC	F4537	SDM3000 BUILDER V1.30.31 FOR A6.9/7.2 SERVICE PACK 1			
FY2007 PSIC	DDN9047	HYPERACCESS FOR WINDOWS 95/98/2000/2003/NT/ME/XP			
FY2007 PSIC	DDN9048	SERIAL/ IP 1 PORT SEAT LICENSE			
FY2007 PSIC	F4300	IP GATEWAY LESS RADIO			
FY2007 PSIC	V345	ADD: ASYNC RS232 VIA PORT 3			
FY2007 PSIC	V051	ALT: IP GATEWAY RACKMOUNT			
FY2007 PSIC	F4538	MOSCAD GMC/GWS, SERVICE PACK 1			
FY2007 PSIC	V843	SW,S/W LIC. MULTI SITE BASE RADIO			
FY2007 PSIC	V520	SW,PVT SITE CONTR. (PSC) ALARM			
FY2007 PSIC	V809	SW,S/W LIC. FOR MOSCAD I/O			
FY2007 PSIC	DS115000AA30073	UPS, FE 18KVA/15KW, 240V, 1 HR 13 MIN RUN			
FY2007 PSIC	L3479	SYMANTEC PC ANYWHERE 11.5.1 (LICENSE & MEDIA)			
FY2007 PSIC	L3476	SYMANTEC PC ANYWHERE 11.5.1 HOST ONLY LICENSE & MEDIA			
FY2007 PSIC	DDN9454	SYMANTEC ANTI VIRUS 10.1.5 CORP ED LIC & MEDIA SINGLE COPY			
FY2007 PSIC	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER			
FY2007 PSIC	ST6010	S6000 4-PORT ULTRAWAN MODULE			
FY2007 PSIC	SQM01SUM0180	ARC 4000 IV&D PDG			
FY2007 PSIC	CA01214AA	ADD: PDG IVD SW			
FY2007 PSIC	DDN6368	CABLE 25FT DB9M DB25M			
FY2007 PSIC	DDN6370	CABLE 25FT DB9F RJ45M			
FY2007 PSIC	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER			
FY2007 PSIC	ST6500	MNR GGSN SOFTWARE			
FY2007 PSIC	TRN7343	SEVEN AND A HALF FOOT RACK			
FY2007 PSIC	SQM01SUM0187	ARC 4000 MASTER SITE ADD-ON			
FY2007 PSIC	CA01374AA	ADD: ARC 4000 ZDS LICENSE			
FY2007 PSIC	CA01375AA	ADD: ARC 4000 UCS LICENSE			
FY2007 PSIC	CA01209AA	ADD: ASTRO 25 IV&D SITES			
FY2007 PSIC	CA01208AA	ENH: 500 RADIO USER LICENSES			
FY2007 PSIC	ZA00310AC	ENH: HP OPENVIEW 6.4 250 NODE			
FY2007 PSIC	D52AJ	ENH: ZONEWATCH			
FY2007 PSIC	ZA00149AD	ENH: DYNAMIC REPORTS			

"The original subrecipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant's disposal procedures. It is the original subrecipient's responsibility to complete the proper paperwork for the permanent loan. "

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AND HIDALGO COUNTY, TEXAS

For Regional Projects FY 2007 Public Safety Interoperable Communications Grant

This Agreement is made on this _____day of _____, 2010 by the Lower Rio Grande Valley Development Council and Hidalgo County.

Article 1: Parties & Purpose

1.1 The Lower Rio Grande Valley Development Council is a political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965 as amended by chapter 391 of the Local Government Code (the "LRGVDC"). The LRGVDC is a member of the Regional Planning Commission ("RPC") which is authorized to implement regional interoperable communications strategy within the region.

1.2 For purposes of this Agreement "LRGVDC" and "RPC" shall be used interchangeably.

1.3 The RPC is currently working under the Statewide Communications Interoperability Plan ("SCIP") to establish and maintain regional interoperability communications in the State Planning Region.

1.4 Hidalgo County (County") operates regional interoperable communications equipment that assists in implementing the SCIP.

1.5 The Texas Division of Emergency Management ("TDEM"), State Administrative Agency ("SAA") is the oversight and funding authority for the RPC to enhance and meet the goals and objectives of the SCIP.

1.6 This Agreement is entered into between the LRGVDC and County so that the County can participate in the enhancement of regional interoperable communications systems in the region and perform maintenance activities on same.

Article 2: Stipulations

2.1 As required by the FEMA PSIC 2007 Grant #2007-GS-H7-0044 that has been executed between the RPC and TDEM/SAA, the LRGVDC through the RPC enters into this Agreement for the planning, development, operation, and

provision of the use of interoperable communications equipment, funding and adherence to applicable law.

2.2 The RPC and County, will comply with applicable provisions of the State's Uniform Grant Management Standards (UGMS) and at a minimum, the parties of this Agreement agree as follows::

Article 3: County agrees:

3.1 To reimburse the RPC and/or FEMA/TDEM/SAA for damage to the interoperable communications equipment caused by intentional misconduct, abuse, misuse, or negligence by County employees; though this provision shall not include ordinary wear and tear or ordinary day-to-day use of equipment;

3.2 Subject to the obligation of County to withhold disclosure of information, TDEM/SAA or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the FEMA PSIC 2007 Grant #2007-GS-H7-0044 and interoperable communications, belonging to or in use by County, or by any other entity that has performed or will perform interoperable communications activities;

3.3 To recognize that the TDEM/SAA reserves the right to perform on-site monitoring of the RPC and or its performing local governments, including County, of interoperable communications equipment or compliance with applicable law, and the TDEM/SAA and County, agree to cooperate fully with such on-site monitoring;

3.4 To continue to provide adequate insurance policies on such equipment located at:

Site 1: Address 1:_____ Coordinates:_____

Site 2: Address 2:_____ Coordinates:_____

Site 3: Address 3:_____ Coordinates:_____

The County shall also provide for the replacement of the equipment in cases of loss or damage where applicable or not otherwise covered under the warranty contract (natural or man-made damages). The funding source to cover natural damages otherwise not covered under existing warranty will be from funding made available from within the LRGVDC's jurisdiction, or, and if available, from the funding mechanism and/or contributions collected by the LRGVDC from jurisdiction(s) within the LRGVDC;

3.5 County shall maintain partial control with the LRGVDC over property and equipment at locations listed in Section 3.4 until the expiration date of the federal grant guidelines (normally three years from the date of the project implementation, and/or closing date of the grant. Three years from the closing date is January 31, 2014). Partial control as to the LRGVDC is limited to inspections and audits to equipment under federal guidelines;

3.6 To maintain a cooperative working relationship with RPC and the TDEM/SAA for effective management and properly integration of the interoperable communications equipment;

3.7 To the extent applicable, will abide by all equipment specifications of RPC under the Contracts and Agreements between TDEM/SAA and RPC as such Contracts are listed in **Attachment A. (FEMA Public Safety Interoperable Communications (PSIC) 2007 Grant #2007-GS-H7-0044);**

3.8 To report any lost or stolen equipment to the RPC as soon as possible, and any such loss or theft shall be dully investigated by County and RPC immediately;

3.9 To keep a log of all trouble reports and make copies available to TDEM/SAA and RPC as needed;

3.10 To notify RPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization. "Escalation" is defined as other than norm or routine maintenance causing downtime.

3.11 To allow the TDEM/SAA and RPC to inspect and copy, during normal business hours, at County offices, the interoperable communications list and equipment. The TDEM/SAA and RPC is also entitled to visit County offices, talk to its personnel and audit all associated records and equipment during normal business hours, to assist in evaluating County's performance under this Agreement;

3.12 To maintain accurate fiscal records and supporting documentation of all TDEM/SAA funds with specific detail for TDEM/SAA funds received or spent relating to regional interoperable communications activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or TDEM/SAA Grant rules, and as approved by the RPC;

3.13 To be responsible for any additional or re-occurring costs after installation or project completion, maintenance, upkeep, care, re-programming, and replacement of interoperable communication equipment and parts authorized to be purchased;

3.14 To abide by all applicable federal and state laws and regulations and all protocols, channel assignments, talk group assignments and operating rules

established by the counties involved with the State Homeland Security Strategic Plan and SCIP;

3.15 To adhere to proper dissemination and transfer of documents procedures;

3.16 Acquisition of applicable licenses for the PSIC equipment and/or site(s);

3.17 Through collaboration with the LRGVDC and jurisdictions in the region assist in establishing a funding mechanism and/or contribute on a yearly basis to the interoperable communications fund for the purpose of offsetting interoperable communication maintenance and upkeep costs associated with regional interoperable communication projects;

3.18 To comply with the Communication Assets Survey and Mapping ("CASM") requirements within 90 days of equipment installation;

3.19 To tag and inventory all property and equipment with identification labels identifying grant name and year (FY2007 PSIC GRANT) and provide a complete and accurate listing of serial numbers and part numbers of equipment to the LRGVDC;

3.20 To conduct a physical inventory on an as needed basis, for submission and review and take ownership and complete control of interoperable communications equipment to be installed at tower sites (McAllen and La Joya sites) after January 31, 2011 or expiration of federal grant guidelines under the Federal FEMA PSIC 2007 Grant #2007-GS-H7-0044. All interoperable communications equipment for which the County shall be responsible is described in Exhibit "A" attached hereto and incorporated herein for all purposes.

3.21 To designate by name or title a single point of contact to address future issues concerning interoperable communications equipment listed under FEMA PSIC 2007 Grant #2007-GS-H7-0044;

Article 4: LRGVDC Agrees:

4.1 To establish ownership of all interoperable communication equipment located within the Hidalgo County, Texas jurisdiction, equipment list provided, **Attachment B. (Motorola Equipment List)** The RPC may maintain administrative ownership (for auditing and compliance purposes); RPC agrees to transfer complete ownership to County after the length of time for which it is required to by the TDEM/SAA. The RPC should evaluate the adequacy of controls of the prospective receiver to ensure that sufficient controls and security exist by which to protect and safeguard the equipment purchased with FEMA, PSIC 2007 Grant #2007-GS-H7-0044 funds for the purpose of delivery of regional interoperable communications;

4.2 To fully cooperate with all monitoring requests from TDEM/SAA for the purposes of addressing and evaluating the regional performance of the interoperable communications system;

4.3 To notify County by telephone or electronic correspondence (email) at least 24 hours in advance of any intended visit for the purpose described in paragraph 3.11. Upon receipt of such notice, County agrees to notify the appropriate departments specified in the notice;

4.4 The RPC agrees to facilitate and assist County(s) with planning efforts on establishing a funding mechanism for future maintenance and upkeep of the interoperable communication equipment listed under Article 3.4 of County and regional projects;

4.5 To make all inquires directly with the designated point of contact on all matters related to the FEMA Public Safety Interoperable Communications (PSIC) 2007 Grant #2007-GS-H7-0044;

4.6 To provide assistance and contact information of maintenance representative(s) in instances where maintenance to the equipment is necessary while under warranty for the operation of the equipment.

4.7 To assist the region in establishing a funding mechanism and request, on a yearly basis, funding from jurisdiction(s) for the purpose of offsetting interoperable communication maintenance and upkeep costs associated with regional interoperable communication projects;

Article 5: Nondiscrimination and Equal Opportunity

5.1 County shall not exclude anyone form participating under this contract, deny anyone benefits under this Agreement, otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 6: Dispute Resolution

6.1 The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties may agree not to sue one another, except to enforce compliance with paragraphs 6.1 – 6.4, until they have exhausted the procedures set out in these paragraphs.

6.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representative appointed shall determine the location, format, frequency, and duration of the negotiations.

6.3 If the representative cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties may agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.

6.4 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Article 7: Suspension for Unavailability of Funds

7.1 County acknowledges that RPC's sole sources of funding for this Agreement are the State funds received by the RPC. If fees sufficient to support obligations of RPC under this agreement are not available, RPC may suspend performance of its obligations under this Agreement by giving County notice of the suspension. The suspension is effective 10 calendar days after County's receipt of the notice. Upon suspension of performance obligations by RPC, County's obligations under this Agreement are also suspended until RPC resumes performance of its obligations.

Article 8: Notice to Parties

8.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by party: (1) when it is delivered to the party personally and including a written receipt; (2) on the date shown on the return receipt if mailed by the registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; (3) three business days after its deposit in the United States Mail, with first-class portage affixed, addressed to the party's address specified in paragraph 8.2.

8.2 RPC's address is: Attention: Executive Director, 311 N. 15TH Street, McAllen, TX 78501. County address is: Attention: Hidalgo County Judge, P.O. Box 1228, Edinburg, TX 78540.

8.3 A party may change its address or point of contact information by providing notice of the change in accordance with paragraph 8.1.

Article 9: Effective Date and Term of Contract

9.1 This Agreement takes effect when signed on behalf of RPC and County, and it ends on January 31, 2011.

9.2 County may terminate this Agreement on thirty (30) days written notice without any further obligations to any party.

Article 10: Miscellaneous

10.1 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

10.2 This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

10.3 This Agreement is binding on and to benefit to the parties' successors in interest.

10.4 This Agreement is executed in duplicate originals.

10.5 This Agreement shall be governed by Texas Law and is performable in Hidalgo County.

HIDALGO COUNTY	**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**
_____	_____
Honorable Rene Ramirez	Kenneth N. Jones
County Judge	Executive Director
_____	_____
Date	Date

Attest:

_____
Arturo Guajardo, County Clerk

Approved as to Form:

Atlas & Hall, L.L.P

_____
Stephen L. Crain

AI-23105 **19.A.**

CELL PHONE REQUEST

CC REGULAR

Date:	09/28/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Planning Dept.:
1. Authorization to purchase through the County's membership/participation with CONTRACT: HGAC CW05-02 (REQUISITION # 181989 in the amount of $379.96) with awarded vendor SPRINT for the following service:

Quantity:	Description:	Department:	Employee Name:	Employee Number:
1	Simply Business Plan @ $89.99 + Taxes & Fees @ $5.00 X 4 months = $379.96	Planning Department	Tomas J. Arredondo	105899

2. Approval of the attached Wireless Device Request Form W.1.2 under the County's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-10-210-001-0-532

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

BUDGETARY IMPACT:

Req #181989-Amount available as of 9-22-10 $379.96 for Sprint.

Plan cost is $89.99/month for 4 months (Sept. thru Dec. 2010).
Monthly fee for Taxes & Fees is 5.00/month for 4 months (Sept. thru Dec. 2010).

Total plan cost for 4 months (Sept. thru Dec. 2010) is $94.99/month=$379.96

Attachments

Link: Request Form

Link: Requisition 181989

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:59 AM	APRV

2	Ivan Cantu	Ivan Cantu	09/22/2010 03:55 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Griselda Salazar Started On: 09/21/2010 03:42 PM

Final Approval Date: 09/24/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☑ Blackberry ☑ Other: Simply Business Plan(Unli

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Tomas J. Arredondo Employee ID# 105899 Signature: T. C

DEPARTMENT: Planning Dept. DEPT #: 210

Quantity: 1

Service: $ 94.99 /mo (x) 4 months = 379.96 Account: 0-1100-419-10-210-001-0-**532**

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

Requisition Total: 379.96 **Requisition Number:** 181989

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

Signature	Print Name	Date
T. C	Tomas J. Arredondo	9-17-10

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	9/21/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Simply Business Plan(Unlimited Cell/PTT/Txt & Data, GPS Nav, VM, Caller ID, etc.

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

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

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

Revised: 01/21/2010

Requisition

Req # 00181989

PO #

Date: 09/15/10

Bill To: x
x

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

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: **irma castillo**
956-318-2840

Contract No:

Special Instructions:
Req. #181989

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Sprint Blackberry phone for Tomas J. Arredondo DO NOT DUPLICATE ORDER		
4.00	MONTH	Sprint blackberry phone for Tomas J. Arredondo-Simply Business Plan & the net MRC is $89.99/unit a month(includes Unlimited cell, Unlimited PTT, Unlimited Text & Data, GPS Nav, VM, Caller ID, etc. (Product Class used 91575)	89.99	359.96
4.00	MONTH	Monthly fee for Taxes & fees-Product Class used 96339	5.00	20.00
		Account No	Encumbrance	
		0-1100-419-10-210-001-0-532	379.96	
			Freight	.00
			Total	379.96
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-23115 **20.A.**

CAPER- 2009

CC REGULAR

Date:	09/28/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Antonio Barco
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hold Public Hearing to consider public comments on the County of Hidalgo's 2009 Consolidated Annual Performance and Evaluation Report (CAPER) prior to submission to the U.S. Department of Housing and Urban Development.

BACKGROUND

Citizen Participation requirements dictate that the County hold a public hearing to consider public comments on the contents of its Consolidated Annual Performance and Evaluation Report prior to its submission to HUD.
The Urban County Program published public notice of the Report's completion and the public comment period ran from August 17th , 2010 through September 17th , 2010.

Fiscal Impact

Attachments

Link: Caper

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:59 AM	APRV
2	Perla Lopez	Perla Lopez	09/24/2010 09:23 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW
Form Started By: Hilda Bazan			Started On: 09/22/2010 10:09 AM	
Final Approval Date: 09/24/2010				

INTRODUCTION

The Consolidated Annual Performance and Evaluation Report (CAPER) is a comprehensive evaluation of the County's use of Community Development Block Grant (CDBG), HOME and Emergency Shelter Grant (ESG) entitlement funding. The U.S. Department of Housing and Urban Development is the funding entity of these federal programs. The CAPER contains a summary of accomplishments achieved in response to objectives set forth by the County's Five-Year Consolidated Plan and Strategy. For reporting purposes, the CAPER focuses on those activities outlined in the County's 2009-2010 One-Year Action Plan and expenditures realized during that time period.

The CAPER is comprised of three basic elements: 1) current activities in IDIS which include all required financial and performance data used for annual reporting, 2) required narrative discussions on certain HUD identified topics and 3) required IDIS reports. Wherever possible, tables and graphs were used to interpret performance and expenditure data in order to facilitate an ease of understanding. In summary, the County's 2009-2010 CAPER has been prepared in accordance with the performance reporting requirements set forth in 24 CFR Part 91.

INSTITUTIONAL STRUCTURE

The Urban County Program (UCP) is a department within the Hidalgo County governance structure. Hidalgo County, as the grantee, created the UCP in 1988 to serve as the administrative entity for these HUD funds. Funded projects take place in eighteen non-entitlement cities and the four county precincts. Those cities include are: Alamo, Alton, Donna, Edcouch, Elsa, Granjeno, Hidalgo, La Joya, La Villa, Mercedes, Palmhurst, Palmview, Penitas, Progreso, Progreso Lakes, San Juan, Sullivan City and Weslaco. The cities range in population size from 234 (Progreso Lakes) to 26,935 (Weslaco), with an average size of approximately 7,800.

The principal beneficiaries of programs funded by the UCP are those persons of low and moderate-income means. HUD defines this target group as those persons having an income at or below 80% of the area's median income. This reporting year, 100% of eligible fund expenditures in the CDBG and HOME programs were of direct benefit to this target group.

In terms of minority benefit, Hidalgo County is predisposed to serve minority groups inasmuch that approximately 88% of the population is Hispanic. Given the correlation between minority status and income levels, funded projects overwhelmingly serve low and moderate-income persons that are of Hispanic descent.

The UCP further strives to make the appropriate accommodations for persons with disabilities if notified in advance. Translators and helpers can be made available on an as-needed basis. This accommodation is made known through advertisements notifying the public about upcoming public hearings or meetings. Compliance with the Americans with Disabilities Act is mandatory in all building construction projects funded by the UCP.



SOURCE OF FUNDS

At the onset of the program year, the County utilized an operating budget of $8,439,993 for the CDBG Program, $2,986,003 for the HOME Program and $371,344 for the ESG Program to implement the 2009-2010 Program Year. In addition to the entitlement funding received from HUD, the County continued to utilize grant funding from the State to address the living standards in *colonias.*

GEOGRAPHIC DISTRIBUTION

Expenditures realized were directed under projects that primarily benefit the County's low and moderate-income population. Specific projects undertaken were located in and around the original townsites of participating cities or in the outlying rural areas of the County. These census tracts contain the highest concentration of low and moderate-income persons.

NARRATIVES

A. Assessment of One-Year Goals & Objectives

All activities undertaken this Program Year addressed certain objectives set forth by the County's Five-Year Consolidated Plan & Strategy (CPS). The County is pleased to report that 100% of activities funded this year were designated as high priorities. This reporting period, the County expended $5,662,913.85 in CDBG funds. This figure translates to an expenditure ratio of 1.13, well below the 1.5 minimum standard required by HUD.

CDBG EXPENDITURES BY PRIORITY DESIGNATION		
Parks, Recreational Facilities 03F	HIGH	$ 653,344.92
Water, Sewer Improvements 03J	HIGH	604,784.51
Housing Rehabilitation 14A	HIGH	30,862.54
Street Improvements 03K	HIGH	1,902,394.35
Fire Stations/Equipment 03O	HIGH	188,145.04
Public Services 05	HIGH	155,472.63
Senior Service 05A	HIGH	135,611.43
Youth Services 05D	HIGH	272,059.29
Transportation Services 05#	HIGH	70,000.00
Battered and Abused Spouses 05G	HIGH	39,154.16
Health Services 05M	HIGH	18,631.59
Abused and Neglected Children 05N	HIGH	138,392.52
General Program Administration 21A	HIGH	1,129,339.45
Public Facilities 03 General	HIGH	145,305.22
Neighborhood Facilities 03E	HIGH	104,804.00
Planning	HIGH	44,000.00
Clearance & Demolition 04	HIGH	30,216.65
Sidewalks 03L	HIGH	395.55
	TOTAL	**$ 5,662,913.85**

HOME

Under the HOME Program, the County realized expenditures of $3,635,418.46. This figure can be broken down as follows:

HOME INVESTMENT PARTNERSHIP PROGRAM		
Activity Type	**Expenditure $**	**Benefit**
Community Housing Development Organizations	1,738,774.44	50 new housing units created
Down Payment Assistance	150,015.00	23 families assisted with homeownership
Owner-Occupied Rehabilitation	1,450,116.84	42 families assisted
General Administration	296,512.18	
TOTAL HOME INVESTMENT	**$ 3,635,418.46**	

The County designated affordable housing and the related housing services as high priorities. Therefore, expenditures here coincide with the strategy outlined in the CPS.

Emergency Shelter Grant

Expenditures under the ESG Program totaled $745,315.93. A total of $18,567.00 was expended for administration, while service providers implementing the program utilized $726,748.93. The Homeless Prevention, Maintenance & Operations and Essential Service activies were matched with private funds in th amount of $728,865.00. In addition, the administration expenditures were matched with CDBG funds. Below is a breakdown by entity and activity of ESG expenditures during the reporting period:

EMERGENCY SHELTER GRANT PROGRAM		
Salvation Army		
Activity Type	**Expenditure$**	**Benefit (2 years)**
Homeless Prevention	82,935.09	1673
Maintenance & Operations	171,953.52	
Essential Services	50,847.47	
American Red Cross		
Activity Type	**Expenditure$**	**Benefit**
Maintenance & Operations	44,082.36	410

Mujeres Unidas		
Activity Type	**Expenditure$**	**Benefit (2 years)**
Maintenance & Operations	198,525.16	474
Essential Services	34,665.89	474 Overlap Count From M&O
ARCH		
Essential Services	26,363.96	85 Overlap Count From HP
Homeless Prevention	13,616.38	85
Consumer Credit Counseling		
Essential Services	13,445.30	Not yet complete
Homeless Prevention	90,313.80	Not yet complete
General Administration		
General Administration	**Expenditure$**	**Benefit**
	18,567.00	
TOTAL EXPENSES	**$745,315.93**	

The table below reflects the performance management system developed by ICF Consulting for use by the Rio Grande Valley Entitlement Communities. Its primary purpose is to assess progress towards stated goals.

Hidalgo County Urban County Program	**PY 5 Goal**	**Actual**	**Indicator**	**Objective**	**Outcome**
I. Housing					
Please enter actual numbers for Program Year 5 in green cells. Also, please complete Table 1 in Worksheet B for Housing Activities. If applicable, please complete Table 4 in Worksheet B for Non-Homeless Special Needs Housing Activities.					
A. Affordable Housing Programs					
12 HOME Community Housing Development Organizations (C.H.D.O.) Program	30 housing units	50 housing units	Total number of units constructed	Decent Housing	Availability/Accessibility
			Of the total number of units constructed:		
			Number of affordable units		
			Number of years affordability guaranteed		
			Number meeting International Building Code Energy standards		
			Of those, the number using Energy Star standards		
			Of those using Energy Star standards, the number made Section 504 accessible		
			Of the affordable units:		

Public Notice

County of Hidalgo
Urban County Program

Date of Publication: Friday, September 24, 2010

Notice is hereby given that the County of Hidalgo Urban County Program has completed it's consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year ended June 30, 2010.

This report is a comprehensive review of the activities undertaken by the Urban County Program in carrying out the activities indentified in the County's Consolidated Plan Strategy (CPS). The program operates in 18 non-entitlement communities and the rural areas of Hidalgo County.

A 30 day comment period was established to run from August 17, 2010 to September 17, 2010. The CAPER Report will be available for public viewing and comment at the Urban County Program.

Following the comment period a Public Hearing will be held at 9:00 a.m. on Tuesday, September 28, 2010. at the Hidalgo County Commissioner's Meeting Room on the first floor of the Hidalgo County Administrative Building, located at 100 East Cano, Edinburg, Texas 78539

Accommodations will be made for individuals with handicaps upon request.

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

For more information please come by our office or call (956) 787-8127.

Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

AI-23138 **20.B.**

Engineering Services - Pct. #1 (Street Improvements)

CC REGULAR

Date: 09/28/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioners' Court of at least three (3) professional engineering service firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 1, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 22 (2009) Precinct No. 1 Street Improvements.

Firm	Grade	Rank
TEDSI Infrastructure	92%	
DOS Logistics, Inc.	89.67%	
Millennium Engineering Group	86.67%	

3. Authority to negotiate a Professional Engineering Service contract with the No. 1 ranked firm of _____ for the provision of engineering services for Hidalgo County – Precinct No. 1- Street Improvements.

BACKGROUND

The three professional engineering service firms rated from the County's "pool" are TEDSI Infrastructure, DOS Logistics, Inc., and Millennium Engineering Group for the Street Improvements in Hidalgo County - Precinct No. 1. Attached see grading grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Pct. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:51 PM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 02:09 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber

Started On: 09/22/2010 02:43 PM

Final Approval Date: 09/24/2010

Hidalgo County – Urban County Program
Hidalgo County Precinct No. 1
Engineering Professional Services
Street Improvement Project (Solar Lights)
Grading Grid

CRITERIA	TEDSI Infrastructure			DOS Logistics, Inc			Millennium Engineering Group		
	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.	Grader Pct. #1	Grader UCP	Grader P. Dept.
Selection Criteria	18	20	20	18	20	20	17	20	20
Experience of Project Team	20	25	22	20	25	20	20	22	21
Experience/Availability of Project Manager	18	19	20	14	17	20	15	18	20
Understanding Projects	22	25	20	22	25	20	16	25	20
Familiarity w/Applicable Rules & Regulations	7	10	10	8	10	10	6	10	10
TOTALS	85	99	92	82	97	90	74	95	91
AVERAGES		92%			89.67%			86.67%	
RANKING									

AI-23166 **20.C.**

Construction contract - City of Penitas (Street Improvements)

CC REGULAR

Date:	09/28/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for the City of Peñitas is requesting consideration and action to award and enter into a Construction Contract with Total Commitment for the Street Improvements at Barcelona and Espanola Heights in the City of Peñitas in the amount of $357,792.50 utilizing UCP Year 17, 18, 20, 21, & 22 (2004, 2005, 2007, 2008, & 2009), Urban County Street Improvements line item.

BACKGROUND

The bid opening was held September 1, 2010 and the lowest bidder meeting all specifications and/or requirements was Total Commitment. The project involves drainage, water/sewer, and paving infrastructure at Barcelona and Espanola Heights in the City of Peñitas. See attached recommendation by the project engineer. (Project Engineering Firm: Sam Engineering & Surveying, Inc. aka SAMES, Inc).

Contractor:	Total Commitment	
Contract Amount:	$357,792.50	
Funds Available:	$ 1,537.63	Year 17 (2004) Peñitas Street Improvements funds
	$ 30,000.00	Year 18 (2005) Peñitas Street Improvements funds
	$ 5,000.00	Year 20 (2007) Peñitas Street Improvements funds
	$ 58,197.88	Year 21 (2008) Peñitas Street Improvements funds
	$225,000.00	Year 22 (2009) Peñitas Street Improvements funds
	$ 38,056.99	City of Peñitas Funding
Total:	$357,792.50	

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 17 (2004), Year 18 (2005), Year 20 (2007), Year 21 (2008), and Year 22 (2009) funds for the City of Penitas Street Improvements project.

Attachments

Link: Penitas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 02:57 PM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 04:17 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber Started On: 09/23/2010 11:18 AM

Final Approval Date: 09/24/2010

SAM Engineering and **S**urveying, Inc.

SAMES

Reg. # F-10602

200 South Cage Blvd, Pharr, Texas 78577, (P.O. Box 3353 Edinburg, Texas 78540)

September 22, 2010

Juan Ortiz
City Administrator
City of Peñitas
1 Mile South FM 1427
Peñitas, Texas 78576

Re: Letter of Recommendation
Peñitas Urban County: Española Heights and Barcelona Heights Project

Mr. Ortiz,

We have reviewed the bid tabulation sheet provided by the Hidalgo County – Urban County Program for the above mentioned project. After review of the bid price and their respective alternate price, Total Commitment, LLC has submitted the lowest bid proposal with a base bid price of $302,904.50 and an alternate bid price of $54,888.00, for a total of $357,792.50. Additionally, Total Commitment, LLC has met all requirements set forth in the bid notice.

With this in mind, please consider our recommendation that Total Commitment, LLC be awarded the project for the total base bid in the amount of $302,904.50. Also, please consider our recommendation that the alternate bid be included for construction.

Respectfully Submitted,

Saul D. Maldonado, P.E.,
Principal

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Patricia A. Cardenas
Alderman Tomas Cedillo
Alderman Jose Gonzalez
Alderman Antonio Flores Jr.
Alderman Jesus A. Avendaño
City Administrator Juan Ortiz
City Secretary Dina Garcia

September 23, 2010

Fax 956-787-5291

Mr. Tony Barco, CDBG Manager
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Ref: Approval of bids for Barcelona & Espanola Heights plus commitment of addtrional funds for projects

Dear Mr. Barco:

With this letter the City of Penitas would like to inform you office that the City Council at a Special Meeting last night approve the low bid for these two subdivion projects mentioned above to Total Committment LLC in the amount of base bid $302,904.50 plus the alternative bid of $54,888. The City has approximately $319,735.51 in Urban County program funds for this project and the City of Penitas will be providing the shortage of $38,056.99 from its General fund account. We are ready to issue a check in that amount when your office is ready or request it. In the event there will be any additional change orders for these two subdivision projects, the City will be covering any additional costs. If you have any further questions on this matter please let me know. Thank you and your staff for your continual assistance with our Urban County program funding..

Sincerely

Juan Ortiz
City Administrator

P.O. Box 2001 Penitas, TX 78576 Phone: 956-581-2216 Fax: 956-581-2216 E-mail: cityofpenitas@sbcglobal.net

AI-23155 **20.D.**

Amendment - Colonia Self Help Center Grant

CC REGULAR

Date:	09/28/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Pete De la Cruz
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of a Performance Statement & Budget Amendment # 1 to the Hidalgo County Self Help Center Contract Grant #728003 under the Texas Department of Housing and Community Affairs (TDHCA), Office of Colonia Initiative (OCI) - Colonia Self-Help Center (SHC).

BACKGROUND

A Contract Performance Statement and Budget Amendment is necessary due to receiving more reconstruction applications than new construction. During the process of conducting colonia outreach it was noted and very clear that the need for reconstruction was and is greater than anticipated.
See letter from Proyecto Azteca attached.

The Performance Statement and Budget Amendment will increase the funding amount and housing units under the Reconstruction Line Item by seven (7) homes and reduce the funding and housing units under the New Construction Line Item by seven (7) homes as follows:

EXHIBIT A PERFORMANCE STATEMENT
15b. Not Feasible for Rehabilitation (Reconstruction)
Contractor shall conduct ten seventeen (10) (17) reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty-two thousand dollars ($42,000) that will bring the reconstructed homes up to, at a minimum, Housing Quality Standards.

EXHIBIT B BUDGET
15b. Not Feasible for Rehabilitation (Reconstruction) Contract Funds $ 335,000 $ 569,500

EXHIBIT A PERFORMANCE STATEMENT
15c. Other 105 (a) (15) New Construction
Contractor shall conduct twelve five (12) (5) new reconstructions of housing units through self-help methodologies for residents of the Hidalgo County Colonia SHC service area at an average cost of forty-two thousand dollars ($42,000). Upon Completion, the homes will meet Housing Standard Quality.

EXHIBIT B BUDGET
15c. Other 105 (a) (15) New Construction Contract Funds $ 402,000 $ 167,5000

Fiscal Impact

Attachments

Link: Proyecto Azteca

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:34 PM	APRV
2	Perla Lopez	Perla Lopez	09/24/2010 09:17 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber Started On: 09/22/2010 04:11 PM

Final Approval Date: 09/24/2010

PROYECTO AZTECA

August 20, 2010

Pete De La Cruz
Hidalgo County Urban County Program
1916 Tesoro Dr.
Pharr, TX. 78577

RE: Self Help Colonia Initiative Contract 728003 Request for amendment

Mr. De La Cruz,

This is to inform you that we are in the need to amend our Self Help Colonia Initiate contract #728003. Currently our contract reads to construct 10 Reconstruction and 12 New Construction. We are in the need to change the number of new construction activity and transfer more units to reconstruction. Therefore the contract will read 5 New Construction and 17 Reconstruction.

In the process of conducting colonia outreach it has become very clear that the need for reconstruction is greater than had been anticipated. This is why we are asking to consider the change in the contract to read as described above.

Should you need additional information do not hesitate to contact me regarding. Thank you for your assistance in this matter.

Saul Villarreal,
Assistant Executive Director

P.O. Box 27
Phone (956) 702-3307 San Juan, TX 78589 fax (956) 702-3309

AI-23150 **20.E.**

Change in funding source to one (1) position from TXCDBG Disast. Recov. grant to TDHCA Comm. Dev. Pgrm (1288)

CC REGULAR

Date: 09/28/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

TxCDBG Disast. Recov./ TDHCA Comm. Dev. Pgrm (Fund 1288):
1. Approval to change the funding source for the following position/employee effective 09/28/10:

Employee No.	Position Title	Grade	Old Slot No.	Old Account Name/ No.	New Slot No.	New Account Name/ No.
182265	Clerk II	0003	004	TXCDBG Disaster Recov 0-1288-463-00-250-006-1-XXX	003	TDHCA Community Dev. Pgrm 0-1288-463-00-250-007-1-XXX

2. Approval of TXCDBG Disaster Recovery grant and TDHCA Community Development Program revised salary schedules.

BACKGROUND

To change funding source to accurately report expenditures.

Fiscal Impact

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

BUDGETARY IMPACT:

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

Attachments

Link: Revised salary schedules

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 09:12 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/24/2010 10:19 AM	APRV
3	Sylvia Solis	Sylvia Solis	09/24/2010 04:11 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber Started On: 09/22/2010 03:32 PM

HIDALGO COUNTY - URBAN COUNTY PROGRAM
COMMISSIONERS' COURT
2010 SALARY SCHEDULE

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

AI- 23150

TxCDBG DISASTER RECOVERY

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PROGRAM COORDINATOR I	10	1	37,109.00	37,109.00	37,109.00	0.00	0.00	0.00	0.00	0.00	37,109.00
0002	113	PROGRAM COORDINATOR I	10	0	35,254.00	37,109.00	35,254.00	0.00	0.00	0.00	0.00	0.00	35,254.00
FUNDING SOURCE FOR POSITIONS CHANGED TO 0-1288-463-00-250-007-1-XXX													
~~0004~~	~~113~~	~~CLERK II~~	~~3~~	~~0~~	~~20,570.00~~	~~20,570.00~~	~~20,570.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~20,570.00~~
		TOTAL			**72,363.00**	**74,218.00**	**72,363.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**72,363.00**

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

TDHCA COMMUNITY DEVELOPMENT PROGRAM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	INSPECTOR	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
0002	113	INSPECTOR	9	1	34,360.00	34,360.00	34,360.00	0.00	0.00	0.00	0.00	0.00	34,360.00
FUNDING SOURCE FOR POSITION CHANGED FROM 0-1288-463-00-250-006-1-XXX													
0003	**113**	**CLERK II**	**3**	**0**	**20,570.00**	**20,570.00**	**20,570.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**20,570.00**
		TOTAL			**89,290.00**	**89,290.00**	**89,290.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**89,290.00**

AI-23139 **20.F.**

Architectural services - City of La Joya (facilities improvements)
CC REGULAR

Date:	09/28/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional architectural services;

2. Presentation of the scoring grid for the purpose of ranking by Commissioners' Court of at least three (3) architectural firms from the county's approved "pool" as graded and evaluated by the City of La Joya, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 19, 21, 22 (2006, 2008, 2009) City of La Joya, Public Facilities Improvements for construction of the Municipal Library in La Joya.

Firm	Grade	Rank
Alcocer Garcia Associates Design Company	97.3	
Negrete & Kolar	91	
ERO International, LLP	91	

3. Authority to negotiate a professional service contract with the top ranked firm of _____ for the provision of architectural services for an Urban County Program Years 19, 21, 22 (2006, 2008, 2009) City of La Joya, Public Facilities Improvements Project.

BACKGROUND

The three architectural firms rated from the county's approved "pool" are: Alcocer Garcia Associates Design Company, Negrete & Kolar, and ERO International, LLP for the City of La Joya, Public Facilities Improvements Project to be used for the construction of the Municipal Library in La Joya. See grading grid attached for your review.

	Year	Funds Available:
	Year 19 (2006)	$ 50,109.59
	Year 21 (2008)	$ 15,000.00
	Year 22 (2009)	$227,011.00

Total Funds Available $292,120.59

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grading-Ranking Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:50 PM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 11:34 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber Started On: 09/22/2010 02:55 PM

Final Approval Date: 09/24/2010

City of La Joya
Architectural Services
Public Facilities
Year 19, 21, 22 (2006, 2008, 2009)
Grading-Ranking Grid

Criteria	Alcocer Garcia Associates Design Company			Negrete & Kolar			ERO International, LLP		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	**19**	**20**	**20**	**15**	**20**	**20**	**17**	**20**	**20**
Experience of Project Team	**24**	**25**	**22**	**21**	**25**	**20**	**20**	**25**	**21**
Experience/ Availability of Project Manager	**19**	**19**	**20**	**15**	**19**	**20**	**17**	**18**	**18**
Understanding of Project	**24**	**25**	**25**	**19**	**25**	**25**	**18**	**25**	**25**
Familiarity with Applicable Rules & Regulations	**10**	**10**	**10**	**9**	**10**	**10**	**9**	**10**	**10**
TOTALS	**96**	**99**	**97**	**79**	**99**	**95**	**81**	**98**	**94**
AVERAGES	**292÷3= 97.3**			**273÷3= 91**			**273÷3= 91**		

AI-23136 **20.G.**

Engineering services - City of Palmview (Street Improvements)

CC REGULAR

Date:	09/28/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioners' Court of at least three (3) engineering firms from the county's approved "pool" as graded and evaluated by the City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) City of Palmview, Street Improvements for reconstruction and construction of Minerva Street, North Abram Road, and Bentsen Palm Drive.

Firm	Grade	Rank
SAMES – Same Engineering & Surveying, Inc.	96.6	
Guzman & Munoz Engineering and Surveying, Inc.	96.3	
Melden & Hunt, Inc.	95.3	

3. Authority to negotiate a professional engineering service contract with the top ranked firm of _____ for the provision of engineering services for an Urban County Program Year 23 (2010) City of Palmview, Street Improvements for reconstruction and construction of Minerva Street, North Abram Road, and Bentsen Palm Drive.

BACKGROUND

The three engineering firms rated from the county's approved "pool" are: SAMES – Same Engineering & Surveying, Inc., Guzman & Munoz Engineering and Surveying, Inc., and Melden & Hunt, Inc., for the City of Palmview Street Improvements - reconstruction and construction of Minerva Street, North Abram Road, and Bentsen Palm Drive.
Attached see grading grid for your review.

Funds Available:	$89,611.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Grading-Ranking Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:42 PM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 01:23 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber Started On: 09/22/2010 02:10 PM

Final Approval Date: 09/24/2010

City of Palmview
Engineering Services
Street Improvements
Year 23 (2010)
Grading-Ranking Grid

Criteria	SAMES – Sam Engineering & Surveying, Inc.			Guzman & Munoz Engineering and Surveying, Inc.			Melden & Hunt, Inc.		
	Grader 1	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**
Professional Qualifications of Team	**20**	**20**	**18**	**20**	**20**	**20**	**20**	**20**	**18**
Experience of Project Team	**25**	**24**	**20**	**25**	**23**	**22**	**25**	**24**	**20**
Experience/ Availability of Project Manager	**20**	**20**	**20**	**20**	**15**	**20**	**20**	**17**	**20**
Understanding of Project	**25**	**25**	**23**	**24**	**25**	**25**	**24**	**25**	**23**
Familiarity with Applicable Rules & Regulations	**10**	**10**	**10**	**10**	**10**	**10**	**10**	**10**	**10**
TOTALS	**100**	**99**	**91**	**99**	**93**	**97**	**99**	**96**	**91**
AVERAGES	**290÷3=96.6**			**289÷3= 96.3**			**286÷3= 95.3**		
RATING	**1**			**2**			**3**		

AI-23125 **20.H.**

Pct.#4 Bid Rejection/Faysville Pump Station

CC REGULAR

Date:	09/28/2010
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

On behalf of the Hidalgo County Precinct No. 4, Urban County Program is requesting approval to reject the sole bid submitted by Saenz Utility Contractors of Elsa, TX with a base bid of $317,829.00, including Addendum's No. 1 and 2 with a total amount of $44,232.00 for Year 22 (2009) HUD CDBG-R Faysville Pump Station flood drainage improvements.

BACKGROUND

Bid was received and opened at the Hidalgo County Purchasing Department on August 04, 2010. After review the project engineer recommended that the sole bid be rejected, due to the lack of adequate bid participation. See attached recommendation letter from Raul Sessin, P.E., CFM and a concurrence letter from the Precinct.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: Pct #4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:55 PM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 01:52 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Hilda Bazan — Started On: 09/22/2010 11:03 AM

Final Approval Date: 09/24/2010



HIDALGO COUNTY PRECINCT #4

COMMISSIONER OSCAR L. GARZA JR.
1051 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541

OFFICE (956) 383-3112
FAX (956) 381-5905

FAX TRANSMITTAL

TO: MS MONICA LEAL, COORDINATOR
URBAN COUNTY PROGRAM

FAX NO. (956)787-5291

NO. OF PAGES: 5 (INCLUDING COVER PAGE)

FROM: Gloria Ann Beltran GAB
Executive Assistant

DATE: 09/16/2010
TIME: 4:05 PM

COMMENTS: Enclosed: Bid Rejection/Faysville Pump Station and Dillion Rd Striping PO Request

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

COUNTY of HIDALGO

EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

RECEIVED SEP 16 2010

TO: *Diana R. Serna, Director*
Urban County Program

FROM: *Gloria Ann Beltran, Executive Assistant*
Hidalgo County Precinct 4 GAB

DATE: *September 16, 2010*

RE: *Faysville Pump Station Drainage Improvements Project*
Bid No. 5209-94-0309-5000-9400-UCP-ML2

Enclosed please find a letter from Mr. Raul E. Sesin, Hidalgo County Planning Administrator. In his letter Mr. Sesin recommends to reject the sole bid, which was submitted by Saenz Utility Contractors.

Please be advised that Hidalgo County Precinct 4 concurs with this recommendation to reject said bid and to re-bid as stated in Mr. Sesin's letter.

Should you have any questions or require additional information feel free to contact me at (956)383-3112

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

September 13, 2010

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, TX 78542

Re: Faysville Pump Station Drainage Improvements Project
Bid No. 5209-94-0309-5000-9400-UCP-ML2

Dear Commissioner Garza:

A bid was received and opened for the Faysville Pump Station Drainage Improvements Project Bid No. 5209-94-0309-5000-9400-UCP-ML2 on August 4, 2010. Only one bid was received from Saenz Utility Contractors with a base bid of $317,829.00, Add Addendum No. 1 bid of $20,232.00 and Add Addendum No. 2 of $24,000.00. Attached is a copy of the bid tabulation for your review.

This project involves the installation of a complete storm pump station along with a metal building as housing and a storm pipe system that will convey storm water to the pump station.

Due to the fact that only one bid was submitted, we recommend to reject the bid by Saenz Utility Contractors and re-bid this project in a way that it will attract more contractors. We are proposing to re-bid in a format that a contractor can bid on the whole project and also only on a portion of it. We are currently working on the re-bid format and will submit the re-bid form to Hidalgo County Urban County Department shortly.

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

Thank You.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

Raul E. Sesin, P.E., CFM
Planning Administrator

C: Tony Barco, Deputy Director, Hidalgo County Urban County Program

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

September 13, 2010

Commissioner Oscar L. Garza, Jr.
Hidalgo County Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, TX 78542

Re: Faysville Pump Station Drainage Improvements Project
Bid No. 5209-94-0309-5000-9400-UCP-ML2

Dear Commissioner Garza:

A bid was received and opened for the Faysville Pump Station Drainage Improvements Project Bid No. 5209-94-0309-5000-9400-UCP-ML2 on August 4, 2010. Only one bid was received from Saenz Utility Contractors with a base bid of $317,829.00, Add Addendum No. 1 bid of $20,232.00 and Add Addendum No. 2 of $24,000.00. Attached is a copy of the bid tabulation for your review.

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

Thank You.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

Raul E. Sesin, P.E., CFM
Planning Administrator

C: Tony Barco, Deputy Director, Hidalgo County Urban County Program

BID COMPARISON
HIDALGO COUNTY PRECINCT NO. 4
PROJECT #5209-94-0309-5000-9400-UCP-ML2
FAYSVILLE PUMP STATION DRAINAGE IMPROVEMENT PROJECT

BASE BID					SAENZ UTILITY CONTRACTORS				
	DESCRIPTION	QTY.			UNIT PRICE				TOTAL BID PRICE
1.	COMPLETE STORM WATER PUMP/LIFT STATION	1	LS	@	$ 195,000.00	=	$	195,000.00
2.	18" REINFORCED CONCRETE PIPE-RJ CL III STORM DRAIN PIPE	166	LF	@	$ 36.00	=	$	5,976.00
3.	10" PVC STORM DRAIN PIPE	184	LF	@	$ 26.00	=	$	4,784.00
4.	PRECAST HEADWALL	3	EA	@	$ 2,450.00	=	$	7,350.00
5.	JUNCTION BOX WITH MANHOLE TOP	2	EA	@	$ 7,500.00	=	$	15,000.00
6.	JUNCTION BOX WITH MANHOLE TOP & 18" SLIDE GATE ASSEMBLY	1	EA	@	$ 38,000.00	=	$	38,000.00
7.	6" DIAMETER x 48" TALL STEEL BOLLARD	4	EA	@	$ 850.00	=	$	3,400.00
8.	10' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR	26	SY	@	$ 125.00	=	$	3,250.00
9.	TRAFFIC CONTROL	1	LS	@	$ 2,500.00	=	$	2,500.00
10.	TRENCH PROTECTION	187	LF	@	$ 2.00	=	$	374.00
11.	GRAVEL BEDDING & BACKFILL FOR STORM DRAIN PIPES AS PER PLAN DETAILS	187	LF	@	$ 10.00	=	$	1,870.00
12.	TEMPORARY SEDIMENT CONTROL FENCE	1	LS	@	$ 2,500.00	=	$	2,500.00
13.	6' COMMERCIAL GRADE CHAINLINK FENCE	875	LF	@	$ 25.00	=	$	21,875.00
14.	6' COMMERCIAL GRADE CHAINLINK 12' WIDE GATE	2	EA	@	$ 1,200.00	=	$	2,400.00
15.	GRATE COVER (FOR TYPE "C" INLET)	1	EA	@	$ 2,500.00	=	$	2,500.00
16.	REMOVE 16 LF OF EXISTING 18" STORM DRAIN PIPE	1	LS	@	$ 550.00	=	$	550.00
17.	RE-GRADE OF ROADSIDE DITCH & BUILD-UP AREA WITH FILL TO FINISH FLAT GRADE FOR JUNCTION BOX & GATE WHEEL	1	LS	@	$ 10,500.00	=	$	10,500.00
					TOTAL	**=**	**$**	**317,829.00**
ADDENDUM #1 BID								
1.	15" C900 DR18 PVC FORCE MAIN DRAIN PIPE	133	LF	@	$ 36.00	=	$	4,788.00
2.	24" BORE & STEEL CASING	25	LF	@	$ 250.00	=	$	6,250.00
3.	15" PVC 45 DEG ELBOW WITH CONCRETE COLLAR	2	EA	@	$ 789.00	=	$	1,578.00

BID COMPARISON
HIDALGO COUNTY PRECINCT NO. 4
PROJECT #5209-94-0309-5000-9400-UCP-ML2
FAYSVILLE PUMP STATION DRAINAGE IMPROVEMENT PROJECT

	DESCRIPTION	QTY.			UNIT PRICE		TOTAL BID PRICE
4.	15" PVC 90 DEG ELBOW WITH CONCRETE COLLAR	1	EA	@	$ 850.00	=	$ 850.00
5.	15" PVC 90 DEG ELBOW TO CONNECT TO 15"x12" CAST IRON REDUCER AT PUMP/LIFT STATION TOP	1	EA	@	$ 950.00	=	$ 950.00
6.	TRENCH PROTECTION	133	LF	@	$ 2.00	=	$ 266.00
7.	15' WIDE ASPHALT OPEN-CUT, PATCH, & REPAIR AT FRONTAGE ROAD	37	SY	@	$ 150.00	=	$ 5,550.00
					TOTAL		$ 20,232.00
ADDENDUM #2 BID							
1	COMPLETE PUMP/LIFT STATION METAL BUILDING TO BE CONSTRUCTED TO MEET 105 MPH WIND LOAD. (INCLUDING CONCRETE FOUNDATION, OVERHEAD DOOR, REGULAR ACCESS DOOR, & ROOF VENTS.)	1	LS	@	$ 24,000.00	=	$ 24,000.00
					TOTAL	=	$ 24,000.00
					BASE BID TOTAL		**$ 317,829.00**
					ADDENDUM NO. 1 TOTAL		**$ 20,232.00**
					ADDENDUM NO. 2 TOTAL		**$ 24,000.00**
	GRAND TOTAL FOR BID INCLUDING ADDENDUM NO. 1 & 2						**$ 362,061.00**

Monica Leal

From: Nora D Cavazos [nora.cavazos@hchd.org]
Sent: Monday, September 13, 2010 2:58 PM
To: gloria.beltran@co.hidalgo.tx.us
Cc: mleal@bizrgv.rr.com; 'Bernardo Chapa'; raul.sesin@co.hidalgo.tx.us
Subject: Faysville Pump Station Drainage Improvements
Attachments: Faysville Pump Reject of Bid;9-13-10.pdf; Faysville Pump Station Comparison 8-4-10.pdf; ATT00026.txt

Good Afternoon,

Attached please find the Rejection of Bids letter for the Faysville Pump Station Drainage Improvement Project.

If you should have any questions, please contact Mr. Sesin at (956) 566-1974.

Thank You,

Nora D. Cavazos
Administrative Assistant III
Hidalgo County Planning Department
(956)318-2840


Please refrain from printing this email unless completely necessary. Go Green!

Monica Leal

From: Nora D Cavazos [nora.cavazos@hchd.org]
Sent: Monday, September 13, 2010 2:58 PM
To: gloria.beltran@co.hidalgo.tx.us
Cc: mleal@bizrgv.rr.com; 'Bernardo Chapa'; raul.sesin@co.hidalgo.tx.us
Subject: Faysville Pump Station Drainage Improvements
Attachments: Faysville Pump Reject of Bid;9-13-10.pdf; Faysville Pump Station Comparison 8-4-10.pdf; ATT00026.txt

Good Afternoon,

Attached please find the Rejection of Bids letter for the Faysville Pump Station Drainage Improvement Project.

If you should have any questions, please contact Mr. Sesin at (956) 566-1974.

Thank You,

Nora D. Cavazos
Administrative Assistant III
Hidalgo County Planning Department
(956)318-2840



AI-23106 **20.I.**

Disaster Recovery funding (Round Two)

CC REGULAR

Date:	09/28/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

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

2. Discussion, consideration and action to allocate Round Two TDRA Funds to the Hidalgo County Precincts One (1), Two (2), Three (3) and Four (4) in the amount of $26,220,884.00.

3. Discussion, consideration and action on submittal of Round Two Supplemental Disaster Recovery Fund Non-Housing application as funded by the State of Texas, Texas Department of Rural Affairs (TDRA).

BACKGROUND

The County of Hidalgo was eligible to receive $26,220,884.00 for Round Two Supplemental Disaster Recovery Fund for non-housing projects that were affected by Hurricane Dolly. The projects to be funded either failed to function as designed or were damaged by Hurricane Dolly.

Fiscal Impact

Attachments

Link: LRGVDC

Link: LRGVDC

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:51 PM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 02:15 PM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber — Started On: 09/21/2010 04:36 PM

Final Approval Date: 09/24/2010

LRGVDC HURRICANE DOLLY NON-HOUSING CATEGORY DISASTER FUNDING FROM HUD PARTIAL MOD - 1ST PHASE

LRGVDC HURRICANE DOLLY NON-HOUSING CATEGORY DISASTER FUNDING FROM HUD PRIORITY RECOMMENDATIONS FOR NON-HOUSING DRAINANGE PROJECTS						
PRIORITIES	**PROJECT DESCRIPTION**	**COUNTY**	**PROJECT COSTS**	**PARTIAL FUNDING AVAILABLE 1ST PHASE**	**PARTIAL FUNDING 2ND PHASE**	**LMI %**
1	Repair Weirs/& Bridges and Bank Erosion & connecting laterals	HIDALGO/WILLACY	$ 14,834,290.00	$ 10,334,290.00	4,500,000.00	58.03%
2	Raymondville Drain & Connecting Laterals	WILLACY	$ 3,162,500.00	$ 3,162,500.00		63.47%
3	Drain "A" Widening & connecting laterals	CAMERON	$ 2,825,500.00	$ 2,825,500.00		54.05%
4	Tio Cano/Tamm Lane/Southwest Drain (include Santa Rosa Municipal connections approximately $500,000.)	CAMERON	$ 18,974,242.00	$ 18,974,242.00		51.14%
5	Peñitas' Drain	HIDALGO	$ 4,674,450.00	$ 4,674,450.00		57.01%
6	South Fork Drain	HIDALGO	$ 4,166,252.00	$ 4,166,252.00		84.60%
7	Pharr - McAllen South Drain	HIDALGO	$ 1,031,581.00	$ 1,031,581.00		51.79%
8	Connection Between Municipal Communities & Drainage	CAMERON	$3,000,000.00	$3,000,000.00		52.17%
9	Delta Area Connector & connecting laterals	HIDALGO	$ 5,236,790.00	$ 5,236,790.00		71.47%
10	East Line Drain & Relief	CAMERON	$ 4,798,401.00	$ 4,798,401.00		61.85%
11	J-09 Channel Project	HIDALGO	$ 11,502,228.00	$ 777,521.00		60.53%
12	East Lateral Improvements (3 Counties)	3 COUNTIES	$ 17,915,479.00	$ - 0 -		73.65%
13	Rancho Grande South	CAMERON	$ 9,071,211.00	$ - 0 -		54.96%
14	Hardin Ranch Drain	CAMERON	$ 1,300,000.00	$ - 0 -		52.46%
15	San Benito Laterals	CAMERON	$ 3,125,000.00	$ - 0 -		65.00%
	TOTAL REGIONAL COSTS:		**$ 90,783,634.00**	$ 58,981,527.00		

$2,238,725. will be allocated to housing to initiate the request for proposal process and to hire lrgvdc staff for a total of $61,220,252. for 1st Phase Funding.

LRGVDC HURRICANE DOLLY NON-HOUSING CATEGORY DISASTER FUNDING FROM HUD PARTIAL MOD - 1ST PHASE

LRGVDC HURRICANE DOLLY NON-HOUSING CATEGORY DISASTER FUNDING FROM HUD PRIORITY RECOMMENDATIONS FOR NON-HOUSING DRAINANGE PROJECTS						
PRIORITIES	**PROJECT DESCRIPTION**	**COUNTY**	**PROJECT COSTS**	**PARTIAL FUNDING AVAILABLE 1ST PHASE**	**PARTIAL FUNDING 2ND PHASE**	**LMI %**
1	Repair Weirs/& Bridges and Bank Erosion & connecting laterals	HIDALGO/WILLACY	$ 14,834,290.00	$ 10,334,290.00	4,500,000.00	58.03%
2	Raymondville Drain & Connecting Laterals	WILLACY	$ 3,162,500.00	$ 3,162,500.00		63.47%
3	Drain "A" Widening & connecting laterals	CAMERON	$ 2,825,500.00	$ 2,825,500.00		54.05%
4	Tio Cano/Tamm Lane/Southwest Drain (include Santa Rosa Municipal connections approximately $500,000.)	CAMERON	$ 18,974,242.00	$ 18,974,242.00		51.14%
5	Peñitas' Drain	HIDALGO	$ 4,674,450.00	$ 4,674,450.00		57.01%
6	South Fork Drain	HIDALGO	$ 4,166,252.00	$ 4,166,252.00		84.60%
7	Pharr - McAllen South Drain	HIDALGO	$ 1,031,581.00	$ 1,031,581.00		51.79%
8	Connection Between Municipal Communities & Drainage	CAMERON	$3,000,000.00	$3,000,000.00		52.17%
9	Delta Area Connector & connecting laterals	HIDALGO	$ 5,236,790.00	$ 5,236,790.00		71.47%
10	East Line Drain & Relief	CAMERON	$ 4,798,401.00	$ 4,798,401.00		61.85%
11	J-09 Channel Project	HIDALGO	$ 11,502,228.00	$ 777,521.00		60.53%
12	East Lateral Improvements (3 Counties)	3 COUNTIES	$ 17,915,479.00	$ - 0 -		73.65%
13	Rancho Grande South	CAMERON	$ 9,071,211.00	$ - 0 -		54.96%
14	Hardin Ranch Drain	CAMERON	$ 1,300,000.00	$ - 0 -		52.46%
15	San Benito Laterals	CAMERON	$ 3,125,000.00	$ - 0 -		65.00%
	TOTAL REGIONAL COSTS:		**$ 90,783,634.00**	$ 58,981,527.00		

$2,238,725. will be allocated to housing to initiate the request for proposal process and to hire lrgvdc staff for a total of $61,220,252. for 1st Phase Funding.

APPLICATION FOR TxCDBG ASSISTANCE

OMB Approval No.0348-004J

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

5. APPLICANT INFORMATION:

Legal Name: COUNTY OF HIDALGO, TEXAS	Organizational Unit: Hidalgo County
Address (City, County, State, and Zip Code) of applicant: HIDALGO COUNTY 100 EAST CANO 2ND FLOOR P.O. BOX 1356 EDINBURG, TEXAS 78540	Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and e-mail address of applicant preparer: DIANA R. SERNA, EXECUTIVE DIRECTOR HIDALGO COUNTY-URBAN COUNTY PROGRAM 1916 TESORO BLVD. PHARR, TX 78577 (drserna@bizrgv.rr.com)
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000717	6a. DUNS NUMBER: 103110834
7. TYPE OF APPLICANT: ☐ A. Municipal ☒ B. County	8. TYPE OF APPLICATION: ☒ New ☐ Continuation ☐ Revision
9. NAME OF FEDERAL / STATE AGENCY: Texas Department of Rural Affairs	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-228 Title: Texas Community Development Block Grant Program (TxCDBG)
11. PROJECT TYPE: Flood and Drainage Improvements	11a. TYPE OF APPLICATION: Community Development Fund
12. TARGET AREA(S) AFFECTED BY THE PROJECT: Pct. 1-Delta Area Connector & Connecting Laterals, Pct. 2-South Fork Drain & Pharr-McAllen South Drain, Pct. No. 3 - PEÑITAS DRAIN, , Pct. 4- J-09 Channel Project & Repairs, and Repair Weirs & (Willacy & Hidalgo Co.) Bridges and Bank Erosion & Connecting Laterals	13. APPLICANT'S FISCAL YEAR: Beginning Date: Jan 1, 2010 Ending Date: Dec 31, 2010
14. CONGRESSIONAL DISTRICTS:	Representative: 15 Senate: TX Congress: 111

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS
A. TxCDBG REQUEST:	$26,220,884.00	☐ Yes the preapplication / application was made available to the State Executive Order 12372 process for review on:
B. FEDERAL:	$0.00	Date:
C. STATE:	$0.00	☒ No
D. APPLICANT:	$0.00	☐ Program is not covered by E.O. 12372 -OR-
E. LOCAL:	$0.00	☐ Program has not been selected by the State for review
F. OTHER:	$0.00	
G. TOTAL:	**$26,220,884.00**	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

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

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

a. Typed Name of the Applicant's Authorized Representative:	b. Title of the Applicant's Authorized Representative:	c. Telephone Number
RENE A. RAMIREZ	HIDALGO COUNTY JUDGE	+1 (956) 318-2600
d. Signature of the Applicant's Authorized Representative:		Date/Time Field 10/01/2010

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

AI-23103 **20.J.**

Engineering Service contract Amendment

CC REGULAR

Date:	09/28/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of an Amendment to a Professional Engineering Service contract with Halff & Associates, to increase the contract amount of $34,500.00 by $4,000.00 for a total amount of $38,500.00. The City of Progreso will utilize FY 2010 (Year 23) Street Improvements funds.

BACKGROUND

The Urban County Program is requesting approval of amendment to a professional services contract approved on November 10, 2003. The original contract amount of $34,500.00 included the engineering services for a total of eleven (11) streets to be improved. The project was bid out in 2004, however, due to budgetary constraints the city opted to bid out only five (5) of the streets. The city now has additional 2010 funds that have been allocated for project completion of the remaining six (6) streets. (See attached increase certification submitted by Halff & Associates and agreed upon by the UCP.)

Original Contract Amount:	$ 34,500.00
Additional Amended Contract:	$ 4,000.00
New Contract Amount:	$ 38,500.00

Funds Available: $334,011.00 (FY 23- 2010)
City of Progreso Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed amendment will utilize Urban County Year 23 (2010) City of Progreso Street Improvement funds. Budget increase of $4,000.00 to proposed amendment.

Attachments

Link: Amended Contract

Link: Halff & Associates Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:52 AM	APRV
2	Perla Lopez	Perla Lopez	09/23/2010 11:19 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Estella Webber

Started On: 09/21/2010 03:17 PM

Final Approval Date: 09/24/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5010-65-0311-5000-6500

AMENDED
Professional Services Agreement

This Agreement, entered into this **28th day of September, 2010** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Progreso,** (hereinafter called the "Party") and **Halff & Associates, Inc.** duly authorized Engineer, herein acting by **Robert L. Saenz** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements** Account(s) **5010- 65-0311-5000-6500.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

1. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Progreso** four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$38,500.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND **CITY OFFICIALS**

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **_28th day of September, 2010.** Such date being the date of the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2010.

_____

Engineer's Signature

Firm Name: **Halff & Associates, Inc.**

Address: **5000 West Military Highway , Suite 100**

City/ST/ZIP: **McAllen, Texas 78503**

FED ID #ISS #: **_75-1308699_**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

HALFF

September 17, 2010
AVO 21918

Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Attn: Mr. Tony Barco, Compliance Division Manager

RE: Revised proposal for Professional Services

Dear Mr. Barco:

Halff Associates understands that the final street improvements for the City of Progresso are vital. For this reason, even though we are disappointed with the denial of our original proposal for $8,000 to finish out the project, we want to provide the City of Progresso with professional services and except your offer of $4,000 to finalize the project.

We are glad that this issue has been resolved amicably and look forward to providing Urban County with the final construction documents necessary for completing the City of Progresso Street Improvements Project. If you have any questions or concerns please let us know.

Sincerely,

HALFF ASSOCIATES, INC.

Robert L. Saenz, PE, CFM
Vice President

HALFF ASSOCIATES, INC.
5000 WEST MILITARY HIGHWAY SUITE 100
McALLEN, TX 78503-7446
TEL (956) 664-0286
FAX (956) 664-0282
WWW.HALFF.COM

AI-23124 **21.A.**

Planning Department

CC REGULAR

Date:	09/28/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat:
   a. Riviera Ranches Phase I Subdivision – Pct. 1 (Richard Garza)

2. Discussion and Possible Action regarding submittal of two “Identification of Colonia” forms to the Texas Water Development Board.

BACKGROUND

Fiscal Impact

Attachments

Link: Riviera Ranches Ph I; Preliminary

Link: Riviera Ranches Ph I; Plat

Link: 15 1/2 North & FM 491

Link: Garzas de Capisallo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 01:53 PM	APRV
2	Olga Garza	Olga Garza	09/23/2010 10:26 AM	APRV
3	Auditor's Office		09/24/2010 05:10 PM	NEW
Form Started By: Nora Cavazos			Started On: 09/22/2010 10:58 AM	
Final Approval Date: 09/24/2010				

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Rene Ramirez
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: September 28, 2010

RE: **Riviera Ranches Phase I Subdivision – Pct. 1**
Preliminary Approval

Riviera Ranches is a twenty seven (27) lot subdivision located on the West side of Valverde Road approximately 853 feet North of Moore Road

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 1, 2010. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty five (45) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Valverde Road that will serve as the primary source of water for the proposed development.

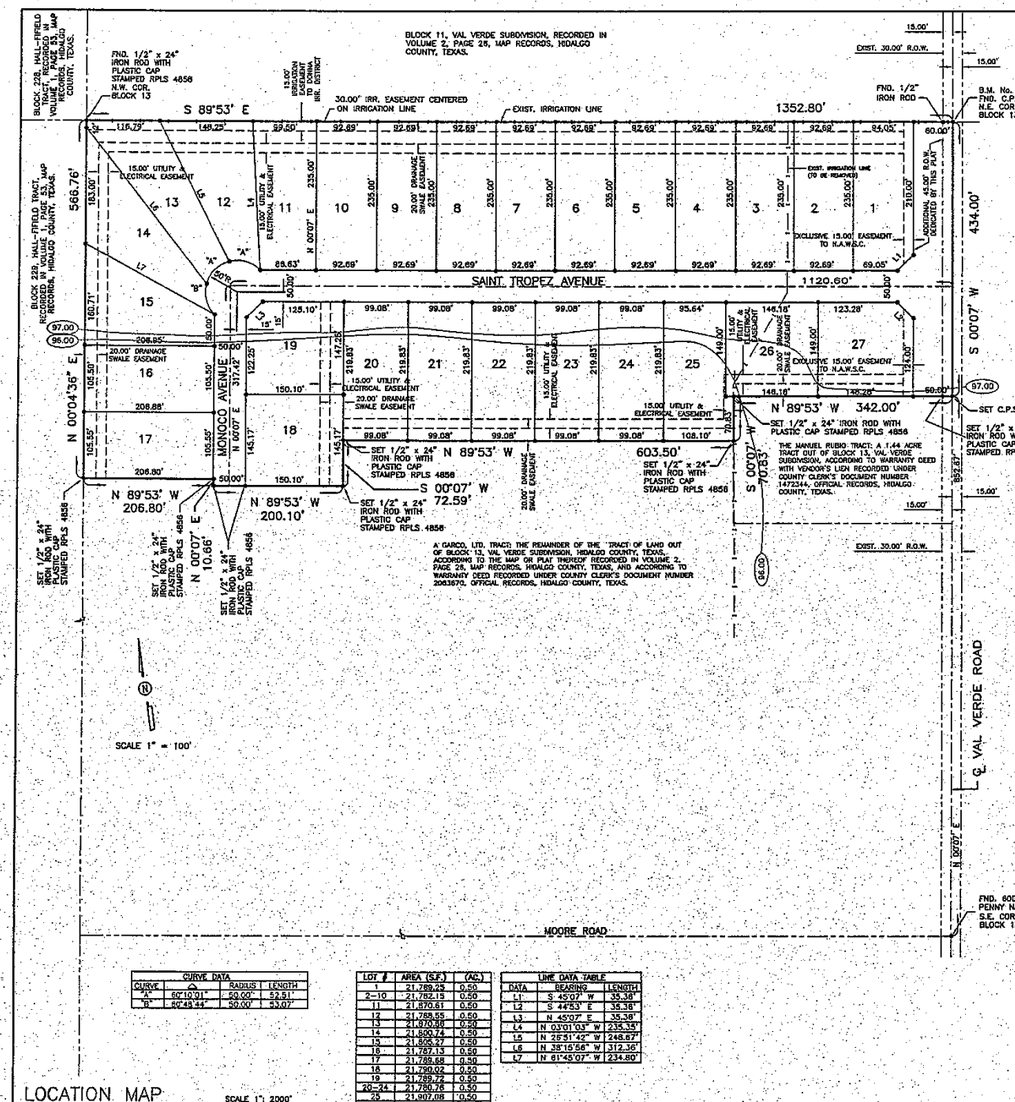
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **September 21, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Riviera Ranches Phase I 1st Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		09-14-10	JRT
A	**1ST SHEET COMMENTS:** As per the 15' irrigation easement notation; please provide name or irrigation district and use the words "dedicated by this plat"		
B	As per the 30' irrigation easement notation; Is there an existing 15' irrigation easement north of the property line? Please clarify this concern.		
C	Label the P.O.B. on drawing.		
D	Review approval from the L.R.G.V.D.C. (911 Dept.) is required for the proposed street names. Please send me a copy of the plat on PDF via email.		
E	Submit a copy of the plat to the nearest US Post office of this subdivision. Approval review memo is required from the post master recommending the location of the centralize mailboxes unit.		
F	Please state the distance going north from the intersection of Moore Rd and Val Verde Rd to the location of the subdivision property.		
G	Describe the Hidalgo County Assistant Chief Inspector certification on the index to sheet one.		
H	PLAT NOTES: 3] Specify that **ONLY** one single family residence will be allowed per lot and not commercial use. 4] Correct plat note, words are being repeated. 5] Provide a 2nd BM on a disk set on concrete within the subdivision. 6] Provide detention calculations		
I	**2ND SHEET COMMENTS:** Provide flange elevation for all proposed fire hydrants.		
J	Please correct and complete the water and OSSF engineering report prior to 2nd review or final original submittal.		
K	Verify that the subdivider certification and statement coincide with the OSSF engineering report.		
L	HC.R.O.W. utility crossing permit will be required for the water line crossing Val Verde Rd.		
M	**3RD SHEET COMMENTS:** Please extend topography elevation 500 feet from subdivision boundary lines.		
N	Show natural water flow arrows on drawing layout.		
O	Please verify the flow elevations for the drainage detention swales along lots 18 through 20; they appear to be higher than the top of the curb elevation of the street.		
P	Provide flow elevations for the proposed swales along the rear lot line of lots 26 and 27.		
Q	Please dimension and label the existing pavement width for Val Verde Rd.		
R	Label for contractor to remove all the existing trees outside Val Verde Road right of way.		
S	Please correct the explanation of flood zone designation on the engineer certification of the drainage report.		
	Please forward a sample warranty deed that the developer shall be utilizing to convey lots within this subdivision. The sample deed shall include the restriction *"No more than one single family detached dwelling per lot"* as a reservation from and exception to conveyance warranty.		



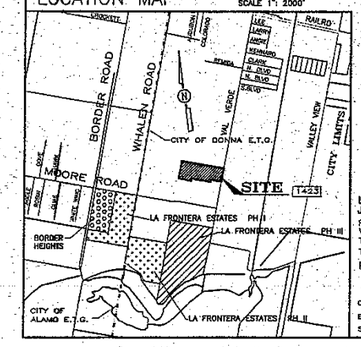
CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	90°10'01"	50.00'	52.51'
"B"	90°45'44"	50.00'	53.07'

LOT #	AREA (S.F.)	(AC.)
1	21,789.25	0.50
2-10	21,782.13	0.50
11	21,870.61	0.50
12	21,789.55	0.50
13	21,810.89	0.50
14	21,800.74	0.50
15	21,805.27	0.50
16	21,787.13	0.50
17	21,789.68	0.50
18	21,790.02	0.50
19	21,789.72	0.50
20-24	21,780.78	0.50
25	21,807.08	0.50
26	21,780.82	0.50
27	21,781.22	0.50

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°07' W	35.38'
L2	S 44°53' E	35.38'
L3	N 45°07' E	35.38'
L4	N 03°01'03" W	235.35'
L5	N 25°51'42" W	248.67'
L6	N 38°15'56" W	312.36'
L7	N 61°45'07" W	234.80'

LOCATION MAP

SCALE 1" = 2000'



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA RANCHES PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR. DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA RANCHES PHASE I SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RIVIERA RANCHES PHASE I, IS LOCATED IN SOUTH HIDALGO COUNTY ON THE NORTHWEST CORNER OF THE INTERSECTION OF MOORE ROAD AND VAL VERDE ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,646), RIVIERA RANCHES PHASE I, LIES APPROXIMATELY 0.68 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021, AND LIES IN PCT. No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956) 383-6295	(956) 381-1198
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956) 381-0527

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING).

COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

2.- SETBACKS:

FRONT	25.00 FEET
REAR	35.00 FEET
SIDE	7.00 FEET
CORNER SIDE	10.00 FEET
CUL-DE-SAC	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HIDALGO COUNTY, APPROVAL)...APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP CENTERLINE OF STREET, CENTERLINE OF PAVEMENT, OR 15" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1= ELEV. 97.61 LOCATED ON COTTON PICKER SPINDLE FOUND ON THE NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC FEET (_____ ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY; A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

RICHARD A. GARZA, PRESIDENT
PRESIDENT OF GARCO MANAGEMENT, L.L.C. THE OWNER & SUBDIVIDER OF RIVIERA RANCHES PHASE I

8.- RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

10.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.- EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.- LEGEND •= DENOTES 1/2"x 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858 UNLESS OTHERWISE NOTED

14.- NO ACCESS ALLOWED ONTO LOTS 1 AND 27 FROM VALVERDE ROAD.

15.- DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES.

16.- ALL LOTS IN RIVIERA RANCHES PHASE I ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN RIVIERA RANCHES PHASE I, TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF RIVIERA RANCHES PHASE I, AND/OR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING RIVIERA RANCHES PHASE I BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN RIVIERA RANCHES PHASE I, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN RIVIERA RANCHES PHASE I ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

INDEX TO SHEETS

SHEET 1.- HEADING INCLD. LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; INDEX NO.1 AND DONNA IRR. DIST. CERTIFICATION; H.A.W.S.C. R.O.W. EASEMENT REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

SUBDIVISION PLAT OF:

RIVIERA RANCHES PHASE I

A 15.75 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 15.75 ACRE TRACT OF LAND OUT OF BLOCK 13, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2063670, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF VAL VERDE ROAD FOR THE NORTHEAST CORNER OF BLOCK 13 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°07' W, ALONG THE EAST LINE OF BLOCK 13 AND THE CENTERLINE OF VAL VERDE ROAD, A DISTANCE OF 434.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST OF THE MANUEL RUBIO TRACT (A 1.44 ACRE TRACT OUT OF BLOCK 13, VAL VERDE SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1472344, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°53' W, ALONG THE NORTH LINE OF THE MANUEL RUBIO TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 15.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 342.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE NORTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 00°07' W, ALONG THE WEST LINE OF THE MANUEL RUBIO TRACT, A DISTANCE OF 70.63 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 89°53' W, A DISTANCE OF 603.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 00°07' W, A DISTANCE OF 72.59 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 89°53' W, A DISTANCE OF 200.10 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 00°07' E, A DISTANCE OF 10.66 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 89°53' W, A DISTANCE OF 206.80 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET ON THE WEST LINE OF BLOCK 13 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°04'36" E, ALONG THE WEST LINE OF BLOCK 13, A DISTANCE OF 566.76 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4858 FOUND FOR THE NORTHWEST CORNER OF BLOCK 13 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°53' E, ALONG THE NORTH LINE OF BLOCK 13, PASSING A 1/2" IRON ROD FOUND AT 1,337.50 FEET FOR THE WEST RIGHT OF WAY LINE OF VAL VERDE ROAD, A TOTAL DISTANCE OF 1,352.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.75 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH FRONTERA ESTATES PHASE II, RECORDED IN VOLUME 54, PAGES 197-198, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4858

12-22-2009
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' is width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 9th day of September 2010

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), GARCO, Ltd., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH ITS GENERAL PARTNER, GARCO MANAGEMENT, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ACTING BY ITS PRESIDENT, RICHARD A. GARZA, AS OWNER OF THE 15.75 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RIVIERA RANCHES PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

09/14/2010
DATE

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO,, Ltd. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 14th day of SEPTEMBER 2010

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

LILIA A. QUINTANILLA-Notary Public

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

WE THE UNDERSIGNED CERTIFY that this plat of the RIVIERA RANCHES PHASE I was reviewed and approved by the Hidalgo County Commissioners Court on _____.

_____ _____
ATTEST: Hidalgo County Judge date

_____ _____
Hidalgo County Clerk date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS _____ DAY OF _____ 20____.

_____ _____ _____ _____
PRESIDENT DATE SECRETARY DATE

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

_____ _____
CHAIRMAN PLANNING COMMISSION DATE

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

_____ _____
MAYOR CITY CLERK

_____
DATE

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 85534

9-14-10
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

REVISION NOTES

No.	Made	REMARKS	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
REGISTRATION NUMBER F-1513

FILENAME=I:\DATA\SUBDIVS\DONNA\RIVIERA RANCHES SUBDIVISION PH I\RIVIERA-PLAT PH I			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
12-22-2009	LDM		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 1 OF 3 SHEETS

IDENTIFICATION OF COLONIA

Please complete one (1) form for each community. Please attach a map showing location, and boundaries as available.

A. Colonia Identification

Community/Colonia Name 15 1/2 North/F.M. 491 County: Hidalgo

Nearest City: La Villa, Texas Population Estimate: 150 +

Cross Streets/Directions from nearest City/Metes and Bounds:
15 1/2 North and F.M. 491 on the Northeast corner. Metes and Bounds on attached aerial.

B. Water Supply Problems (check or identify)

Community System X Privately Owned Wells ___ Other (specify) Irrigation Canal Water

If by a water system, identify which one: N/A

What best characterizes water supply problems? ___ No Water Problems X No Water Available X Poor Quality (___ odor, ___ taste) X Insufficient Quantity (___ all times, ___ am, ___ pm) X Other: non-potable water in some areas

Closest water provider, if known: North Alamo Water Supply Cooperation
Comments: NAWSC service area and we need water main lines along two Roads-Low income areas

C. Wastewater Problems (check or identify)

Public System ___ Private Septic Tanks X Other (specify) ___

If by public system, please identify: ___

Please describe wastewater problems: Some homes may not have adequate septic tank systems, some may have cesspools, or may have surface applied waste water

What is the likely solution? (Check those that apply) ___ New Treatment & Collection System X Upgrade Existing Systems ___ Collection /Treatment By Other Entity (Identify: ___) ___ Don't Know

Mapped or Platted? (Yes/No) Mapped: Yes Platted No(See attached exhibit)
Plat Recorded? (Yes/No) No Date Plat Recorded N/A
Plat Volume: N/A Plat Page: N/A
Number of Lots: 62 Number of Occupied Lots: 38
% Occupied Lots with Public Water Supply 66% % Occupied Lots with Potable Water Wells 0%
% Occupied Lots with Sewer Service 0% % Occupied Lots with Septic 100%
% Non-Sewered Lots Suitable for Septic Service.. 100%
Financial Guarantee or Means for Water/Wastewater Construction ○ Yes ○ No ○ Self-Help
Other Problems: ___ drainage X unpaved roads ___ bad roads ___ electric service ___ Other: (specify) ___

Please return to:
Bill Allen
Texas Water Development Board
1700 N Congress
Austin, Tx 78711-3231

IDENTIFICATION OF COLONIA

Please complete one (1) form for each community. Please attach a map showing location, and boundaries as available.

A. Colonia Identification

Community/Colonia Name Garzas de Capisallo County: Hidalgo

Nearest City: La Villa Population Estimate: 24+

Cross Streets/Directions from nearest City/Metes and Bounds:
Mile 17 1/2 North Road on the South side. Being approximately 3,300 L.F. East of FM 491 and Being approximately 1,400 L.F. West of the North Floodway Levee and located North of La Villa, Tx.

B. Water Supply Problems (check or identify)

Community System ____ Privately Owned Wells ____ Other (specify) Irrigation Canal Water

If by a water system, identify which one: _____

What best characterizes water supply problems? __ No Water Problems X No Water Available X Poor Quality (__ odor, ___taste) X Insufficient Quantity (__ all times, ___ am, ___pm) X Other: non-potable water

Closest water provider, if known: North Alamo Water Supply Corp.
Comments: Residents in this colonia utilize irrigation canal water which is non-potable and which is unavailable at times when farmers are irrigating crops in the area.

C. Wastewater Problems (check or identify)

Public System ____ Private Septic Tanks X Other (specify) _____

If by public system, please identify: _____

Please describe wastewater problems: At times when water availability is not present the wastewater systems are also non-operational.

What is the likely solution? (Check those that apply) __ New Treatment & Collection System __ Upgrade Existing Systems __ Collection /Treatment By Other Entity (Identify: _____) __ Don't Know

Mapped or Platted? (Yes/No) Mapped: Yes Platted No (See attached Exhibit)
Plat Recorded? (Yes/No) No Date Plat Recorded N/A
Plat Volume: N/A Plat Page: N/A
Number of Lots: 9 Number of Occupied Lots: 6
% Occupied Lots with Public Water Supply -0- % Occupied Lots with Potable Water Wells -0-
% Occupied Lots with Sewer Service -0- % Occupied Lots with Septic 100%
% Non-Sewered Lots Suitable for Septic Service.. 100%
Financial Guarantee or Means for Water/Wastewater Construction ⓟ Yes ⓟ No ⓟ Self-Help
Other Problems: X drainage X unpaved roads __ bad roads __ electric service
__ Other: (specify) _____

Please return to:
Bill Allen
Texas Water Development Board
1700 N Congress
Austin, Tx 78711-3231

AI-23153 **22.A.**

2010 - Lease Service Contract - Edinburg Consolidated Independent School District

CC REGULAR

Date:	09/28/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

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

BACKGROUND

Two (2) originals - Contract for Lease Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: 2010 - Edinburg CISD - November 2, 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/24/2010 09:08 AM	APRV
2	Budget & Management	Sylvia Solis	09/24/2010 09:28 AM	APRV
3	Roland Garcia	Rolando Garcia	09/24/2010 02:28 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Sandra Aguirre Started On: 09/22/2010 03:50 PM

Final Approval Date: 09/24/2010

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

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

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 2, 2010 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

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

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

NOW, THEREFORE, it is hereby agreed as follows:

Article I. PURPOSE

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

Article II. SERVICES

Section 2.01 ADMINISTRATOR agrees to provide to THE ENTITY the following general services:

(A) Procure, provide, prepare, program and distribute adequate election equipment, and transport equipment to and from the polling locations, including Early Voting substations and Election Day, for THE ENTITY;
(B) Distribute the lists of registered voters to be used in conducting the election, provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and
(C) Provide information for election officers.

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

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

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

Article V. TERM

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

Article VI. COST OF SERVICE AND BILLING

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

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballot style(s) and request for change of programmed ballot at an additional cost; Additional charge per ballot style as required and charge is established per level of modification needed for programmed ballot change request;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.; and
(E) The amount of $150.00 leasing fee for each iVotronic
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel;
(H) A Charge of $17.50 for each CD requested for mail-in ballot voter list(s).

Section 6.02 Early Voting Electronic Poll Book:

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

Section 6.03 The printing cost of poll book(s) as set by the Elections Department.

Section 6.04 Training for Judges/Clerks shall be at no cost to entity when scheduled at prescribed Election Department times. Should on-site, non-scheduled iVotronic training be required, a charge of $100.00 for two (2) trainers will be incurred.

Section 6.05 If optional supplies are requested by ENTITY, fees will be charged in accordance with third party vendors' invoices.

Section 6.06 As prescribed by the Election Code, Section 31.100(d), a ten percent (10%) administrative fee of the total amount of the estimated service contract shall be charged. This 10% estimated administrative fee shall be paid and returned with the signed contract.

Section 6.07 Full payment of balance due, including the 10% of the administrative fee, shall be made by THE ENTITY within 30 days after receiving a final, itemized invoice from ADMINISTRATOR after calculations are finalized. Final payment shall be made by check payable to the Hidalgo County Elections Administrator.

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

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

Mario H. Salinas, Assistant Superintendent
P.O. Box Drawer 990
Edinburg, TX 78540

Section 6.08 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

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

Article VIII. GENERAL PROVISIONS

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

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

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

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

SIGNED this _____ day of _____, 2010

ELECTION ADMINISTRATOR

BY: _____

YVONNE RAMÓN

BY: Edinburg Consolidated Independent School District

NAME OF LEASING ENTITY

BY: _____

PRINT: Omar Palacios

TITLE: ECISD Board President

ATTEST BY: _____

PRINT: CIRO TREVIÑO

TITLE: Secretary

APPROVAL COUNTY OF HIDALGO:

BY: _____

RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____

ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

BY: _____

STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-23156 **22.B.**

2010 - Full Service Contract - Donna Independent School District

CC REGULAR

Date:	09/28/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract Services between Hidalgo County and Donna Independent School District for their election to be held in November 2, 2010.

BACKGROUND

Two (2) originals - Contract for Election Services

Fiscal Impact

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

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

BUDGETARY IMPACT:

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

Attachments

Link: 2010 - Donna ISD - November 2, 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/24/2010 09:08 AM	APRV
2	Budget & Management	Sylvia Solis	09/24/2010 09:29 AM	APRV
3	Roland Garcia	Rolando Garcia	09/24/2010 02:38 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Sandra Aguirre Started On: 09/22/2010 04:16 PM

Final Approval Date: 09/24/2010

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

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

RECITALS

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

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

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

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

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

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

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

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

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

Article I. PURPOSE

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

Article II. SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

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

Article IV. SERVICES NOT PROVIDED BY COUNTY

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

Article V. TERM

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

Article VI. COST OF SERVICE AND BILLING

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

Section 6.01 iVotronic Machines:

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

Section 6.02 Electronic Poll Book:

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

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

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

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

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

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

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

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by

the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

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

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

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

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

Section 6.14 Billing:

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

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

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

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

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

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

Jesus Rene Reyna, Asst. Supt. For Bus. & Finance
116 W. 10th Street
Donna, TX

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

Article VII. LIABILITY

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

Article VIII. GENERAL PROVISIONS

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

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

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

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

SIGNED this _____ day of _____, 2010

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L. L. P.,

BY: _____
STEPHEN L. CRAIN

BY: **Donna Independent School District**
ENTITY NAME

BY: J. Rene Reyna

PRINT: J. Rene' Reyna

TITLE: Asst. Supt. Bus & Finance

ATTEST
BY: David Lobbedo

PRINT: David Lobbedo

TITLE: Finance Supervisor

AI-23070 **23.A.**

Community Representatives

CC REGULAR

Date:	09/28/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of 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

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Community Representatives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 11:01 AM	APRV
2	Roland Garcia		09/24/2010 05:10 PM	PEND
3	Auditor's Office	Linda Fong	09/24/2010 05:10 PM	APRV
4	Purchasing Department		09/24/2010 05:10 PM	NEW

Form Started By: Linda Galaviz — Started On: 09/21/2010 08:23 AM

Final Approval Date: 09/24/2010

Hidalgo County Head Start Program
Memorandum

To: Commissioners' Court Members

From: Teresa Flores, Executive Director

Subject: Community Representatives Appointments

Date: September 8, 2010

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Bylaws, The Hidalgo County Commissioner's Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Policy Council annually for limited terms of "***no more than three years" (Bylaws, Article 5, Section).***

The current members of the Policy Council Serving as Community Representatives are:

Grantee Board Members	Community Representatives	Years of Service
Judge Rene Ramirez	Eric Rodriguez	3
A.C. Cuellar, Jr., Precinct 1	Luis Solis	2
Hector "Tito" Palacios, Precinct 2	Janie Solis	2
Joe Flores, Precinct 3	Joe Aguilar	1
Oscar Garza, Jr., Precinct 4	Roel Pena	2

Your nomination for the 2010-2011 service year must be placed on the Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source:

Article V Sections, Section 1 B. ***Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents.***

Article V, Section 6. ***"The terms of office for all Policy Council members shall be one (1) year, Mid October to Mid October, or until the new Policy Council member is formally installed, as per Article V, Section 3. Policy Council members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."***

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-23108 **24.A.**

2010 WIC - ADMIN, Vendor Liasion, B/F, Registered Dietician & Lactation Services FY 2011 Grants

CC REGULAR

Date:	09/28/2010
Submitted By:	Margarita Gonzalez, WIC
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

1. WIC Adm. & Vendor Liaison (1292):
a. Requesting authorization to continue the provision of WIC Services for FY 2011 commencing October 1, 2010 - September 30, 2011 pending contract / award letter (WIC Admin & Vendor Liaison Grant contracts).
b. Approval of Certification of Revenues as certified by the County Auditor for FY 2011 WIC Admin. & Vendor Liaison grants.
c. Approval of appropriation of funds for the FY 2011 WIC Admin. & Vendor Liaison grant budget.
d. Approval of FY 2011 WIC Admin. grant salary schedule.

2. WIC BF (1292):
a. Requesting authorization to continue the provision of the B/F Peer Counselor program for FY 2011 commencing October 1, 2010 - September 30, 2011 pending contract/ award letter.
b. Approval of Certification of Revenues as certified by the County Auditor for the FY 2011 BF/Peer Counselor grant.
c. Approval of appropriation of funds for the FY 2011 B/F Peer Counselor grant budget.
d. Approval of FY 2011 B/F grant salary schedule.

3. Registered Dietician (1292):
a. Requesting authorization to continue the provision of the Registered Dietician program for FY 2011 commencing October 1, 2010 - September 30, 2011 pending contract/ award letter.
b. Approval of Certification of Revenues as certified by the County Auditor for the FY 2011 Registered Dietician grant.
c. Approval of appropriation of funds for the FY 2011 Registered Dietician grant budget.
d. Approval to change funding source for one (1) full-time Registered Dietician I position, Grade 12, slot no. 232 from the WIC Admin grant (0-1292-441-00-350-001-1-XXX) to the Registered Dietician grant (0-1292-441-00-350-012-1-XXX).
e. Approval of FY 2011 Registered Dietician grant salary schedule.

4. Lactation Services (1292):
a. Requesting authorization to continue the provision of the Lactation Services program for FY 2011 commencing October 1, 2010 - September 30, 2011 pending contract/

award letter.
b. Approval of Certification of Revenues as certified by the County Auditor for the FY 2011 Lactation Services grant.
c. Approval of appropriation of funds for the FY 2011 Lactation Services grant budget.
d. Approval to change funding source for one (1) full-time Coordinator IV position, Grade 15, slot no. 220 from the WIC Admin grant (0-1292-441-00-350-001-1-XXX) to the Lactation Services grant (0-1292-441-00-350-013-1-XXX).
e. Approval of FY 2011 Lactation Services grant salary schedule.

BACKGROUND

Budget represents initial funding from Texas Department of State Health Services. Additional funding will be awarded to the Breastfeeding Peer Counselor Program at a later time as per Jewel Stremler, Peer Counselor Coordinator.

No County Match- State Funds

WIC Grant based on 969,408@11.16 each

0.1292.441.00.350.001.1.- WIC Grant
0.1292.441.00.350.002.1.- BF Grant

Link- 2010 Salary schedules

Fiscal Impact

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

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

BUDGETARY IMPACT:
SEE APPROPRIATIONS.

Grants FY 2011	Amount of Award	Revenue Acct.	Exp/ Account	Comments
Admin	$10,837,781.00	0-1292-331-12-350-001-1-000	0-1292-441-00-350-001-1-XXX	Total appropriation covers 100%
a. Admin	$10,818,593.00	see above	see above	see above
b. Vendor Liaison	$19,188.00	see above	see above	see above
Breast Feeding (B/F)	$542,556.00	0-1292-331-12-350-002-1-000	0-1292-441-00-350-002-1-XXX	Total appropriation will not cover 100%
B/F FY 2011 grant funding does not cover cost of total salaries and fringes for the positions. However, additional funding will be awarded at a later time, as per Jewell Stremler, Peer Counselor Coordinator.				
Registered Dietician	$45,000.00	0-1292-331-12-350-012-1-000	0-1292-441-00-350-012-1-XXX	Total appropriation will not cover 100%
To cover deficit, expenditures will be reclassified with JE entries to charge WIC Adm. account 0-1292-441-00-350-001-1-XXX.				
Lactation Services	$60,000.00	0-1292-331-12-350-013-1-000	0-1292-441-00-350-013-1-XXX	Total appropriation will not cover 100%
To cover deficit, expenditures will be reclassified with JE entries to charge WIC Adm. account 0-1292-441-00-350-001-1-XXX.				

Attachments

Link: grant award docs

Link: certification of revenues

Link: Participant ext. hrs. worksheet

Link: other backup

Link: salary schedules

Link: Appropriations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:36 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/23/2010 03:57 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/24/2010 09:20 AM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Margarita Gonzalez

Started On: 09/21/2010 05:12 PM

Final Approval Date: 09/24/2010

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

September 20, 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:

FY 2011 WIC contracts, effective dates October 1, 2010 through September 30, 2011, are currently being prepared and entered into our system. A breakdown of the total "not to exceed" is outlined in the table below. A copy of the contract will be sent out to agencies for signature once all have been entered in late September.

In order to help your agency with budgeting, we have provided you with the following initial funding amounts:

Project	Project Contact	Initial Amount	Type of Allocation		
			Admin	NE	BF
WIC Funding	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	**$10,818,593.00**	X	X	X
Peer Counselor	Jewell Stremler jewell.stremler@dshs.state.tx.us (512) 341-4593	**$542,556.00**			X
Registered Dietician	Ponna Sambasivan ponna.sambasivan@dshs.state.tx.us (512) 341-4517	**$45,000.00**	X	X	X
Obesity	Ponna Sambasivan ponna.sambasivan@dshs.state.tx.us (512) 341-4517	**0**		X	
Lactation Services	Tracy Erickson tracy.erickson@dshs.state.tx.us (512) 341-4521	**$60,000.00**			X
Vendor Liaison	Ray Krzesniak ray.krzesniak@dshs.state.tx.us (512) 341-2200	**$19,188.00**	X		
Total Contract "Not to Exceed" Amount		**$11,485,337.00**			

Please note that these are initial funding amounts. These amounts may be adjusted at any time during the contracting period. Your agency will be notified by Letter of Amendment for any adjustments to your funding. Letters of Amendments for the Clinical Practicum and Dietetic Internship will be sent out separately at a later date.

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.

Remember to label each voucher with the specific project name you are billing for as well as listing allocations to Administrative, Nutrition Education (NE) and Breast feeding (BF) costs. Vouchers without allocations listed will not be applied toward your NE or BF expenditures. Grants that may only be allocated to one category will be applied to that category.

This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy. Requests for purchases should be submitted electronically to the Contract Development and Support Branch email box at: cdsb@dshs.state.tx.us.

If you have any questions or require additional information regarding your special projects, please use the project contact information listed above. Questions concerning billing should be directed to Alisin Genfan at (512)\ 458-7111, extension 3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

Mike Montgomery, Section Director
Nutrition Services Section

Attachment

AG

Special Projects*

Not all agencies are approved for all special projects. Please refer to cover letter.

Peer Counselor- This funding can be used for training and salaries of peer counselors who assist pregnant and breastfeeding WIC participants. It can also be used for communication equipment you may have requested and travel expenses peer counselors may incur in the course of performing their job duties or attending training and/or conferences.

Please note, the peer counselor allocation in this contract is not your entire FY2011 allocation. The State Agency will make additional peer counseling allocations as soon as we receive the FY2011 Loving Support Special Grant from USDA. Please continue your efforts to maintain your Peer Counselor Program at the staffing level your agency initiated in FY2010.

Allocations are made based upon the following criteria: number of pregnant and breastfeeding women served, retaining counselors established with previous discretionary funding, prevalence of serving rural and remote locations, and breastfeeding rates.

Registered Dietician (RD) - Use this special funding for reimbursement of RD duties such as:

- Assisting with the Quality Assurance Program (i.e., ongoing evaluation of individual counseling, nutrition education classes, clinical procedures, etc.).
- Assisting with the implementation of Value Enhanced Nutrition Assessment (VENA).
- Providing staff training on nutrition-related topics and nutrition assessment procedures.
- Assisting with your local agency's WIC Certification Specialist Program.
- Developing and implementing a quality assurance program.
- Assisting with completion and application of the *Nutrition Education, Breastfeeding and Training Plan.*
- Providing high-risk individual counseling.
- Conducting facilitated discussion nutrition education classes.
- Consultation regarding the appropriate issuance of special formulas.

Please note the following:

- All local agencies are required to have an RD on staff or on contract (*WIC Policy GA:14.0*).
- You must follow *Policy AC: 16.0 – Allowable Costs – Professional Contract Services*, when securing the services of an RD consultant via contract.
- Use a separate *State of Texas Purchase Voucher (form B-13)* to bill the state for RD services funded by this special allocation. Specify on the face of the voucher that this is reimbursement for an RD consultant or to defray the cost of a staff RD.
- Prior to contracting with the RD, the RD should provide you with a copy of his/her registration card from the Commission on Dietetic Registration. This is proof that the consultant is an RD.

The State Agency plans to reallocate any unused RD funds later this fiscal year. At that time, funds will be shifted from local agencies that have not used their funds to local agencies that need additional funding.

Obesity- Obesity Prevention Project funding may be used to pay for staff time and expenses related to the project as detailed in your accepted project budget and to cover travel expenses related to the *Obesity Prevention Project Workshop* in Austin, Texas on September 16-17, 2009. Please be advised that acceptance of your project does not relieve you of the responsibility to seek State Agency approval for a specific dollar threshold related to particular items if State Policy requires it.

Lactation Services- funds are being provided to help your agency provide breastfeeding assistance to WIC participants and WIC staff. This funding can be used for contract or regular WIC employees. You will be reimbursed for the following expenses:

1. To reimburse local agencies for fees paid to:
   - Counsel WIC moms with breastfeeding problems that are beyond the expertise of WIC staff.
   - Provide training to WIC staff, conduct special breastfeeding classes or support group sessions, or assist with WIC-sponsored workshops for health-care professionals.
2. To reimburse local agency staff for fees paid to prepare for (i.e., study materials) or take the International Board of Lactation Consultant Examiners (IBLCE) exam. See www.iblce.org for more information.
3. To pay for equipment that would complement lactation consults such as nipple shields and shells, nursing bras, large and extra large breast pump flanges, and supplemental nursing systems.
4. To pay for staff reference books and teaching aids such as breastfeeding dolls, stuffed breasts, belly balls, flip charts and other teaching tools.
5. To pay for equipment to establish and supply a nursing room to be used for lactation consultations and a private place for WIC moms to nurse and pump. Examples include chairs, pillows, stools, side table, lamps, peer counselor desk and chair, and dividers for privacy.

Clinical Lactation Practicum – These funds are provided to offer scholarship recipients an opportunity for direct observation, instruction, and demonstration of breastfeeding support and counseling. Students examine examples of lactation consultation performed by an experienced board-certified lactation consultant, one-to-one in a dynamic clinic setting. All allowable travel costs will be reimbursed.

Vendor Liaison - Use this special funding for reimbursement of staff time while conducting vendor duties such as:

1. Conducting store reviews for either existing WIC authorized vendors or new vendors requesting authorization
2. Addressing vendor complaints
3. Serving as liaison between your local vendors and state agency (SA)
4. Other vendor activities

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 22, 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). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$10,818,593.00	WIC Funding
$542,556.00	Peer Counselor
$45,000.00	Registered Dietitian
$60,000.00	Lactation Services
$19,188.00	Vendor Liaison

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/22/10
Date

HIDALGO COUNTY AUDITOR'S OFFICE
Participant/Extended Hours Analysis
WIC Administration Grant - Fiscal Year 2010
10/01/2009 - 09/30/2010

Month			FY 2010
Participants by Month :			
October	Actual		80,752
November	Actual		80,902
December	Actual		80,212
January	Actual		80,096
February	Actual		79,473
March	Actual		80,237
April	Actual		80,476
May	Actual		80,449
June	Actual		80,463
July	Actual		79,935
August	Actual		80,037
September	Projected (Average)		80,276
Total Number of Participants for FY 10 (Projected)			**963,308**
Extended Hours :			
October	Actual		12,459.67
November	Actual		13,159.40
December	Actual		12,970.79
January	Actual		13,526.56
February	Actual		14,275.82
March	Actual		13,940.67
April	Actual		13,693.43
May	Actual		14,031.24
June	Actual		12,922.06
July	Actual		12,997.02
August	Actual		12,792.66
September	Projected (Average)	Average of June thru August	12,903.91
Total Amount of Extended Hours Reimbursement for FY 10 (Projected)			**$159,673.23**
Number of Participants @ $10.69 / participant Oct 2009 - April 2010			$6,009,362.12
Number of Participants @ $11.50 / participant May 2010 - Sept 2010			$4,613,340.00
Projected Extended Hours Revenue FY 10			$159,673.23
Total Revenue Projected for FY 10			**$10,782,375.35**
Comparison with General Ledger Budget:			
Budget Appropriation for FY 10 on 10/20/09 to match to contract amount.			10,107,089.00
Budget Appropriation for FY 10 on 05/04/10 to match to projected amount.			676,876.00
Amount of WIC FY 10 Admin Budget in General Ledger For Participants Funding			**10,783,965.00**
Projected Revenue For FY 10 - Amount over / (under) budget			**($1,590.00)** *

* = Rounded

Budget Appropriation for FY 10 on 05/18/10 (Extra Funding).		50,000.00
Budget Appropriation for FY 10 on 08/10/10 (Lactation Funding).		60,000.00
Budget Appropriation for FY 10 on 09/14/10 (Registered Dietican)		45,000.00
WIC Revised Contract Amount:	**12,479,105.00**	

Prepared by Grant Division
9/21/2010

Breakdown of FY2011 Funding

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

-----Original Message-----
From: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Sent 8/20/2010 11:54:34 AM
To: norma.longoria@wic.co.hidalgo.tx.us
Cc: "Genfan, Alisin" <Alisin.Genfan@dshs.state.tx.us>
Subject: RE:

Hey Norma,

Here if the breakdown for next year's funding:

FY2011 Initial Contract Funding

LA #	Funding Formula			Peer Counselor			Lact	Obesity	RD	Vendor	Lactation	Other Proj	TOTAL
	Rate	*Participation*	FF$$ Total	PC 613	PC 312	ALL PC Total	Consultant			Liaison	Centers (Mom's Place)	FY10	
12	*11.16*	*969,408*	10,818,593.28	100,754.26	441,810.43	542,564.69	60,000.00	0.00	45,000.00	19,188.00			11,485,345.97

An approval letter was drafted for the computers and wiring which you should be receiving next week.

I don't see the request for the wrap. Could you tell me where or when it was sent?
If you have a copy of the request go ahead a resend it to Alisin Genfan and we can rush it through as soon as we can.

Thanks!
Benny

Benny Jasso
Local Agency Operations Coordinator
Nutrition Education/Clinic Services Unit
(512) 341-4573
Fax: (512) 341-4419

From: norma [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Thursday, August 19, 2010 2:11 PM
To: Jasso, Benny
Subject: Re:

That's fine thanks again

Sent via BlackBerry from T-Mobile

From: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Date: Thu, 19 Aug 2010 13:44:32 -0500
To: <norma.longoria@wic.co.hidalgo.tx.us>
Subject: Re:

Hey Norma,
I'm out of town but will be back in the office tomorrow. I'll check on this then if that's okay?

-----Original Message-----
From: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Sent 9/21/2010 11:24:19 AM
To: norma.longoria@wic.co.hidalgo.tx.us
Subject: FW: FY 2011

Here is a copy of the initial award that was sent.

Benny Jasso
Local Agency Operations Coordinator
Nutrition Education/Clinic Services Unit
(512) 341-4573
Fax: (512) 341-4419

From: Ruiz, Kevin
Sent: Tuesday, September 21, 2010 11:16 AM
To: Genfan, Alisin
Cc: Jasso, Benny; 'norma.longoria@wic.co.hidalgo.tx.us'
Subject: RE: FY 2011

Norma,

The files containing the your DSHS - WIC contract was emailed to you on 9.20.10.

Let me know if you have any questions,

Thank you,

Kevin Ruiz, CTPM
Program Specialist
Contract Development and Support Branch
Performance Management Unit, MC 1914
Texas Department of State Health Services
P.O Box 149347
Austin, TX. 78714-9347

512-458-7111, ext. 3831
512-458-7235 Fax
Kevin.Ruiz@dshs.state.tx.us

2004

Follow up

From: Berry, Sandy

To: 'rene.ramirez@hidalgocountyjudge.com'

Cc: 'norma.longoria@wic.co.hidalgo.tx.us'; 'raymudo.eufracio@auditor.co.hidalgo.tx.us'; Ruiz, Kevin; Walk, Bill

Subject: DSHS CONTRACT # 2011- 037158- 001 (HIDALGO COUNTY HEALTH AND HUMAN SERVICES WIC PROGRAM) WIC Local Agency

Attachments: Hidalgo County Health And Human Services signature page FY11.pdf (45 KB); Hidalgo County Health And Human Services atta
Hidalgo County Health And Human Services lobby form FY11.pdf (38 KB); 2011 General Provisions Subrecipient _final_.pdf (2

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract. Please print two copies of each, in the order they appear in this email, sign and return both copies to this unit as soon as possible. **To expedite contract execution, please overnight the contract to the physical address below.** Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Client Services Contracting Unit MC 1886 Department of State Health Services 1100 W.49th Street Austin, TX 787756	Client Services Contracting Unit MC 1886 Department of State Health Services PO Box 149347 Austin, TX 78714- 9347

From: Genfan, Alisin
Sent: Tuesday, September 21, 2010 11:01 AM
To: Ruiz, Kevin
Cc: Jasso, Benny; 'norma.longoria@wic.co.hidalgo.tx.us'
Subject: FW: FY 2011

Hi Kevin,

Can you address the questions below from Norma Longoria, LA #012?

Thanks,

Alisin Genfan
Contract Development & Support Branch
Performance Management Unit
Department of State Health Services
Phone: 512-458-7111, ext. 3156
Fax: 512-458-7521

3004

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Tuesday, September 21, 2010 10:32 AM
To: Jasso, Benny; Genfan, Alisin
Cc: magueGonzalez@wic.co.hidalgo.tx.us
Subject: FY 2011

Hi Benny & Alisin

Just wondering if our contract has been mailed to us and also the letter of award. If I could at least get the letter of award would be great. I am scheduled for Comm. Court on Tues. Sept. 28th and I need to get all the paperwork in. Thank you for your attention to this matter.

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

4084

WIC FY 11 - Additional Funding

SAMPLE BUDGET

Registered Dietician FY 11

Amount of Funding for FY 11 45,000.00

113 Full-Time Employees	35,919.12
211 Health Insurance	2,706.96
212 Life Insurance	27.00
220 FICA	2,747.81
230 Retirement	3,419.50
250 Unemployment	179.61
	45,000.00

WIC FY 11 - Additional Funding

SAMPLE BUDGET

Lactation Services FY 11

Amount of Funding for FY 11 60,000.00

113 Full-Time Employees	44,417.47
211 Health Insurance	2,706.96
212 Life Insurance	27.00
220 FICA	3,397.94
230 Retirement	4,228.54
250 Unemployment	222.09
603 Educational /Instructional Supp.	5,000.00
	60,000.00

From: Stremler, Jewell
To: Norma Longoria
Date: Thursday, September 09, 2010 1:23:26 PM
Subject: RE: Current Memos 20 August 2010

Norma, Your target amount for FY11 is 1,204,000. The amount in your contract is only there to give you funding to start the year. I did not get your attachment? Please try to send it again. Thanks,

Jewell Stremler
Peer Counselor Coordinator
Nutrition Services Section MC 1933
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347
Phone: 512-341-4593
Fax: 512-341-4473
http://www.dshs.state.tx.us/wichd/lactate/peer.shtm

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Thursday, September 09, 2010 1:19 PM
To: Stremler, Jewell
Subject: Re: Current Memos 20 August 2010

Hi Jewell,

I miscalculated my FY2011 budget. I am enclosing my budget with the amounts that I need for salaries and fringes for the 31 people on the Peer Counselor Budget. I know that the Auditors are going to give me a hard time because I only will have $542,564.69 to start off with. The total budget for the year comes out to $929,149.00. There is a deficit of $386,484.31 to continue our BF Peer Counselor Program for FY2011. Please let me know if I can anticipate the rest of the money. Thanks

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

-----Original Message-----
From: "Stremler, Jewell" <Jewell.Stremler@dshs.state.tx.us>
Sent 8/20/2010 9:34:54 AM
To: "Delgado, Joe" <Joe.Delgado@dshs.state.tx.us>, "Abigail Diaz" <abigail.diaz@houstontx.gov>, "Angela Quillin" <aquillin@acchd.us>, "Ann Salyer-Caldwell" <asalyer-caldwell@tarrantcounty.com>, "Annette Lerma" <annette.lerma@abilenetx.com>, "Barbara Khaleeq" <barbara.khaleeq@regencehealth.net>, "Bertha Amaya" <bertha.a.amaya@elpasotexas.gov>, "Bethany Romero" <wic28@lafe-ep.org>, "Betty Hill" <bhill.fbfhc@tachc.org>, "Brandy Mobley" <brandym@ci.brownwood.tx.us>, "Brenda Bolton" <brenda.bolton@wellnesspointe.org>, "Brown, Veronica" <Veronica.Brown@dshs.state.tx.us>, "Bryanne Jones" <bryanne.jones@dentoncounty.com>, "Buck, Linda" <Linda.Buck@dshs.state.tx.us>, "Carla Rhodes" <wic6200@neto.com>, "Carol J Silvas" <carol.silvas@christushealth.org>, "Christie Kennedy" <ckennedy@hcphes.org>, "Cindy Griggs" <wic6700@nctv.com>, "Cindy Salinas" <cindy.salinas@dchstx.org>,

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-001-1

AI - 23108

WIC ADM.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	WIC DIRECTOR				98,280.00	98,280.00	1,860.00	0.00	0.00	0.00	0.00	100,140.00
0002	113	AREA COORDINATOR III	18	1	68,687.00	68,687.00	69,669.00	1,080.00	0.00	0.00	0.00	0.00	70,749.00
0003	113	AREA COORDINATOR II	16	3	63,010.00	63,010.00	63,656.00	900.00	0.00	0.00	0.00	0.00	64,556.00
0005	113	EXECUTIVE ASSISTANT II	13	1	46,747.00	46,747.00	46,747.00	1,200.00	0.00	0.00	0.00	0.00	47,947.00
0006	113	NUTRITIONIST III	15	3	58,342.00	58,342.00	58,388.00	1,320.00	0.00	0.00	0.00	0.00	59,708.00
0008	113	REGISTERED DIETICIAN II	14	1	50,487.00	50,487.00	50,783.00	660.00	0.00	0.00	0.00	0.00	51,443.00
0010	113	NUTRITIONIST I	11	2	41,481.00	41,481.00	41,895.00	0.00	0.00	0.00	0.00	0.00	41,895.00
0011	113	NUTRITIONIST II	13	1	46,747.00	46,747.00	46,747.00	0.00	0.00	0.00	0.00	0.00	46,747.00
0012	113	ACCOUNTANT IV	14	4	55,788.00	55,788.00	55,788.00	1,860.00	0.00	0.00	0.00	0.00	57,648.00
0013	113	REGISTERED DIETICIAN I	12	4	47,829.00	47,829.00	48,434.00	0.00	0.00	0.00	0.00	0.00	48,434.00
0014	113	NUTRITIONIST I	11	6	47,093.00	47,093.00	47,093.00	540.00	0.00	0.00	0.00	0.00	47,633.00
0015	113	REGISTERED DIETICIAN I	12	3	46,314.00	46,314.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0017	113	LICENSED VOCATIONAL NURSE II	11	4	44,287.00	44,287.00	44,664.00	1,080.00	0.00	0.00	0.00	0.00	45,744.00
0018	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	420.00	0.00	0.00	0.00	0.00	45,084.00
0019	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	540.00	0.00	0.00	0.00	0.00	45,204.00
0020	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	360.00	0.00	0.00	0.00	0.00	45,024.00
0021	113	NUTRITIONIST I	11	4	44,287.00	44,287.00	44,664.00	420.00	0.00	0.00	0.00	0.00	45,084.00
0022	113	LICENSED VOCATIONAL NURSE II	11	4	44,287.00	44,287.00	44,287.00	840.00	0.00	0.00	0.00	0.00	45,127.00
0023	113	CLINIC MANAGER	12	2	44,799.00	44,799.00	44,799.00	420.00	0.00	0.00	0.00	0.00	45,219.00
0024	113	CLINIC MANAGER	12	2	44,799.00	44,799.00	44,799.00	720.00	0.00	0.00	0.00	0.00	45,519.00
0025	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,489.00	720.00	0.00	0.00	0.00	0.00	44,209.00
0026	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0027	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	42,884.00	780.00	0.00	0.00	0.00	0.00	43,664.00
0028	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,284.00	420.00	0.00	0.00	0.00	0.00	43,704.00
0029	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0030	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0031	113	LICENSED VOCATIONAL NURSE II	11	3	42,884.00	42,884.00	42,884.00	780.00	0.00	0.00	0.00	0.00	43,664.00
0032	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0033	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,284.00	0.00	0.00	0.00	0.00	0.00	43,284.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	CLINIC MANAGER	12	1	43,284.00	43,284.00	43,284.00	480.00	0.00	0.00	0.00	0.00	43,764.00
0035	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0036	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,844.00	960.00	0.00	0.00	0.00	0.00	42,804.00
0037	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,844.00	600.00	0.00	0.00	0.00	0.00	42,444.00
0039	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,725.00	900.00	0.00	0.00	0.00	0.00	42,625.00
0040	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,725.00	660.00	0.00	0.00	0.00	0.00	42,385.00
0041	113	LICENSED VOCATIONAL NURSE II	11	2	41,481.00	41,481.00	41,725.00	480.00	0.00	0.00	0.00	0.00	42,205.00
0042	113	VENDOR LIASON	12	1	43,284.00	43,284.00	43,284.00	1,020.00	0.00	0.00	0.00	0.00	44,304.00
0044	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0045	113	WIC CRTFCTN SPECIALIST III	9	4	37,969.00	37,969.00	38,540.00	1,860.00	0.00	0.00	0.00	0.00	40,400.00
0047	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0048	113	WIC CRTFCTN SPECIALIST III	9	3	36,766.00	36,766.00	37,140.00	1,020.00	0.00	0.00	0.00	0.00	38,160.00
0049	113	WIC CRTFCTN SPECIALIST III	9	3	36,766.00	36,766.00	37,140.00	1,200.00	0.00	0.00	0.00	0.00	38,340.00
0050	113	WIC CRTFCTN SPECIALIST III	9	3	36,766.00	36,766.00	37,140.00	1,920.00	0.00	0.00	0.00	0.00	39,060.00
0051	113	WIC CERTIFICATION SPECIALIST I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0053	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0054	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0055	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0057	113	CLERK V	9	1	34,360.00	34,360.00	34,360.00	1,800.00	0.00	0.00	0.00	0.00	36,160.00
0058	113	CLERK V	9	1	34,360.00	34,360.00	34,360.00	1,920.00	0.00	0.00	0.00	0.00	36,280.00
0059	113	CLERK V	9	2	35,563.00	35,563.00	35,650.00	960.00	0.00	0.00	0.00	0.00	36,610.00
0060	113	CLERK IV	7	4	32,551.00	32,552.00	32,624.00	1,620.00	0.00	0.00	0.00	0.00	34,244.00
0061	113	CLERK III	5	4	27,908.00	27,908.00	28,079.00	900.00	0.00	0.00	0.00	0.00	28,979.00
0062	113	CLERK IV	7	3	31,520.00	31,520.00	31,980.00	1,620.00	0.00	0.00	0.00	0.00	33,600.00
0063	113	CLERK IV	7	3	31,520.00	31,520.00	31,921.00	1,320.00	0.00	0.00	0.00	0.00	33,241.00
0064	113	CLERK IV	7	3	31,520.00	31,520.00	31,849.00	1,260.00	0.00	0.00	0.00	0.00	33,109.00
0065	113	CLINIC AIDE III	5	8	31,444.00	31,444.00	31,596.00	1,080.00	0.00	0.00	0.00	0.00	32,676.00
0066	113	CLERK IV	7	1	29,458.00	29,458.00	29,888.00	660.00	0.00	0.00	0.00	0.00	30,548.00
0067	113	WIC CRTFCTN SPECIALIST II	7	3	31,520.00	31,520.00	31,520.00	1,020.00	0.00	0.00	0.00	0.00	32,540.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0068	113	WIC CRTFCTN SPECIALIST II	7	2	30,489.00	30,489.00	30,633.00	780.00	0.00	0.00	0.00	0.00	31,413.00
0069	113	CLERK III	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0070	113	CLERK IV	7	2	30,489.00	30,489.00	30,489.00	1,260.00	0.00	0.00	0.00	0.00	31,749.00
0071	113	WIC CERTIFICATION SPECIALIST I	5	6	29,676.00	29,676.00	29,951.00	660.00	0.00	0.00	0.00	0.00	30,611.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	32,051.00	32,051.00	900.00	0.00	0.00	0.00	0.00	32,951.00
0073	113	WIC CERTIFICATION SPECIALIST I	5	6	29,676.00	29,676.00	29,789.00	720.00	0.00	0.00	0.00	0.00	30,509.00
0074	113	WIC CERTIFICATION SPECIALIST I	5	6	29,676.00	29,676.00	29,789.00	1,020.00	0.00	0.00	0.00	0.00	30,809.00
0075	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	1,080.00	0.00	0.00	0.00	0.00	30,538.00
0076	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	1,200.00	0.00	0.00	0.00	0.00	30,658.00
0077	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	1,200.00	0.00	0.00	0.00	0.00	30,658.00
0078	113	CLERK IV	7	1	29,458.00	29,458.00	29,458.00	420.00	0.00	0.00	0.00	0.00	29,878.00
0079	113	WIC CERTIFICATION SPECIALIST I	5	5	28,792.00	28,792.00	28,792.00	960.00	0.00	0.00	0.00	0.00	29,752.00
0080	113	WIC CERTIFICATION SPECIALIST I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0081	113	CLERK III	5	4	27,908.00	27,908.00	28,194.00	720.00	0.00	0.00	0.00	0.00	28,914.00
0082	113	CLINIC AIDE III	5	4	27,908.00	27,908.00	28,022.00	960.00	0.00	0.00	0.00	0.00	28,982.00
0083	113	CLERK III	5	4	27,908.00	27,908.00	28,022.00	540.00	0.00	0.00	0.00	0.00	28,562.00
0084	113	WIC CERTIFICATION SPECIALIST I	5	5	28,792.00	28,792.00	28,831.00	600.00	0.00	0.00	0.00	0.00	29,431.00
0085	113	CLERK III	5	3	27,024.00	27,024.00	27,090.00	780.00	0.00	0.00	0.00	0.00	27,870.00
0086	113	MAINTENANCE III	5	4	27,908.00	27,908.00	28,000.00	480.00	0.00	0.00	0.00	0.00	28,480.00
0087	113	CLINIC AIDE III	5	3	27,024.00	27,024.00	27,024.00	960.00	0.00	0.00	0.00	0.00	27,984.00
0088	113	CLINIC AIDE III	5	3	27,024.00	27,024.00	27,024.00	900.00	0.00	0.00	0.00	0.00	27,924.00
0089	113	WIC CERTIFICATION SPECIALIST I	5	3	27,024.00	27,024.00	27,024.00	660.00	0.00	0.00	0.00	0.00	27,684.00
0090	113	CLERK III	5	3	27,024.00	27,024.00	27,024.00	420.00	0.00	0.00	0.00	0.00	27,444.00
0091	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0092	113	CLERK III	5	2	26,140.00	26,140.00	26,140.00	720.00	0.00	0.00	0.00	0.00	26,860.00
0094	113	COURIER	2	11	27,069.00	27,069.00	27,069.00	360.00	0.00	0.00	0.00	0.00	27,429.00
0095	113	CLINIC AIDE III	5	1	25,256.00	25,256.00	25,465.00	0.00	0.00	0.00	0.00	0.00	25,465.00
0096	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
0097	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00

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								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0098	113	CLINIC AIDE 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
0099	113	CLINIC AIDE II	3	5	24,685.00	24,685.00	24,685.00	780.00	0.00	0.00	0.00	0.00	25,465.00
0100	113	CLERK II	3	5	24,685.00	24,685.00	24,685.00	0.00	0.00	0.00	0.00	0.00	24,685.00
0101	113	CLINIC AIDE II	3	5	24,685.00	24,685.00	24,685.00	780.00	0.00	0.00	0.00	0.00	25,465.00
0102	113	CLERK II	3	4	23,927.00	23,927.00	24,103.00	480.00	0.00	0.00	0.00	0.00	24,583.00
0103	113	CLERK II	3	4	23,927.00	23,927.00	23,974.00	780.00	0.00	0.00	0.00	0.00	24,754.00
0104	113	CLERK II	3	4	23,927.00	23,927.00	23,927.00	480.00	0.00	0.00	0.00	0.00	24,407.00
0105	113	CLERK II	3	4	23,927.00	23,927.00	23,927.00	600.00	0.00	0.00	0.00	0.00	24,527.00
0106	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00
0107	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	960.00	0.00	0.00	0.00	0.00	24,129.00
0108	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0109	113	CLINIC AIDE I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0110	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00
0111	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0112	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0113	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0114	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0115	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0116	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	720.00	0.00	0.00	0.00	0.00	23,889.00
0117	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	360.00	0.00	0.00	0.00	0.00	23,529.00
0118	113	CLINIC AIDE II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0119	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0120	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0121	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0122	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00
0123	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0124	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0125	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	780.00	0.00	0.00	0.00	0.00	23,949.00
0126	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-001-1

AI - 23108

WIC ADM.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0127	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	960.00	0.00	0.00	0.00	0.00	24,129.00
0128	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0129	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	540.00	0.00	0.00	0.00	0.00	23,709.00
0130	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0131	113	CLERK I	1	4	20,514.00	20,514.00	20,640.00	0.00	0.00	0.00	0.00	0.00	20,640.00
0132	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	360.00	0.00	0.00	0.00	0.00	23,529.00
0133	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0134	113	CUSTODIAN II	3	3	23,169.00	23,169.00	23,169.00	900.00	0.00	0.00	0.00	0.00	24,069.00
0135	113	CUSTODIAN II	3	3	23,169.00	23,169.00	23,169.00	480.00	0.00	0.00	0.00	0.00	23,649.00
0136	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00
0137	113	CLINIC AIDE I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0138	113	CLERK II	3	3	23,169.00	23,169.00	23,169.00	420.00	0.00	0.00	0.00	0.00	23,589.00
0139	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0140	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0141	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	780.00	0.00	0.00	0.00	0.00	23,191.00
0142	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0143	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0144	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0145	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0146	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	360.00	0.00	0.00	0.00	0.00	22,771.00
0147	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0148	113	CLINIC AIDE II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0149	113	CUSTODIAN II	3	2	22,411.00	22,411.00	22,411.00	660.00	0.00	0.00	0.00	0.00	23,071.00
0150	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0151	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0152	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0153	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0154	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0155	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

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WIC ADM.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0156	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0157	113	CLINIC AIDE II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0158	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0159	113	CLERK II	3	2	22,411.00	22,411.00	22,411.00	300.00	0.00	0.00	0.00	0.00	22,711.00
0160	113	CLINIC AIDE II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0161	113	CLINIC AIDE I	1	5	21,164.00	21,164.00	21,296.00	0.00	0.00	0.00	0.00	0.00	21,296.00
0162	113	CLINIC AIDE I	1	5	21,164.00	21,164.00	21,296.00	0.00	0.00	0.00	0.00	0.00	21,296.00
0163	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0164	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0165	113	CLINIC AIDE II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0166	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0167	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0168	113	CLINIC AIDE I	1	5	21,164.00	21,164.00	21,296.00	0.00	0.00	0.00	0.00	0.00	21,296.00
0169	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0170	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0171	113	CLINIC AIDE I	1	5	21,164.00	21,164.00	21,296.00	0.00	0.00	0.00	0.00	0.00	21,296.00
0172	113	CLERK II	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0173	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0174	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0175	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0176	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0177	113	CLERK I	1	4	20,514.00	20,514.00	20,763.00	0.00	0.00	0.00	0.00	0.00	20,763.00
0178	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0179	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0180	113	CLERK I	1	4	20,514.00	20,514.00	20,763.00	0.00	0.00	0.00	0.00	0.00	20,763.00
0181	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0182	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0183	114	CLERK II	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0185	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-001-1

AI - 23108

WIC ADM.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0186	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0187	114	CUSTODIAN I	1	0	17,636.00	8,818.00	8,818.00	0.00	0.00	0.00	0.00	0.00	8,818.00
0188	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0190	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0191	114	CUSTODIAN I	1	8	23,114.00	23,114.00	23,114.00	0.00	0.00	0.00	0.00	0.00	23,114.00
0192	114	CUSTODIAN I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0193	114	CUSTODIAN I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0194	114	CUSTODIAN I	1	7	22,464.00	22,464.00	22,464.00	0.00	0.00	0.00	0.00	0.00	22,464.00
0195	114	CUSTODIAN I	1	7	22,464.00	22,464.00	22,464.00	0.00	0.00	0.00	0.00	0.00	22,464.00
0196	114	CUSTODIAN I	1	4	20,514.00	20,514.00	20,514.00	0.00	0.00	0.00	0.00	0.00	20,514.00
0197	114	CUSTODIAN I	1	4	20,514.00	20,514.00	20,514.00	0.00	0.00	0.00	0.00	0.00	20,514.00
0198	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0199	113	NUTRITIONIST I	11	3	42,884.00	42,884.00	42,884.00	0.00	0.00	0.00	0.00	0.00	42,884.00
0200	113	AREA COORDINATOR I	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	0.00	0.00	55,788.00
0201	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0202	113	LICENSED VOCATIONAL NURSE II	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0203	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0204	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0205	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0206	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0207	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0208	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0209	113	CLINIC AIDE I	1	0	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0210	113	CLINIC AIDE I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0211	113	CUSTODIAN I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0212	113	REGISTERED DIETICIAN I	12	3	46,314.00	46,314.00	46,314.00	0.00	0.00	0.00	0.00	0.00	46,314.00
0213	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0214	113	CLERK I	1	3	19,864.00	19,864.00	19,864.00	0.00	0.00	0.00	0.00	0.00	19,864.00
0215	113	CLERK I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-001-1

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WIC ADM.

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0216	113	NUTRITIONIST	11	3	42,884.00	42,884.00	42,315.00	0.00	0.00	0.00	0.00	0.00	42,315.00
0218	113	NUTRITIONIST I	11	1	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0219	113	COORDINATOR IV	15	1	54,526.00	54,526.00	54,600.00	360.00	0.00	0.00	0.00	0.00	54,960.00
FUNDING SOURCE CHANGED TO 0-1292-441-00-350-013-1-XXX LACTATION SERVICES GRANT													
~~0220~~	~~113~~	~~COORDINATOR IV~~	~~15~~	~~1~~	~~54,526.00~~	~~54,526.00~~	~~54,600.00~~	~~600.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~55,200.00~~
0221	113	NUTRITIONIST I	11	1	40,078.00	40,078.00	40,078.00	0.00	0.00	0.00	0.00	0.00	40,078.00
0222	113	CUSTODIAN II	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0223	113	CLINIC AIDE I	1	1	18,564.00	18,564.00	18,564.00	0.00	0.00	0.00	0.00	0.00	18,564.00
0224	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0225	113	REGISTERED DIETICIAN I	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0226	113	REGISTERED DIETICIAN I	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0227	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0228	113	CLERK I	1	0	17,636.00	17,636.00	17,636.00	0.00	0.00	0.00	0.00	0.00	17,636.00
0230	113	MOBILE CLINIC COORDINATOR	6	2	28,231.00	28,231.00	28,465.00	420.00	0.00	0.00	0.00	0.00	28,885.00
0231	113	ADMINISTRATIVE ASSISTANT III	8	3	34,043.00	34,043.00	34,043.00	360.00	0.00	0.00	0.00	0.00	34,403.00
FUNDING SOURCE CHANGED TO 0-1292-441-00-350-012-1-XXX REGISTERED DIETICIAN GRANT													
~~0232~~	~~113~~	~~REGISTERED DIETICIAN I~~	~~12~~	~~2~~	~~44,799.00~~	~~44,799.00~~	~~44,799.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~44,799.00~~
0233	113	REGISTERED DIETICIAN I	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
0234	113	CUSTODIAN II	3	4	23,927.00	23,927.00	23,927.00	0.00	0.00	0.00	0.00	0.00	23,927.00
0235	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
0236	113	CLERK I	1	1	18,564.00	18,564.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
				Total	6,291,241.00	6,380,704.00	6,290,827.00	80,820.00	0.00	0.00	0.00	0.00	6,371,647.00

NOTE: RENEWAL OF GRANT WIC ADM FY 2011
COORDINATOR IV POSITION SLOT NO. 220 TRANSFERRED TO NEW FUNDING SOURCE 0-1292-441-00-350-013-1- LACTATION SERVICES GRANT

REGISTERED DIETICIAN I POSITION SLOT NO. 232 TRANSFERRED TO NEW FUNDING SOURCE 0-1292-441-00-350-012-1-XXX REGISTERED DIETICIAN GRANT

ALL PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-002-1

AI - 23108

WIC B/F PRG

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	PEER COUNSELOR II	4	2	24,203.00	24,348.00	24,348.00	360.00	0.00	0.00	0.00	0.00	24,708.00
0002	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0003	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	PEER COUNSELOR II	4	2	24,203.00	24,203.00	24,203.00	600.00	0.00	0.00	0.00	0.00	24,803.00
0005	113	PEER COUNSELOR II	4	2	24,203.00	24,211.00	24,211.00	300.00	0.00	0.00	0.00	0.00	24,511.00
0006	113	PEER COUNSELOR I	2	2	20,751.00	20,751.00	20,751.00	0.00	0.00	0.00	0.00	0.00	20,751.00
0007	113	PEER COUNSELOR II	4	1	23,385.00	23,385.00	23,385.00	0.00	0.00	0.00	0.00	0.00	23,385.00
0008	113	PEER COUNSELOR II	4	1	23,385.00	23,385.00	23,385.00	300.00	0.00	0.00	0.00	0.00	23,685.00
0009	113	PEER COUNSELOR II	4	2	24,203.00	24,203.00	24,203.00	0.00	0.00	0.00	0.00	0.00	24,203.00
0010	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0011	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0012	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0013	113	PEER COUNSELOR I	2	3	21,453.00	21,640.00	21,640.00	0.00	0.00	0.00	0.00	0.00	21,640.00
0014	113	PEER COUNSELOR I	2	3	21,453.00	21,453.00	21,640.00	0.00	0.00	0.00	0.00	0.00	21,640.00
0015	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0016	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0017	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0018	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0019	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0020	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0021	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0022	113	PEER COUNSELOR I	2	1	20,049.00	20,049.00	20,049.00	0.00	0.00	0.00	0.00	0.00	20,049.00
0023	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0024	113	PEER COUNSELOR I	2	0	19,047.00	19,047.00	19,047.00	0.00	0.00	0.00	0.00	0.00	19,047.00
0025	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0026	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	420.00	0.00	0.00	0.00	0.00	25,676.00
0027	113	COMMUNITY PEER COUNSELOR	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0028	113	PEER COUNSELOR MANAGER	6	1	27,276.00	27,276.00	27,276.00	300.00	0.00	0.00	0.00	0.00	27,576.00
0029	113	ASSISTANT BREASTFEEDING COORDINATOR	13	2	48,383.00	48,383.00	48,383.00	0.00	0.00	0.00	0.00	0.00	48,383.00
0030	113	PEER COUNSELOR II	4	2	24,203.00	24,203.00	24,203.00	540.00	0.00	0.00	0.00	0.00	24,743.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-002-1

AI - 23108

WIC B/F PRG

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	
0031	113	COMMUNITY PEER COUNSELOR	5	2	26,140.00	26,140.00	26,140.00	0.00	0.00	0.00	0.00	0.00	26,140.00
				Total	696,718.00	697,058.00	678,198.00	2,820.00	0.00	0.00	0.00	0.00	681,018.00

NOTE: RENEWAL OF GRANT WIC B/F FY 2011
ALL PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-012-1

AI - 23108

WIC- REGISTERED DIETICIAN

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	REGISTERED DIETICIAN I	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
				Total	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00

NOTE: GRANT FUNDING WAS PREVIOUSLY (YEARS) INTEGRATED AND APPROPRIATED WITH THE WIC ADM. GRANT.
REGISTERED DIETICIAN I POSITION SLOT NO. 001 TRANSFERRED FROM WIC ADM GRANT 0-1292-441-00-350-001-0-XXX
ALL PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1292-441-00-350-013-1

WIC- LACTATION SERVICES

AI - 23108

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	COORDINATOR IV	15	1	54526..00	54,526.00	54,600.00	600.00	0.00	0.00	0.00	0.00	55,200.00
				Total	0.00	54,526.00	54,600.00	600.00	0.00	0.00	0.00	0.00	55,200.00

NOTE: GRANT FUNDING WAS PREVIOUSLY (YEARS) INTEGRATED AND APPROPRIATED WITH THE WIC ADM. GRANT.
COODINATOR IV POSITION SLOT NO. 001 TRANSFERRED FROM WIC ADM GRANT 0-1292-441-00-350-001-0-XXX

DATE: 9/22/2010

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 0-1292-441-00-350-001-1-XXX WIC Adm.

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
0-1292-441-00-350-001-1-	112	Department Heads	98,280.00
0-1292-441-00-350-001-1-	113	Perm F/T Employees	6,036,341.00
0-1292-441-00-350-001-1-	114	Perm P/T Employees	146,814.00
0-1292-441-00-350-001-1-	115	Longevity	90,140.00
0-1292-441-00-350-001-1-	211	Health Insurance	799,200.00
0-1292-441-00-350-001-1-	212	Life Insurance	5,994.00
0-1292-441-00-350-001-1-	220	FICA	487,425.00
0-1292-441-00-350-001-1-	230	Retirement	603,018.00
0-1292-441-00-350-001-1-	250	Unemployment	31,407.00
0-1292-441-00-350-001-1-	260	Workers Comp	0.00
0-1292-441-00-350-001-1-	312	Indirect Costs	800,000.00
0-1292-441-00-350-001-1-	346	Hauling & Freight	5,000.00
0-1292-441-00-350-001-1-	411	Water /Sewer	20,000.00
0-1292-441-00-350-001-1-	412	Cable /TV	15,000.00
0-1292-441-00-350-001-1-	413	Survellance & Security	20,000.00
0-1292-441-00-350-001-1-	421	Disposal	20,000.00
0-1292-441-00-350-001-1-	423	Custodial	25,000.00
0-1292-441-00-350-001-1-	425	Pest Control	1,000.00
0-1292-441-00-350-001-1-	431	Bldg.Repair & R&M Service	15,000.00
0-1292-441-00-350-001-1-	432	Equp. R&M Service	30,000.00
0-1292-441-00-350-001-1-	441	Land & Bldg.Rental	600,000.00
0-1292-441-00-350-001-1-	442	Equip & Vehicle Rental	10,000.00
0-1292-441-00-350-001-1-	521	Property Insurance	10,000.00
0-1292-441-00-350-001-1-	522	Vehicle Liability Insurance	5,000.00
0-1292-441-00-350-001-1-	524	General Insurance	15,000.00
0-1292-441-00-350-001-1-	529	Surety & Notary Bonds	100.00
0-1292-441-00-350-001-1-	531	Telephone	130,000.00
0-1292-441-00-350-001-1-	532	Wireless devices	6,000.00
0-1292-441-00-350-001-1-	534	Internet	5,000.00
0-1292-441-00-350-001-1-	535	Postage	20,000.00
0-1292-441-00-350-001-1-	540	Advertising	5,000.00

0-1292-441-00-350-001-1-	550	Printing	10,000.00
0-1292-441-00-350-001-1-	581	Travel In County	40,000.00
0-1292-441-00-350-001-1-	583	Travel Out Of County	25,000.00
0-1292-441-00-350-001-1-	584	Registration	15,000.00
0-1292-441-00-350-001-1-	601	Office & Computer Supplies	85,000.00
0-1292-441-00-350-001-1-	603	Education Supplies	85,000.00
0-1292-441-00-350-001-1-	604	Medical Supplies	220,000.00
0-1292-441-00-350-001-1-	607	Cleaning Supplies	30,000.00
0-1292-441-00-350-001-1-	609	Agricultural & Landscaping supplies	1,562.00
0-1292-441-00-350-001-1-	613	Safety Supplies	1,000.00
0-1292-441-00-350-001-1-	619	Other Miscellaneous Supplies	1,500.00
0-1292-441-00-350-001-1-	622	Electricity	200,000.00
0-1292-441-00-350-001-1-	626	Gas/Diesel	20,000.00
0-1292-441-00-350-001-1-	631	Bottle Water	15,000.00
0-1292-441-00-350-001-1-	640	Reference Materials	1,000.00
0-1292-441-00-350-001-1-	661	Minor Office Equipment	2,500.00
0-1292-441-00-350-001-1-	664	Other miinor equipment	2,000.00
0-1292-441-00-350-001-1-	665	Minor computer equipment	2,000.00
0-1292-441-00-350-001-1-	671	Bldg R&M Supplies	5,000.00
0-1292-441-00-350-001-1-	672	Repair & Maint. Supplies equip, veh	4,000.00
0-1292-441-00-350-001-1-	679	Vehicle R&M Supplies	3,000.00
0-1292-441-00-350-001-1-	743	Office Furniture & Equipment	2,000.00
0-1292-441-00-350-001-1-	745	Computer Equipment	2,000.00
0-1292-441-00-350-001-1-	748	WIC Other Equipment	2,000.00
0-1292-441-00-350-001-1-	780	Capital Lease	6,000.00
0-1292-441-00-350-001-1-	810	Dues & Membership	1,000.00
0-1292-441-00-350-001-1-	811	License & Permits	500.00
0-1292-331-12-350-001-1-	000	WIC PROGRAM REVENUES	10,837,781.00
		TOTAL FUND BALANCE IMPACT	10,837,781.00

REASON: To appropriate funding for the WIC Adm FY2011 Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

DATE: 9/22/2010

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 0-1292-441-00-350-002-1-XXX WIC B/F PRG

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
0-1292-441-00-350-002-1-	113	Salaries of F/T Employees	397,238.00
0-1292-441-00-350-002-1-	115	Longevity	2,265.00
0-1292-441-00-350-002-1-	211	Health Insurance	65,385.00
0-1292-441-00-350-002-1-	212	Life Insurance	477.00
0-1292-441-00-350-002-1-	220	FICA	30,388.00
0-1292-441-00-350-002-1-	230	Retirement	37,817.00
0-1292-441-00-350-002-1-	250	Unemployment Compensation	1,986.00
0-1292-441-00-350-002-1-	260	Workers Compensation	0.00
0-1292-441-00-350-002-1-	581	In County Travel	2,000.00
0-1292-441-00-350-002-1-	583	Out of County Travel	3,000.00
0-1292-441-00-350-002-1-	584	Registration	2,000.00
0-1292-331-12-350-002-1-	000	WIC B/F PROGRAM REVENUES	542,556.00
		TOTAL FUND BALANCE IMPACT	542,556.00

REASON: To appropriate funding for the WIC B/F FY2011 Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT | DATE | ATTEST COUNTY CLERK

DATE: 9/22/2010

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 0-1292-441-00-350-012-1-XXX WIC Registered Dietician

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
0-1292-441-00-350-012-1-	113	Salaries of F/T Employees	35,919.12
0-1292-441-00-350-012-1-	211	Health Insurance	2,706.96
0-1292-441-00-350-012-1-	212	Life Insurance	27.00
0-1292-441-00-350-012-1-	220	FICA	2,747.81
0-1292-441-00-350-012-1-	230	Retirement	3,419.50
0-1292-441-00-350-012-1-	250	Unemployment Compensation	179.61
0-1292-331-12-350-012-1-	000	Registered Dietician- Revenue	45,000.00
		TOTAL FUND BALANCE IMPACT	45,000.00

REASON: To appropriate funding for the Registered Dietician FY2011 Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

DATE: 9/22/2010

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 0-1292-441-00-350-013-1-XXX WIC Lactation Services

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
0-1292-441-00-350-013-1-	113	Salaries of F/T Employees	44,417.47
0-1292-441-00-350-013-1-	211	Health Insurance	2,706.96
0-1292-441-00-350-013-1-	212	Life Insurance	27.00
0-1292-441-00-350-013-1-	220	FICA	3,397.94
0-1292-441-00-350-013-1-	230	Retirement	4,228.54
0-1292-441-00-350-013-1-	250	Unemployment Compensation	222.09
0-1292-441-00-350-013-1-	603	Education/Instruction Suppl	5,000.00
0-1292-331-12-350-013-1-	000	Lactation Services- Revenue	60,000.00
		TOTAL FUND BALANCE IMPACT	60,000.00

REASON: To appropriate funding for the Lactation Services FY2011 Grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-23043 **25.A.**

Acceptance of Roadway Affidavits

CC REGULAR

Date:	09/28/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Precinct # 1
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Precinct #1

Information

CAPTION

Authorization for consideration action and/or approval to accept San Rafael Street and Angel Street as per affidavits by property owners to be included in the County Wide Roadway System.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Part 1

Link: Part 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/20/2010 10:27 AM	APRV
2	Olga Garza	Olga Garza	09/23/2010 10:14 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 05:09 PM	APRV
4	Purchasing Department		09/24/2010 05:10 PM	NEW

Form Started By: Sandra Garcia — Started On: 09/17/2010 09:08 AM

Final Approval Date: 09/24/2010

AFFIDAVIT

Angel ~~San Rafael~~ Street
SAN RAFAEL

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I JUAN NINO Date of Birth 6-22-48.
Residing at P.O. Box 616 Edcouch TEXAS 78538.

I, being the property owner of Lot # 20 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 37 years.

I, certify that Angel SAN RAFAEL ~~San Rafael~~ Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said JUAN NINO this 16th day of September, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by JUAN NINO.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **RAUL & PIEDAD LEAL,** DATE OF BIRTH 8-21-53.
Residing at 9514 N FM 1015 MERCEDES, TX 78570.

I, being the property owner of Lot # 4 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 6 years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said RAUL LEAL this 16th day of September, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by Raul Leal.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **DANIEL & MARIA HINOJOSA,** DATE OF BIRTH 5-25-45.
Residing at PO BOX 942 ELSA,TX 78543.

I, being the property owner of Lot # 12 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 31 years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Daniel Hinojosa
Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said DANIEL Hinojosa this 16th day of September, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by DANIEL HINOJOSA.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **JORGE & PAULA AZA,** DATE OF BIRTH 12-19-67.
Residing at 3432 E MILE 13 ½ N MERCEDES, TX 78570.

I, being the property owner of Lot # 16 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 20 years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1990.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Jorge E. Aza
Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Jorge E. Aza this 16th day of September, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by Jorge E. Aza.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **MARIA D GONZALEZ,** Date of Birth 5-26-61.
Residing at PO BOX 1609 EDCOUCH,TX 78538.
I, being the property owner of Lot # 22 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 17 years.

I, certify that ~~Angel~~ San Rafael Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1993.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Maria D Gonzalez
Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said MARIA D. GONZALEZ this 16th day of September 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by MARIA D. GONZALEZ.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **SIMON HERNANDEZ** Date of Birth 9-2-72.
Residing at 9336 N FM 1015 MERCEDES,TX 78570. I, being the property owner of Lot # 7 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 8 years.

I, certify that ~~Angel~~ San Rafael Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 2002.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Simon Hernandez this 16th day of September 2010.

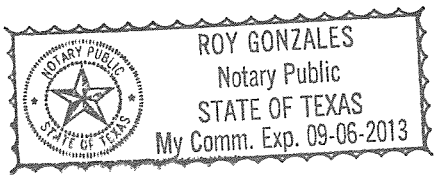
ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by Simon Hernandez.



Roy Gonzales

Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **SIXTO GUERRA,** DATE OF BIRTH 11-2-43.
Residing at 9616 N FM 1015 MERCEDES, TX 78570.

I, being the property owner of Lot # 3 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 24 years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 33yrs (1977)

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said SIXTO GUERRA this 16th day of September 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **SIXTO JR & HERMILA GUERRA,** who being before me here and now duly swears upon oath and says:

I **SIXTO JR & HERMILA GUERRA,** DATE OF BIRTH 11-2-43.
Residing at 9616 N FM 1015 MERCEDES,TX 78570.

I, being the property owner of Lot # 2 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 34 years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 33yrs (1977)

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner Name

Hermila D Guerra
Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Sixto JR & Hermila Guerra this 16th day of September, 2010.

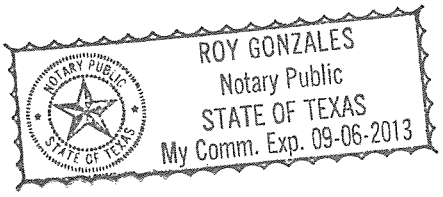
ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 14th day of September, 2010, by SIXTO JR & HERMILA GUERRA.



Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
ANGEL & San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **SIXTO III GUERRA** Date of Birth 11-2-43.
Residing at 9616 N FM 1015 MERCEDES,TX 78570. I, being the property owner of Lot # 6 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 24 years.

I, certify that SAN RAFAEL & Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 33 yrs (1977)

Furthermore, I ~~am in agreement~~ in dedication of the existing road to the County of Hidalgo.

Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said SIXTO GUERRA III this 16th day of September 2010.

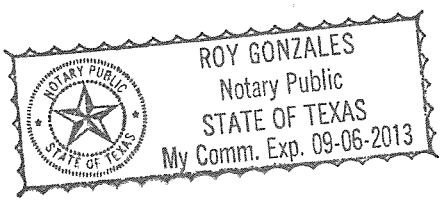
ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by SIXTO GUERRA III.



Ray Gonzales

Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I ERNESTO CASTANEDA Date of Birth 1-11-43.
Residing at P. O. BOX 1406 WESLACO, TEXAS 78596.

I, being the property owner of Lot # 13 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last _____ years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Ernesto Castaneda
Property Owner Name

_____
Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Ernesto Castaneda this 16th day of September, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by ERNESTO CASTANEDA.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I ERNESTO CASTANEDA Date of Birth 1-11-43.
Residing at P.O BOX 1406 Weslaco, TEXAS 78596.

I, being the property owner of Lot # 14 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 30 years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Ernesto Castaneda
Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Ernesto Castaneda this 16th day of September 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by ERNESTO CASTANEDA.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

AFFIDAVIT
Angel Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **JOSE LUIS TORRES,** DATE OF BIRTH 1-14-53.
Residing at 9608 ANGEL DR MERCEDES, TX 78570.

I, being the property owner of Lot # 15 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 29 years.

I, certify that Angel Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 29 (1981)

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Jose Luis Torres Ramirez
Property Owner Name

Sylvia Leal Jones
Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Jose Luis TORRES this 16th day of September 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by JOSE LUIS TORRES.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

AFFIDAVIT
San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **FRANCISCO & MARTHA MENDOZA,** Date of Birth 12-1-53. Residing atop BOX 1927 WESLACO,TX 78599. I, being the property owner of Lot # E-17 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 24 years.

I, certify that ~~Angel~~ San Rafael Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Francisco Mendoza JR
Property Owner Name

Martha Felicia Mendoza
Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Francisco & Martha Mendoza this 16th day of September 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by FRANCISCO & MARTHA MENDOZA.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **FRANCISCO & MARTHA MENDOZA,** Date of Birth 12-1-53. Residing atop BOX 1927 WESLACO,TX 78599. I, being the property owner of Lot # W-17 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 24 years.

I, certify that ~~Angel~~ San Rafael Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Francisco Mendoza JR
Property Owner Name

Martha Felicia Mendoza
Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Francisco & Martha Mendoza this 16th day of September 2010.

Roy Gonzales
Notary Public, State of Texas

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by FRANCISCO & MARTHA MENDOZA.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **ROSALVA M PEREZ,** Date of Birth 8-20-61.
Residing at PO BOX 1221 EDCOUCH,TX 78538. I, being the property owner of Lot # 18 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 20 years.

I, certify that ~~Angel~~ San Rafael Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1990.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Rosalva Perez this 16th day of September, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by ROSALVA Perez.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **FRANCISCO & YOLANDA REYES,** Date of Birth 3-10-55.
Residing at PO BOX 1012 EDCOUCH,TX 78538.
I, being the property owner of Lot #9, W-10 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 30 years.

I, certify that ~~Angel~~ SAN RAFAEL Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Yolanda Reyes
Property Owner Name

Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Yolanda Reyes this 16th day of September, 2010.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this 16th day of September, 2010, by Yolanda Reyes.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

AFFIDAVIT
San Rafael Street

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

I **RAFAEL & DORA CERDA,** Date of Birth 9-19-56.
Residing at PO BOX 4089 EDCOUCH,TX 78538. I, being the property owner of Lot # W-24 out of Colonia Tijerina Subdivision in Weslaco Texas, further certify that I have resided at this location for the last 16 years.

I, certify that ~~Angel~~ SAN RAFAEL Street has been maintained on and off on an as needed basis by the Hidalgo County Pct. # 1 since 1987.

Furthermore, I am in agreement in dedication of the existing road to the County of Hidalgo.

Rafael Cerda Villa
Property Owner Name

Dora L Cerda
Property Owner Name

SUBSCRIBED AND SWORN TO BEFORE ME, by the said Rafael & Dora Cerda this 16th day of September 2010.

Roy Gonzales
Notary Public, State of Texas

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

THE STATE OF TEXAS

COUNTY OF HIDALGO

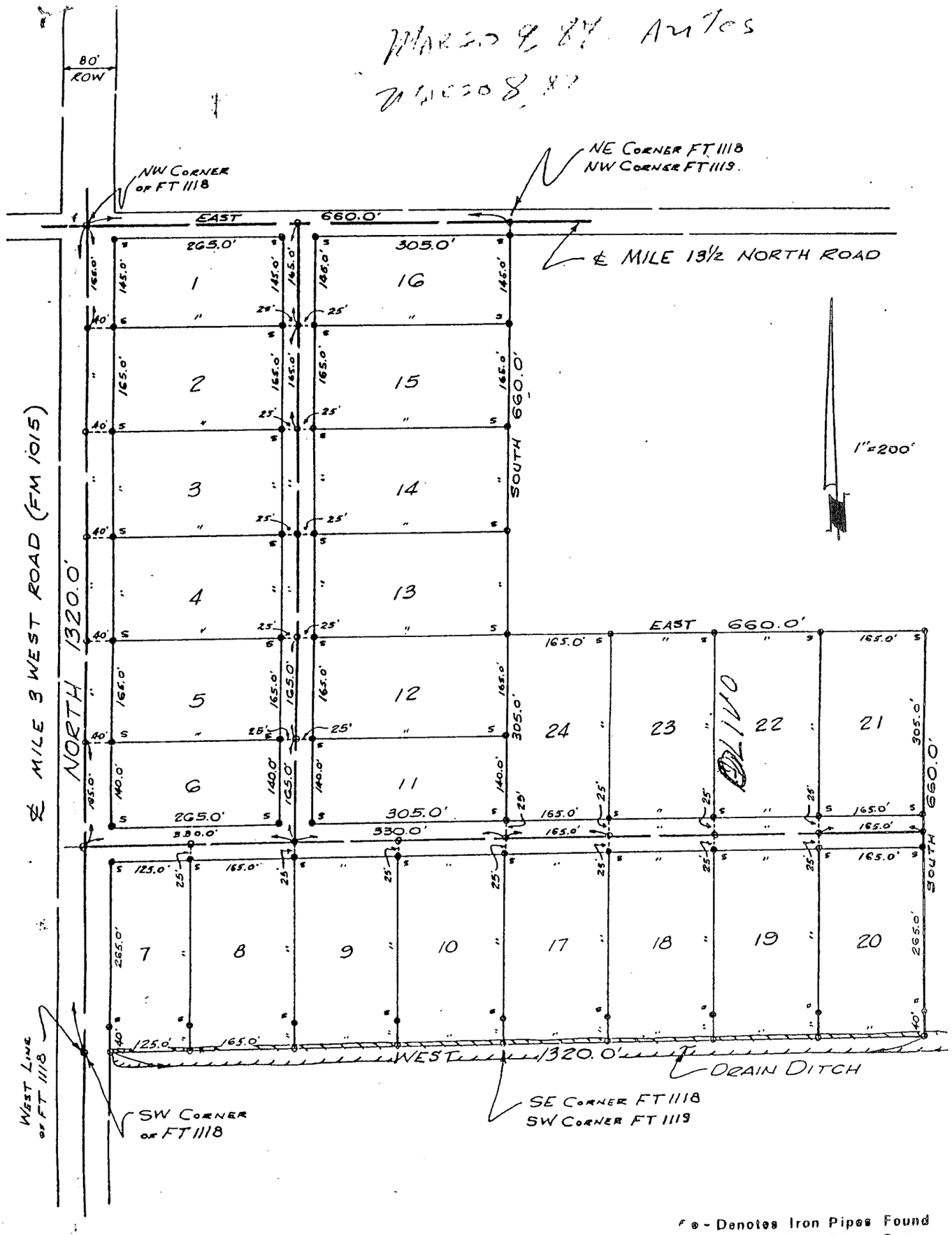
This instrument was acknowledged before me on this 16th day of September, 2010, by Rafael & Dora Cerda.

ROY GONZALES
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-06-2013

Roy Gonzales
Notary Public, State of Texas

CONSULTING ENGINEERS & SURVEYORS
1013 SYCAMORE – MC ALLEN, TEXAS
682-9081 — 682-9251

MAPCO & XY Acres
Tracts & XY



● - Denotes Iron Pipes Found
● - Denotes Iron Pipes Set

his is to certify that I have, this date, made a careful and accurate survey on the ground of property located at Mile 13½ North Road in Hidalgo County, Texas, described as follows: Tracts 1 thru 24 out of Farm Tracts 1118 and 1119 (See Legal Descriptions)

Adams Tract Subdivision, Llano Grande Grant, Hidalgo County, Texas, according to the pla corded in Volume 2, Page 35 of the Map Records of Hidalgo County, Texas.

his plat hereon is a true, correct, and accurate representation of the property as determined by rvey, the line and dimensions of said property being as indicated by the plat. The size, location, d type of buildings and improvements being within the boundaries of the property, and set back om property lines the distances indicated. The distance from the nearest intersecting street r road is as shown on said plat. There are no encroachments, conflicts, or protrusions, except s noted: None

STATE OF TEXAS
RICARDO R. SALINAS
24164
REGISTERED PROFESSIONAL ENGINEER

8-17-76
Date

Ricardo R. Salinas
Registered Professional Engineer #24164

AI-23090 **26.A.**

Proclamation for Paulino Rivera Jr.

CC REGULAR

Date:	09/28/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Hector Palacios
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Approval of proclamation recognizing Paulino Rivera Jr. for 30 years of service to Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Link: Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 10:50 AM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 11:29 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 05:02 PM	APRV
4	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV

Form Started By: Yolanda Cisneros — Started On: 09/21/2010 02:28 PM

Final Approval Date: 09/24/2010

County of Hidalgo
State of Texas

Proclamation

WHEREAS, Mr. Paulino Rivera Jr. has served the County of Hidalgo and Precinct # 2 from 1962 through 1969 serving the Precinct as a truck Driver and after a hiatus returned to the County for a second stint from 1985 to present day serving the County of Hidalgo for 30 years; and

WHEREAS, Mr. Paulino Rivera Jr. started his employment with the County in 1962 and continued to serve the County and Precinct # 2 until 1969 when he resigned to migrate to the states of Tennessee and Indiana where he worked picking strawberries, tomatoes, and cherries; and

WHEREAS, Mr. Paulino Rivera Jr. while working as a migrant field worker was able to demonstrated his leadership skills becoming a field crew leader in 1977 and thereafter; and

WHEREAS, Mr. Paulino Rivera Jr. returned to County specifically Precinct # 2 having worked as a migrant worker for several years returning to the Precinct as a truck driver in 1986; and

WHEREAS, Mr. Paulino Rivera Jr. in 1996 became an Assistant Foreman for Precinct # 2 working under then Commissioner Abelardo Arcuate; and

WHEREAS, Mr. Paulino Rivera Jr. while working for Precinct # 2 also has a history of giving back to the community. Serving the city of Hidalgo as a volunteer fire fighter and he was able to rise to the ranks of Lieutenant and Captain; and

WHEREAS, Mr. Paulino Rivera Jr. having risen to the position of Assistant foreman in 1996 he continued to rise within the ranks and became Assistant Field Director in 2001. A position he currently holds with the County and Precinct # 2; and

WHEREAS, Mr. Paulino Rivera Jr.'s last day of work as Assistant Field Director is September 30, 2010 and his official retirement is to commence immediately thereafter; and

NOW, THEREFORE: The Hidalgo County Commissioners Court does hereby recognizes Paulino Rivera for his many years of tireless service to the County of Hidalgo and Precinct # 2 and thank him for his commitment and numerous contributions to our County, Precinct, and Community as a whole.

Approved the ___day of September 2010

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT.

_____
Rene A. Ramirez
County Judge

_____
A. C. Cuellar, Jr
County Commissioner, Pct. 1

_____
Hector "Tito" Palacios
County Commissioner, Pct. 2

_____
Joe M. Flores
County Commissioner, Pct. 3

_____
Oscar L. Garza, Jr.
County Commissioner, Pct. 4

Attested to:

_____
Arturo Guajardo Jr.
County Clerk

AI-23032 **27.A.**

Request to rename CR 3421 to Marcedonio Rd.

CC REGULAR

Date:	09/28/2010
Submitted By:	Janie Alejos, COMM. PCT. #4
Submitted For:	Janie Alejos
Department:	COMM. PCT. #4
Agenda Category:	Precinct #4

Information

CAPTION

Request authorization to rename CR 3421 to Marcedonio rd. (said road is located South of S.H. 186 between Valley View rd to West of M. Davila Sr. Rd).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: 911 APPROVAL MEMO

Link: MAP-CR3421

Link: VISUAL MAP CR3421

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/16/2010 04:29 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/17/2010 10:07 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 05:01 PM	APRV
4	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV

Form Started By: Janie Alejos — Started On: 09/16/2010 03:15 PM

Final Approval Date: 09/24/2010

Lower Rio Grande Valley Development Council

Mayor Chris Boswell, Harlingen…….. President
Mayor Pro-Tem Alvin Samano, Member-at-Large …….. 1st Vice-President
Hon. Norma G. Garcia, Hidalgo County……..2nd Vice-President
Mayor Pro-Tem Eddy Gonzalez, Edcouch…….. Secretary
Commissioner Edward Camarillo, Brownsville …….. Treasurer
Commissioner John Ingram, McAllen …….. Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Celeste Sanchez
Commissioner, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Buddy De La Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
President, TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

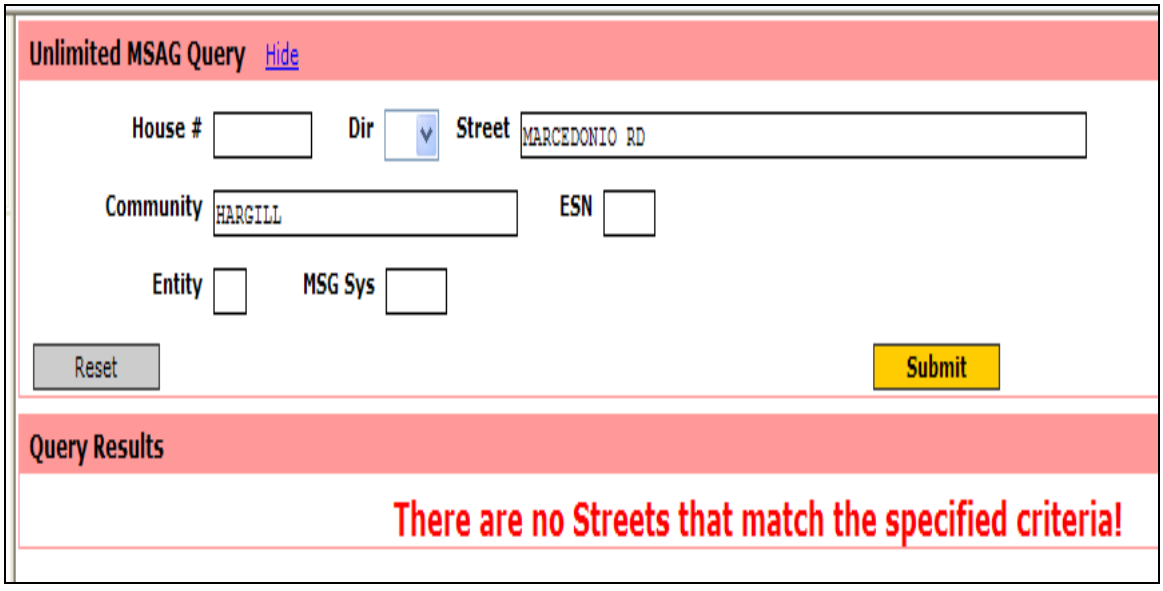
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

August 10, 2010

Hidalgo County Precinct 4
Juanita Alejos
102 N Doolittle Rd
Edinburg, TX 78539

The LRGVDC 9-1-1 Department acknowledges the County's notification on renaming a road in Hargill that is located between Valley View Dr and west of M Davila SR RD known as *CR 3421* within Hidalgo County Pct. #4 to **MARCEDONIO RD.**

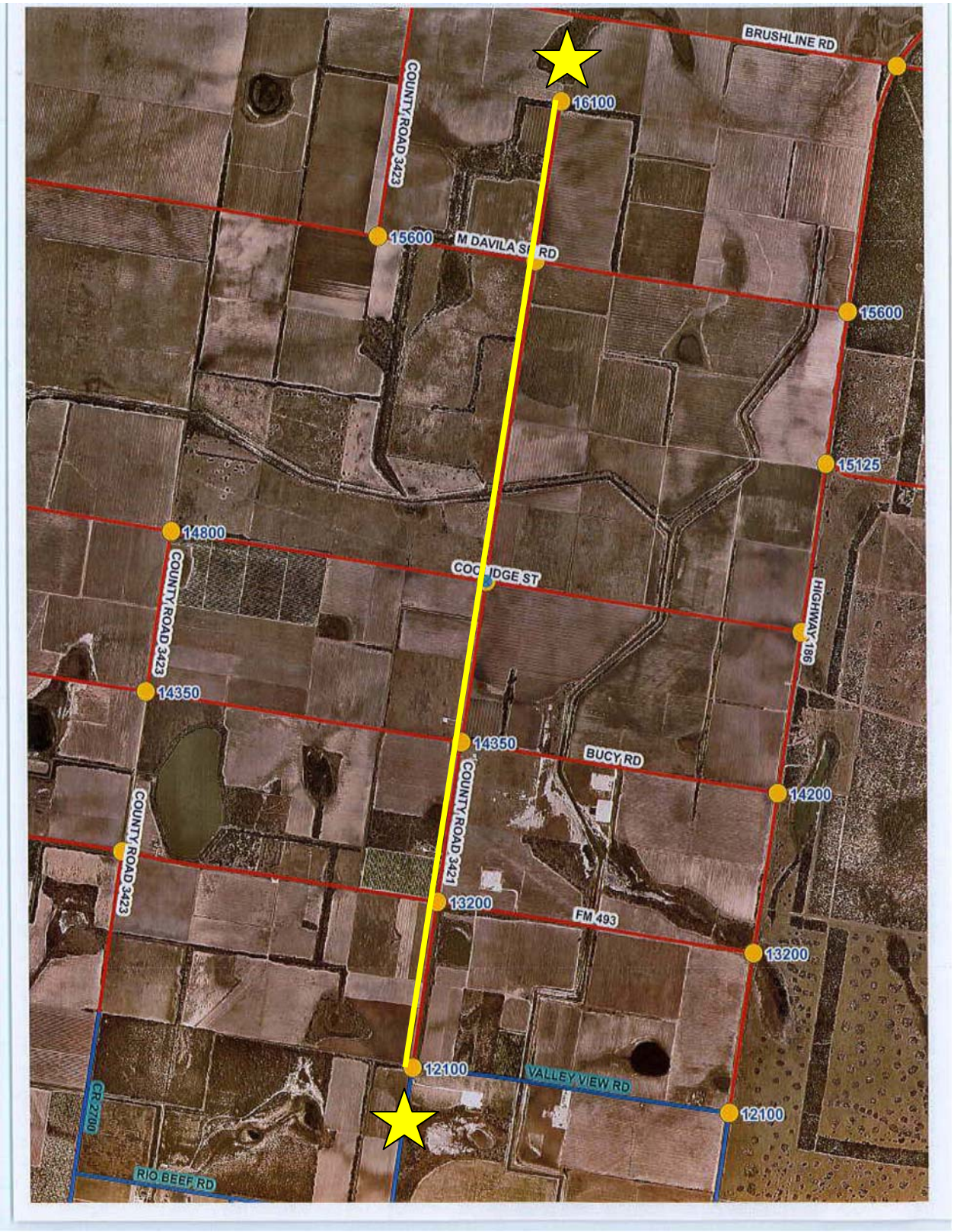
We have done a query on the state 9-1-1 database and found no match for the recommend name in the system what so ever. So, we recommend this name to be utilized for naming the road specified.

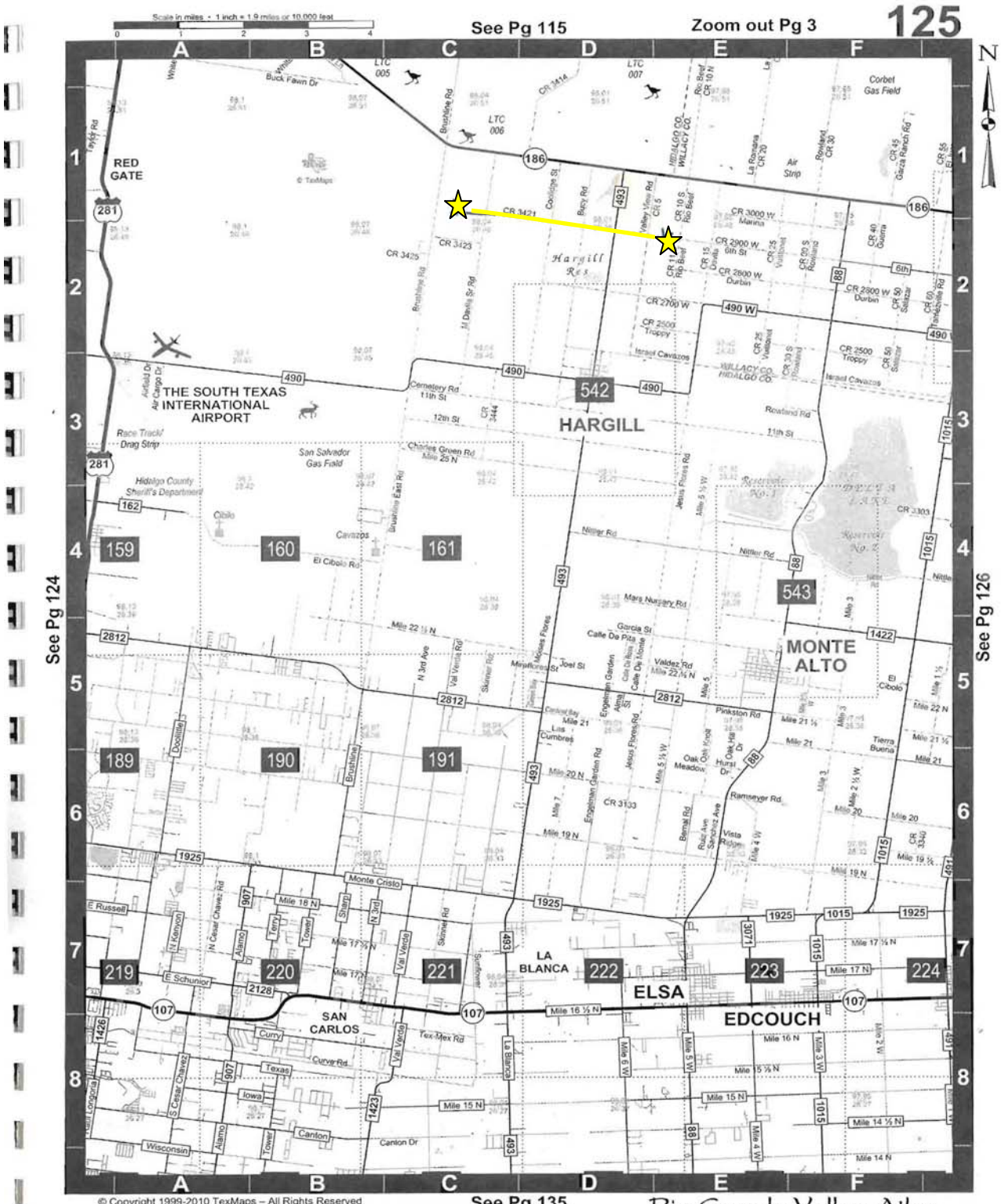


ACKNOWLEDGED ON: August 10, 2010
RESEARCHED BY: Maggie Garza
TITLE: 9-1-1 Database Planner

REQUEST TO RENAME CR3421 TO MARCEDONIO RD.

(LOCATED S. OF S.H. 186 BETWEEN VALLEY VIEW DRIVE TO JUST WEST OF M. DAVILA SR. RD)





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www.texmaps.com

AI-23074 **28.A.**

Tax rate and Budget Adoption

CC REGULAR

Date:	09/28/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Public hearing on the 2011 Proposed Budget as per Texas Local Government Code 111.067.
2. Discussion, consideration, and action on changes and corrections to the 2011 Proposed Budget.
3. Approval to set salaries, allowances, and other compensation for Fiscal Year 2011.
4. Adoption of the 2011 Annual Budget.
5. Adoption of the 2010 Hidalgo County Ad Valorem Tax Rate.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/21/2010 02:00 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/22/2010 01:59 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 05:01 PM	APRV
4	Purchasing Department	Marty Salazar	09/24/2010 05:01 PM	APRV

Form Started By: Angela Garcia — Started On: 09/21/2010 10:01 AM

Final Approval Date: 09/24/2010

AI-23079 **28.B.**

Constable Pct. 3 STOP Truancy Grant deobligation FY 2010 (fund 1285)

CC REGULAR

Date:	09/28/2010
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Constable Pct. #3 STOP Truancy Grant (1285):
Approval to deobligate unused cash match funds from the STOP Truancy grant (fund 1285, program #005) for FY 2010 and appropriate into Countywide Adm.-Contingency (fund 1100) in the amount of $9,001.31.

BACKGROUND

Grant period for FY 2010 is September 1, 2009 to August 31, 2010.

Interlocal agreements between Co. and School Districts (Sharyland, La Joya, and Mission) approved by CC on 5-26-09, AI #15664/ 12.A.1

Appropriation of funds, certification of revenues and setting of salaries approved by CC on 6-2-09, AI #15686/ 24.E.2

Grant has expired for FY 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1285-421-00-293-005-0-XXX

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

BUDGETARY IMPACT:

Deobligation of unused cash match funds for the Constable Pct. 3 STOP Truancy grant for FY 2010 and appropriation to Co. Wide Adm.-Contingency (0-1100-415-00-115-002-0-899). Grant has expired.

Attachments

Link: Constable Pct. 3 STOP Grant deobligation of funds

Link: Constable Pct. 3 STOP Grant expense report (backup)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/22/2010 10:52 AM	APRV

2	Budget & Management	Sylvia Solis	09/22/2010 11:01 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 03:09 PM	APRV
4	Auditor's Office	Linda Fong	09/24/2010 05:03 PM	APRV
5	Purchasing Department		09/24/2010 05:10 PM	NEW

Form Started By: Ivan Cantu Started On: 09/21/2010 10:58 AM

Final Approval Date: 09/24/2010

DATE: September 28, 2010

2010
Deobligation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 3 STOP Truancy Grant

ACCOUNT NUMBER: 0-1XXX-X91-01-000-X0X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-00-115-002-0-	899	Co. Wide Adm.-	Contingency	9,001.31
0-1100-491-01-000-285-0-	**891**	**Transfers Out-**	**Desig. Purp. Lvl 5**	**(9,001.31)**
0-1285-391-01-000-100-0-	**000**	**Transfers In-**	**General Fund**	**(9,001.31)**
0-1285-421-00-293-005-0-	211	STOP Truancy-	Health Insurance	(1,586.66)
0-1285-421-00-293-005-0-	212	STOP Truancy-	Life Insurance	(9.77)
0-1285-421-00-293-005-0-	220	STOP Truancy-	FICA	(735.82)
0-1285-421-00-293-005-0-	230	STOP Truancy-	Retirement	(297.25)
0-1285-421-00-293-005-0-	250	STOP Truancy-	Unemployment Comp.	(39.44)
0-1285-421-00-293-005-0-	260	STOP Truancy-	Workers Comp	(2,991.70)
0-1285-421-00-293-005-0-	890	STOP Truancy-	Other	(3,340.67)
			TOTAL BUDGET INCREASE (DECREASE)	**9,001.31**

REASON: Deobligation of unused cash match funds for the Constable Pct. 3 STOP Truancy Grant for FY 2010 and appropriation to Co. Wide Adm.- Contingency. Grant period is from 9-1-09 to 8-31-10. Grant has expired.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Account Inquiry - FAINQ01A 05/28/10 12:55 pm

Account No 0-1285-391-01-000-100-0-000 | Accounting Period 13 | Period | YTD | 252454 | pq 09 1 0 -1

Acct. Year 0 | Previous Year Info. | Description TRANSFERS IN-GENERAL FUND

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	58,015.34	.00	.00	58,015.34
09	.00	.00	.00	49,014.03	9,001.31
YTD	.00	58,015.34	.00	49,014.03	9,001.31
PRE	.00	.00	.00	.00	.00
TOT	.00	58,015.34	.00	49,014.03	9,001.31

Account Inquiry - FAINQ01A 05/28/10 12:55 pm

Account No 0-1100-491-01-000-285-0-891 | Accounting Period 13 | Period | YTD | 262588 | pg 09 -1 1 1

Acct. Year 0 | Previous Year Info. | Description TRANSFERS OUT-DESIG PURP LVL 5

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	58,015.34	.00	.00	58,015.34
09	.00	.00	.00	49,014.03	9,001.31
YTD	.00	58,015.34	.00	49,014.03	9,001.31
PRE	.00	.00	.00	.00	.00
TOT	.00	58,015.34	.00	49,014.03	9,001.31

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbranco	Y-T-D Expended	Available Balance	Percent Used
1285 DESIGNATED PURPOSE GRANTS LVL 5							
0-1285-421-00-293-005-0-113	STOP TRUANCY-REG F/T EMPLOYEES	.00	83,081.13	.00	78,363.79	4,717.34	94.32
0-1285-421-00-293-005-0-115	STOP TRUANCY-LONGEVITY PAY	.00	1,215.00	.00	709.25	505.75	58.37
0-1285-421-00-293-005-0-117	STOP TRUANCY-SUPPLEMENTAL PAY	.00	2,778.51	.00	2,168.33	610.18	78.04
0-1285-421-00-293-005-0-119	STOP TRUANCY-CLOTHING ALLOWANCE	.00	992.31	.00	986.17	6.14	99.38
0-1285-421-00-293-005-0-211	STOP TRUANCY-HEALTH INSURANCE	.00	9,655.16	.00	4,906.60	4,748.56	50.82
0-1285-421-00-293-005-0-212	STOP TRUANCY-LIFE INSURANCE	.00	59.67	.00	49.90	9.77	83.63
0-1285-421-00-293-005-0-220	STOP TRUANCY-FICA	.00	6,800.68	.00	6,064.86	735.82	89.18
0-1285-421-00-293-005-0-230	STOP TRUANCY-RETIREMENT	.00	8,125.23	.00	7,827.98	297.25	96.34
0-1285-421-00-293-005-0-250	STOP TRUANCY-UNEMPLOYMENT COMP	.00	665.34	.00	625.90	39.44	94.07
0-1285-421-00-293-005-0-260	STOP TRUANCY-WORKERS COMP	.00	2,991.70	.00	.00	2,991.70	.00
0-1285-421-00-293-005-0-890	STOP TRUANCY-OTHER	.00	3,340.67	.00	.00	3,340.67	.00
1285 DESIGNATED PURPOSE GRANTS LVL 5		.00	119,705.40	.00	101,702.78	18,002.62	84.96
0 YEAR 0		.00	119,705.40	.00	101,702.78	18,002.62	84.96

AI-23197 **28.C.**

Travel Policy

CC REGULAR

Date:	09/28/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Discussion, consideration and possible action regarding proposed revisions to the Travel Policy Guidelines and Procedures.

BACKGROUND

Fiscal Impact

Attachments

Link: Travel Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 03:32 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/24/2010 03:46 PM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 04:33 PM	APRV
4	Purchasing Department	Marty Salazar	09/24/2010 05:02 PM	APRV

Form Started By: Sergio Cruz — Started On: 09/24/2010 03:17 PM

Final Approval Date: 09/24/2010

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

1.00 REFERENCE

County Auditor's Form T.1.1 "Application for Official Travel"
County Auditor's Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"
County Auditor's Form T.1.3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T.1.4 "Final Travel Expense Claim"
County Auditor's Form T.1.5 "Out-of-County Travel Advance Request"
County Auditor's Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"

2.00 AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

3.00 BACKGROUND

Local Government Code § 152.011 authorizes Commissioners Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners Court approved the original policies, guidelines and procedures on June 1, 1996. On September 28, 2010, the Hidalgo County Commissioners Court revised the travel policies, guidelines, and procedures that were previously amended on August 5, 2008. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book") and any other travel policy previously approved by Commissioners Court. The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three requirements, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

4.00 POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees (collectively referred to as employees) while on official County business. The purpose of the trip must be for the County's benefit and/or be related to the Department's primary business activities as follows:

    a. To obtain statutorily required continuing professional education;
    b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
    c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County including its affiliated agencies and operations;
    d. To participate in professional organizations related to the employee's job assignment;
    e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
    f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
    g. To participate in forums, coalitions, and discussions relating to the policy, legislative, and regulatory interests of the County;
    h. To pursue the County's interests in litigation or criminal justice;
    i. To promote the economic development interests of the County; or
    j. To carry out other purposes determined by Commissioners Court to be in the interest of the County.

2. Sufficient funds must be available in the adopted budget before expenditures are made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will not be reimbursed.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

5. Departments must properly train employees on the Travel Policies, Guidelines, and Procedures (hereinafter referred to as the Travel Policy) and keep them informed of any changes in travel rules. Departments must ensure that all travel reimbursements are examined to ensure compliance with the Travel Policy prior to submitting payment requests. Employees must ensure that their travel complies with the Travel Policy and must not seek reimbursement for travel expenses that the employee should reasonably know are not reimbursable.

6. The County Auditor shall exercise his professional judgment to the extent allowed by law to approve travel expenditures when expenditures deviate from the Travel Policy; however, such expenditures must be reasonable, necessary, and incurred 1) while conducting official County business, and 2) for the County's benefit and/or related to the Department's primary business activities as noted in section 4.01.

7. AUTHORIZATION FOR OFFICIAL TRAVEL

   a. Prior to making any reservations and/or traveling, Departments that report to the Commissioners Court Executive Officer (hereinafter referred to as the Executive Officer) must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"**.

   b. The County is not obligated to pay for travel by Departments that report to the Executive Officer if prior approval from the Executive Officer was not obtained.

8. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - Registration fees, lodging, and airfare may be paid directly to vendors. The request for payment must be submitted to the County Auditor's Office - Accounts Payable Section at least two weeks prior to the date the check will be needed.

   b. Department's Travel Credit Card - If direct payment is not possible, the Department's travel credit card may be used to pay registration fees, lodging, and airfare (see Travel Credit Card procedures). Reservations for lodging, rental vehicles, or airfare using the Department's travel credit card must be made by the Purchasing Department unless the Department has been authorized by Commissioners Court to have custody of a travel credit card. The Department's travel credit card may not be used to make reservations at rates higher than allowed by the Travel Policy. Expenditures made with the travel credit card must be in compliance with the Travel Policy.

   c. Personal Credit Cards and/or Cash - If registration fees, lodging, or airfare is not prepaid, the County will reimburse the employee for travel

expenses incurred in accordance with the Travel Policy upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the credit limit charges, or late charges incurred on the employee's personal credit card.

d. Travel Advance - The employee may obtain a travel advance subject to certain restrictions (see Section 4.19).

9. COORDINATION OF TRAVEL

a. "Coordination of travel" in this Section means employees traveling together in a personally owned vehicle, County vehicle, or rental vehicle.

b. Except as provided by section (d) below, coordination of travel is required when four or fewer employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business. If more than four employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, only the driver of the personal vehicle or rental vehicle will be reimbursed for mileage or fuel charges, respectively. Mileage incurred by an employee to meet at a designated location or to pick up other employees may be reimbursed if reasonable and documented (see Section 4.11).

d. Exception to coordination of travel: Coordination of travel is not required by Hidalgo County Officials. It is also not required if prior to the trip, the County Official determines that coordination of travel is not feasible. That determination must be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not related to official County business, only one of the employees will be reimbursed.

10. AIR TRAVEL

a. When the most efficient travel is by air, reimbursement will be limited to coach fare. Refundable fares should be considered if the possibility of a trip cancellation exists. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Package fares (Friends Fly Free, etc.) are encouraged when two or more employees are traveling to and from the same location and overall cost can be reduced.

d. The employee must personally pay for the cost of the package fare (Friends Fly Free, etc.) if the employee is flying with family or friends. The employee will only be reimbursed for one half of the price of the coach fare upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"** and evidence of the price of the coach fare**.**

e. Baggage charges for up to two checked bags are reimbursable. Baggage charges in excess of the second checked bag will not be reimbursed unless the fees are incurred for checking County-owned equipment. Baggage excess weight fees will not be reimbursed. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section describing the County-owned equipment and the reason(s) for the equipment.

f. Charges for changes made to flight reservations will not be reimbursed unless the change is necessary due to official County business, a natural disaster, other natural occurrence, illness, or personal emergency. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section stating the reason(s) for the change to the flight schedule. If the County Auditor's Office determines that the rationale for the change was not related to official County business, a natural disaster, or other natural occurrence, illness, or personal emergency, the employee will not be reimbursed for the charges.

g. An original receipt for baggage fees must be submitted as supporting documentation for the reimbursement. In addition, an original passenger receipt issued by the airline company or an original itinerary issued by the airline company or travel agency must be submitted as supporting documentation for reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight. In addition, proof of payment is required if the airfare was paid by the employee.

If the original passenger receipt and itinerary are both unavailable, the supporting documentation must include a copy of the receipt or itinerary, the canceled check or credit card slip used to pay the transportation expense, or the credit card billing on which the transportation charges appear. If any of these alternative methods are used as supporting documentation, the information required from the receipt or itinerary described above must still be included in the documentation.

11. PERSONAL VEHICLE

a. Personal vehicle travel will be reimbursed at the County adopted rate per highway mile. Employees receiving a car allowance will not be reimbursed mileage, unless traveling outside of Hidalgo County. The County's adopted rate may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for an employee who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. The employee must supply documentation to support what the airfare would have been at that time.

c. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. The names of all employees traveling together on the same trip and in the same vehicle must be listed on **Form T.1.5 "Out-of-County Travel Advance Request"** and **Form T.1.4 "Final Travel Expense Claim**".

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using MapQuest, plus reasonable incidental travel. Any out-of-way or unreasonable travel distance as determined by the County Auditor will not be reimbursed.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information), purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis utilizing **Form T.1.3 "In-County Travel Automobile Expense Claim"**.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and

commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra has a meeting outside of the office. She drives directly to the meeting location, attends the meeting, and returns home. Her total round trip is 26 miles. Since her normal commute is 10 miles round trip to the office each day, Debra will only be reimbursed for 16 miles.

Example 2: Mary has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a ten o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled a total of 40 miles that day. She will be reimbursed for 30 miles.

Example 3: Daniel has a 15-mile daily round trip commute to the office. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management, returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles. Only 30 miles are reimbursable.

Example 4: Frank has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

h. The County does not provide insurance coverage for personal vehicles; therefore, each Department is responsible for ensuring employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the employee must appear on the automobile insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges, and theft of property are the responsibility of the employee, not the County.

i. Departments should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will only be made if a current driver's license and current insurance card are on file with the County Auditor's Office – Accounts Payable Section and the driver had an unexpired driver's license and current insurance coverage at the time of travel.

12. COUNTY VEHICLE

a. Employees are encouraged to use a County vehicle instead of their personal vehicle when traveling. Employees are required to have a

current driver's license. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. Individuals not on County business cannot be transported in a County vehicle, except for detainees and inmates. Additionally, County vehicles cannot be used when combining County business and personal leave.

b. Original receipts are required for reimbursement.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.

d. Vehicular accidents must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

13. VEHICLE RENTALS

a. Vehicle rentals will be reimbursed when it is the most economical means of transportation. Reservations for vehicle rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). Questions regarding vehicle rentals may be addressed to the Purchasing Department at (956) 318-2626. Additional information regarding the current contracted vendors and contracts may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/

b. Vehicle rental reservations should be made in advance to ensure the availability of the appropriate size and type of vehicle. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. In addition, a statement as to whether the Department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental vehicles are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" are not allowed, unless the vehicle rental company honors the rate for the applicable size and type of vehicle allowed by the Travel Policy.

c. Rental of vehicles is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of the rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. The employee must personally pay for the rental of a vehicle of a size and type not allowed by the Travel Policy. The employee will only be reimbursed the state contract rate for the allowable vehicle size and type. If an employee accepts insurance coverage for a vehicle rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee allowed to drive the rental vehicle must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses incurred by a passenger using another form of transportation while on the trip will not be reimbursed.

g. Employees are encouraged to re-fuel the rental vehicle prior to returning it to the vehicle rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T.1.4 "Final Travel Expense Claim**".

h. The original vehicle rental receipt/bill and vehicle rental agreement must be submitted as supporting documentation for payment or reimbursement. The original vehicle rental receipt/bill must indicate the starting and ending dates of rental, rental rates, name of the vehicle rental company, name of the driver and any additional drivers, and itemize all other expenses incurred. The vehicle rental agreement must include the name and signature of the employee that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Vehicular accidents must be reported to the local police before leaving the scene and the vehicle rental company. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

14. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Expenses for taxis, buses, and other ground transportation to and from airports will be reimbursed only when necessary. The use of a hotel shuttle service is encouraged when available.

b. Limousine service is not allowed.

c. Original receipts are required for reimbursement.

15. TOLLS

a. Tolls paid by an employee while traveling on Offical County business are reimbursable.

b. Original receipts are required for reimbursement. The receipt must itemize the date and the fare charged for each trip.

16. LODGING

a. The County encourages the use of clean, comfortable, and safe hotels but expects that employees will be frugal in selecting a hotel.

b. Employees are required to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. For a hotel directory listing please visit: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

c. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

d. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $115 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

e. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held, the County will pay the applicable single occupancy room rate, conference rate, or government rate.

f. When employees share lodging, the County will reimburse each employee his or her share of the actual lodging expense in an amount not to exceed the maximum lodging reimbursement rate. Each

employee must complete a **Form T.1.4 "Final Travel Expense Claim**" and note on the Form that lodging was shared.

Example 1: John and Robert are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is $115 per night plus applicable tax. The men would prefer to stay at a specific hotel that is most convenient to the location of their business meeting/conference. The room rate in this hotel is $140 per night plus applicable tax. John and Robert decide to share a room so they can stay in the hotel of their choice. Since each employee is allowed up to $115 per night plus applicable tax, the lodging cost is reimbursable. John and Robert may each claim $70 per night plus applicable tax.

Example 2: Angela and Vanessa are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is $115 per night plus applicable tax. The women would prefer to stay at a specific hotel that is most convenient to the location of their business meeting/conference. The room rate in this hotel is $250 per night plus applicable tax. Angela and Vanessa decide to share a room so they can stay in the hotel of their choice. Since each woman would be allowed up to $115 per night plus applicable tax, the lodging cost is only reimbursable up to $230 per night plus applicable tax. Angela and Vanessa may each claim up to $115 per night plus applicable tax.

g. An employee may claim less than the maximum per diem rate for meals and use the amount of the reduction to increase the maximum lodging reimbursement rate.

Example 1: Jennifer is planning to travel to Florida for a business meeting. The maximum lodging rate for out-of-state travel is $300 per night plus applicable tax of 17% and the meal per diem rate is $39 per day. Jennifer finds a hotel very close to where her business meeting is being held, but the hotel charges $310 per night plus applicable tax of 17%. Jennifer decides that she would like to reduce her meal reimbursement from $39 to $27.30 so that she can use the $11.70 reduction ($10 excess per night plus applicable tax at 17% of $1.70= $11.70) to stay in the convenient hotel.

Example 2: Alice is planning to travel to Houston for a conference. The maximum lodging rate for in-state travel is $115 per night plus applicable tax of 17% and the meal per diem rate is $39 per day. Alice finds a hotel very close to where her conference is being held, but the hotel charges $135 per night plus applicable tax of 17%. Alice decides that she would like to reduce her meal reimbursement from $39 to $15.60 so that she can use the $23.40 reduction ($20 excess per night

plus applicable tax at 17% of $3.40= $23.40) to stay in the convenient hotel.

h. Hotel reservations at a rate above the allowable rate must be paid using the employee's own personal credit card or funds (see Travel Credit Card Procedures). If a spouse and/or dependent(s) accompany the employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

i. When an election to share rooms or decrease the meal per diem in order to increase the lodging rate per night is made, written notice must be provided to the Purchasing Department in order that the Travel Credit Card is utilized to make the reservation or pay for the hotel accommodations.

j. Arrival one night prior to the day of the meeting or conference is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference begins at or after 10:00 AM. Same day travel is encouraged when the meeting or conference begins at or after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

k. Return one day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference ends at or before 3:00 PM. Same day travel is encouraged when the conference or meeting ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

l. Extra hotel nights for personal reasons will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the Department's travel credit card.

m. An employee may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

n. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

17. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-County – In-State Travel

A. Meals, including tips, will be reimbursed based on a per diem rate of $39 per day. The per diem will be prorated for partial days ($9-breakfast, $12-lunch, and $18-dinner). Trips beginning before 8:00 AM will receive $39; trips beginning after 8:00 AM but before 1:00 PM will receive $30; trips beginning after 1:00 PM will receive $18. Trips completed before 8:00 AM will receive $9; trips completed after 8:00 AM but before 6:00 PM will receive $21; and trips completed after 6:00 PM will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required when utilizing grant funds. Questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis as provided above for in-state travel.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $64 per day. The $64 maximum amount will be prorated for partial days ($14-breakfast, $20-lunch and $30-dinner). Trips beginning before 8:00 AM may receive up to the maximum amount of $64; trips beginning after 8:00 AM but before 1:00 PM may receive up to a maximum amount of $50; trips beginning after 1:00 PM may receive up to a maximum of $30. Trips completed before 8:00 AM may receive up to a maximum of $14; trips completed after 8:00 AM but before 6:00 PM may receive up to a maximum of $34; and trips completed after 6:00 PM may receive up to a maximum of $64. The employee is required to keep original itemized receipts to document the cost of these meals. If the employee fails to submit the required receipts for any one day, the meal reimbursement will be based on a per diem basis as provided above for in-state travel.

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate

higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) is covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed, except as provided in subsection (d.) below.

d. Actual meal expenses incurred by law enforcement personnel while transporting detainees/conducting extraditions that did not require an overnight stay will be taxed by the County Treasurer's Office. The non-overnight meal payment is deemed to be a taxable fringe benefit by the Internal Revenue Service. As a taxable fringe benefit, the payment is required to be included in the employee's wages for federal income and employment tax purposes. **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"** must be completed and submitted to the County Treasurer's Office.

e. Meal costs charged separately that do not require an overnight stay and are part of a registration fee will be reimbursed for in-county travel.

f. Advances for meals will only be provided when traveling out-of-county for two days or longer.

18. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of–state travel
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Lodging costs for extra day(s) on the trip for personal reasons
h. Luxury vehicle rentals (see exception in Section 13)
i. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
j. Fines, court costs, and related expenses
k. Meals for non-overnight travel (see exception 17.d and 17.e)
l. Baggage fees in excess of the second checked bag (see exception Section 10.e.)
m. Baggage excess weight fees.

n. Insurance purchased for rental vehicles (see section 13.a)
o. Interest, over the limit, or late charges incurred on a personal credit card
p. Expenses deemed unreasonable, excessive, unsupported or unexplained

19. TRAVEL ADVANCES:

a. Employees are encouraged to personally pay for travel expenses and request reimbursement from the County after returning from the trip. Employees may request a travel advance if the seminar/conference/ meeting is scheduled to last for 2 or more days by completing **Form T.1.5 "Out-of-County Travel Advance Request"**.

b. Travel advances are issued to the requesting employee and may not be used by any other employee. Likewise, travel advances are issued for a specific trip and may not be used for a trip different than the one listed on the original request.

c. Travel advances are the sole responsibility of the requesting employee and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through the submission of a properly completed **Form T.1.4 "Final Travel Expense Claim**".

d. Travel advance requests must be submitted to the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If the request is not received within the time specified, the employee will have to personally pay for the travel expenses.

e. Registration fees, lodging, and airfare will not be advanced to the employee. Employees are expected to make arrangements to prepay these travel expenses, whenever possible, by using the Department's travel credit card or by requesting a check be issued to the vendor.

f. Mileage may be advanced to employees traveling in their personal vehicle. Mileage will be calculated on a point-to-point basis using MapQuest and the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (e.g., taxi fare, shuttle fare, fuel charges for rental vehicles, airport and/or hotel parking) may be advanced based on justification.

h. In the event the trip is cancelled, travel advances must be returned to the County Treasurer's Office no later than 20 calendar days after the day of the seminar/conference/meeting.

i. Employees are required to account for their travel advance on **Form T.1.4 "Final Travel Expense Claim**". A properly completed Form T.1.4 along with original itemized receipts (except meal receipts) must be submitted to the County Auditor's Office – Accounts Payable Section within 20 calendar days after the employee returns from the trip. Subsequent travel advances will not be processed for an employee who has not settled a previous travel advance.

j. If an employee fails to account for a travel advance by submitting **Form T.1.4 "Final Travel Expense Claim"** within 60 days from the date the employee returned from the trip, the County Treasurer will deduct the travel advance from the employee's next paycheck. After the advance has been deducted from the employee's paycheck, the employee will not be able to request reimbursement from the County. Unsettled travel advances for terminated employees will be deducted from their final paycheck.

k. It is the responsibility of each Department to maintain a register of advances and reimbursements to ensure control over the advances and/or expenditures of all travel funds.

l. Prior to issuing a final paycheck to a terminated employee, the Department must ensure that all travel advances have been accounted for or repaid to the County. Any outstanding amount due the County will be deducted from the employee's final paycheck. If the employee is no longer an Elected Official or employee, the traveler shall deliver a personal check to be deposited in the appropriate fund by the Department. A matter of dispute or non-reimbursement may be referred to the District Attorney's Office for any necessary action or may be reported to the IRS as taxable income.

20. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the employee is required to make all necessary cancellations, notify the Purchasing Department if the Department's travel credit card was used for reservations, and/or notify the County Auditor's Office – Accounts Payable Section if payments were made in advance (registration, lodging, airfare, and vehicle rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

i. The employee is unable to conduct the official County business because of other official County business that had to be conducted by the employee. The employee is unable to conduct the official

County business because of a natural disaster or other natural occurrence and the expense would be payable or reimbursable had the official County business been conducted; or

ii. The employee is unable to conduct the official County business or returns before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of the official County business, natural disaster or other natural occurrence, or the Department's determination that an illness or a personal emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned and be accompanied by a written request to void the checks.

d. Travel expenses incurred by the County resulting from the failure of an employee to cancel reservations for reasons other than those listed above will be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

21. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred by an employee while conducting official County business will be reimbursed in accordance with the Travel Policy upon submission of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.

c. Only actual travel expenses incurred by the employee will be reimbursed. An employee who receives free transportation or lodging in exchange for mileage points or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. An employee may not accept a reimbursement or advance for a travel expense from more than one source. An employee who anticipates receiving or actually receives a travel expense reimbursement or advance from a source other than the County may only seek a reimbursement or advance from the County if the employee incurred or anticipates to incur travel expenses in excess of the amount reimbursed or advanced by the other source. If the employee receives reimbursement for the same travel expense from the County and

another source, the employee must return the County's reimbursement to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

e. If an original receipt is lost, an employee may submit a purchase affidavit to claim a reimbursement.

22. SANCTIONS

a. An employee who violates the Travel Policy and misuses County property or funds may be subject to disciplinary action, including termination, payroll deduction or reimbursement of any unauthorized travel expenses, and/or criminal charges.

PROCEDURES

A. Department

1. Ensure employee has read and understands the County's Travel Policy as it relates to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office – Grants Accounting Section at (956) 318-2511.

3. Departments that report to the Executive Officer must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"** before making any reservations and/or traveling.

4. Submit requisition to the Purchasing Department for registration, lodging, airfare, vehicle rental, meals and incidental expenses, if any. Requisition for meals and incidentals should be made under the employee's name. Ensure travel expenses are in accordance with the Travel Policy and requisition includes the following:

   a. Registration: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), notation as to mode of transportation (County vehicle, rental vehicle, or use of personal vehicle).

   b. Lodging: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), type of room, daily hotel rate, and number of nights. In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.

   c. Airfare: seminar/conference/meeting name, date(s), location (city and state), name of employee(s).

   d. Vehicle Rental: purpose of rental (i.e. attend seminar/conference/ meeting/election), seminar/conference/meeting/election name, date(s), location (city and state), name of driver and any additional drivers, type and size of rental vehicle, daily rental rate, location where rental will be picked up and returned (address, city, and state). If Department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of employee, seminar/ conference/ meeting name, dates(s), location (city and state), meals and incidental expenses by type listed separately.

5. If utilizing the Department's travel credit card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental. For Departments that report directly to the Executive Officer, submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department when requesting use of the Department's travel credit card.

6. Department's that have been authorized by Commissioners Court to have custody of a travel credit card may book their own seminar registration, hotel accommodations, airfare, and car rental. If the Department reports directly to the Executive Officer, approval for travel must be obtained from the Executive Officer prior to booking any travel by obtaining an approved **Form T.1.1 "Application for Official Travel"**.

7. If requesting direct payment for registration, and hotel accommodations, submit **Form T.1.2 "Registration, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section. In addition, for Departments that report directly to the Executive Officer, must submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office – Accounts Payable Section.

8. If requesting a travel advance, ensure employee has submitted any pending **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Accounts Payable Section. Then, submit requisition to the Purchasing Department for the travel advance in the name of the traveler and **Form T.1.5 "Out-Of-County Travel Advance Request"** to the County Auditor's Office – Accounts Payable Section. If you are a County Department reporting directly to the Executive Officer, submit the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department and the County Auditor's Office when requesting requisition and check for a travel advance.

9. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T.1.4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T.1.4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received.

Supporting documentation includes the following:

- Original itemized hotel receipt indicating a zero balance owed
- Original airline ticket receipt or travel agency itinerary
- Original baggage fees receipt
- Original car rental receipt and car rental agreement
- Original toll receipts
- Seminar/conference/ agenda
- Original receipt and/or confirmation for seminar, conference, etc.
- Seminar certificate of completion, if available
- Original taxi receipt
- Original parking receipt
- Printouts of MapQuest
- If coordination of travel is required, submit written justification for need to travel separately

Original receipts must be affixed to a sheet of paper in date order and attached to **Form T.1.4 "Final Travel Expense Claim"**.

10. Submit, if applicable, the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

11. Forward copy of receipt issued for remaining travel funds and **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

12. Request reimbursement from hotel for any excess amount paid related to lodging rate and/or taxes, if applicable. Reimbursement should be made payable to the Hidalgo County Treasurer.

13. Submit, if applicable, copy of the County Treasurer's receipt for reimbursements received from hotels for any excess amounts paid to the County Auditor's Office – Accounts Payable Section.

14. Submit, if necessary, **Form T.1.3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

15. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel credit card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Auditor's Office - Accounts Payable Section. The check must be accompanied by a written request from the County Official to void the checks.

In addition, if a trip was cancelled, **Form T.1.4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A.8 above, supporting documentation should include the following:

- Description of the official County business
- Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

16. Submit, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"** to the County Treasurer's Office in order that the actual meal expenses incurred for non-overnight travel made by law enforcement while transporting detainees/inmates be included in the employee's wages for Federal income and employment tax purposes.

B. Purchasing Department

1. Review requisition submitted by Department for registration, lodging, airfare, or vehicle rental. Ensure requisition includes the information listed in Section A.4 above and that request is in compliance with the Travel Policy. If request is submitted by a Department that reports directly to the Executive Officer, obtain a copy of the approved **Form T.1.1 "Application for Official Travel".** In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.

2. If request is in compliance with Travel Policy, issue purchase order for registration, lodging, airfare, or car rental.

3. Upon Department request, make reservations for lodging, airfare, or vehicle rental using the Department's travel credit card ensuring reservations comply with the Travel Policy.

4. Upon notice by Department of a trip cancellation, cancel reservations made using the Department's travel credit card.

5. If airfare was reserved using the Department's travel credit card, maintain a schedule of refundable airfare credits received as a result of cancellations. The schedule should include the Department name, employee name, cancellation date, and re-schedule/use date.

C. Executive Officer

1. Review **Form T.1.1 "Application for Official Travel"** submitted by Departments that report to the Executive Officer and approve request for official travel if need for travel is properly justified.

D. County Auditor

1. Obtain the approved **Form T.1.1 "Application for Official Travel"** from Departments that report to the Executive Officer prior to processing a check for registration, lodging, airfare, travel advance, or reimbursable travel expenses.

2. Audit and process **Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"** ensuring compliance with the Travel Policy.

3. Audit and process **Form T.1.5 "Out-of-County Travel Advance Request"** ensuring compliance with the Travel Policy.

4. Audit and process **Form T.1.4 "Final Travel Expense Claim"** ensuring compliance with the Travel Policy.

5. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T.1.4 "Final Travel Expense Claim**".

6. Send notice to Departments when checks have been issued directly to the vendor or employee and a **Form T.1.-4 "Final Travel Expense Claim"** has not been submitted.

7. Notify the County Treasurer of any employees for which the County has made travel payments and who have not submitted **Form T.1.4 "Final Travel Expense Claim"** within the specified time.

8. Audit and process **Form T.1.3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the Travel Policy.

E. COUNTY TREASURER

1. Receive, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions".** Include the meal per diem for non-overnight travel made by law enforcement personnel while transporting detainees/inmates in the employee's wages for federal income and employment tax purposes.

2. Submit bi-weekly report to the County Auditor's Office – Accounts Payable Section listing employees who received a taxable meal per diem wage and whose wages were taxed.

3. Mail out travel checks unless the Department has requested otherwise.

4. Notify the Departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

5. Verify identification and obtain signature of employee picking up the check before releasing the check.

6. Verify that remaining travel funds being returned to the County by the employee are accompanied by a copy of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.

7. Issue official County receipt for reimbursements received from hotel for any excess amount paid related to lodging rate and/or taxes.

8. Make arrangements to deduct from the employee's paycheck any travel payments made to a vendor or the employee if **Form T.1.4 "Final Travel Expense Claim"** is not submitted within the specified time.

9. Contact and verify with the County Auditor's Office – Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

AI-23167 **28.D.1.**

Appropriation of Funds - JP Technology Fund
CC REGULAR

Date:	09/28/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Justice Court Technology (1242):
Approval of 2010 appropriation of funds in the amount of $24,330.00 for Justice Court Technology to fund New Pct. 2 building complex project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $24,330.00 to Justice Court Technology. To provide funds for cabling and access control for the two Justice of the Peace Offices in the New Pct. 2 building complex.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 01:05 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/24/2010 11:42 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 05:08 PM	APRV
4	Purchasing Department		09/24/2010 05:10 PM	NEW

Form Started By: Sylvia Solis — Started On: 09/23/2010 11:21 AM

Final Approval Date: 09/24/2010

DATE: September 23, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Justice Court Technology

ACCOUNT NUMBER: 0-1242-412-00-060-001-0-720

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1242-412-00-060-001-0-720	Justice Court Tech - Building	24,330.00
	TOTAL BUDGET INCREASE (DECREASE)	**24,330.00**

REASON: To appropriate funding for the Justice Court Technology to fund cabling and access control for the two Justice of the Peace Offices in the New Pct. 2 building complex.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-23161 **29.A.4.**

Dead Body Pick-Up and Transport Services

CC REGULAR

Date:	09/28/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of final negotiated contract with RGV Transport Services in connection with: Dead Body Pick-up & Transport Services Project as approved by CC for negotiation on 09/21/10.

BACKGROUND

Contract to become effective as of October 14, 2010.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Funds in the amount of $360,497.84 available as of 09/23/10.

Attachments

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/23/2010 03:48 PM	APRV
2	Budget & Management	Sylvia Solis	09/23/2010 03:59 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/23/2010 04:22 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Vangie Garcia — Started On: 09/22/2010 05:28 PM

Final Approval Date: 09/24/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-003-09-28

THIS CONTRACT is made and entered into this **28th** Day of **September, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **RGV TRANSPORT SERVICES LLC,** ("Company").

WHEREAS, County exempted from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section 262.024(a)(2) for **"Dead Body Pickup and Transport Services"** the ("Services") as it concerns the preservation of the health and safety of the residents of the County;

WHEREAS, in recognition of the statutory requirement for "Dead Body Pickup and Transport Services" the ("Services"), the Commissioners Court of County approved the exemption and authority to negotiate a service contract.

WHEREAS, pursuant to the negotiations, County has requested for Company to provide copies of the drivers licenses of the listed employees for a background check; and

WHEREAS, County has requested for Company to provide and maintain a "Surety Bond" in the amount of $10,000.00, which will remain in effect for the duration of the contract period and must be provided within ten (10) days of approval of contract by Commissioners Court; and

WHEREAS, County has requested for Company to provide the list of vehicles to be used in the transportation services of bodies. Vehicles will require to be identified as "RGV Transport Services" by displaying a magnetic sign on vehicles; and

WHEREAS, County has requested for Company not to in any manner whatsoever have any contact with or offer any information related to the procedures ordered by the appropriate County Officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the contractor will be through the appropriate County Official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for **"Dead Body Pickup and Transport Services"**. 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 scope of services, described in Exhibit "A", within **Hidalgo County** on request by the Commissioners Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any

and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. Company agrees to abide by the County's request in providing copies of the driver's licenses of the Company's listed employees for background check; and

4. Company agrees to provide and maintain a "Surety Bond" in the amount of $10,000.00 and to which it will remain in effect for the duration of the contract period and will provide to the County within the ten (10) days of approval of contract by Commissioners Court; and

5. Company agrees to provide to County the list of vehicles to be used in the transportation services of bodies and to display and identified as "RGV Transport Services" by displaying a magnetic sign on vehicles; and

6. Company agrees to abide to County's request not to in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County Officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the contractor will be through the appropriate County Official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

7. This Contract shall be for a period beginning **October 14, 2010** and ending **October 13, 2012** (the "Termination Date"). Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and

conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

8. 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.

9. 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.

10. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

11. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

12. Company shall provide a sufficient number of trucks, vehicles, personnel

and equipment available to safely and efficiently provide the Services.

13. **INDEMNIFICATION: Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

14. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

15. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

16. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**RGV Transport Services** **Attn: Aaron River, Owner** **1901 Pecan Blvd.** **McAllen, Texas 78501**

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

18. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County within thirty (30) day's written notice prior to cancellation.

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

20. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: RGV Transport Services

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONERS COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
SCOPE OF SERVICES
"Dead Body Pickup and Transport Services-Hidalgo County"

SCOPE OF SERVICES:
Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the Hidalgo County Facility at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

A. Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are not acceptable. All drivers must possess a current valid Texas driver's license and be properly covered under contractor's insurance.

B. Background Check on all personnel to include driving history utilizing the Texas Department of State Health Service criteria for criminal background checks on EMT/Paramedic personnel require fingerprints through the Fingerprint Applicant Service of Texas (FAST) for Texas/FBI criminal history check.

C. Transportation from place of death, morgue and/or funeral home to Hidalgo County Facility. Service will also require pick-up of deceased from Hidalgo County Facility to Funeral Home of choice of relative(s).

D. Contractor must furnish all equipment required for transporting dead human bodies, i.e., body bag (if applicable), gurney, cot, and stretcher. Body bag will be on an "as needed basis" only and will be provided by Hidalgo County when applicable.

E. The contractor will be on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, and will be available to respond within thirty (30) minutes of telephone notification.

F. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials.

G. The contractor must provide and maintain a Surety Bond in the amount of $10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the contract.

H. Contractor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the Contractor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

I. Contractor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).

TERMS AND CONDITIONS:

1. This Contract shall be for a period beginning **October 14, 2010** and ending **October 13, 2012** (the "Termination Date. Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and condition and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process. If County holds over and continues in possession of the Premises after expiration of the term of this contract, Hidalgo County will be deemed to be occupying the premises on the basis of a month to month tenancy subject to all of the terms and conditions of this contract.

2. Hidalgo County has the right to terminate this contract upon giving thirty (30) days written notice of cancellation.

3. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

EXHIBIT "B"
VENDOR'S FEES

PURSUANT TO THE EXEMPTION AND CONTRACT NEGOTIATION MEETING HELD ON SEPTEMBER 22, 2010, THE FOLLOWING ARE THE RATES NEGOTIATED.

Per body with body bag-------$75.00

Per body without body bag---$60.00

Body bags will be provided by Hidalgo County.

Please refer to the Negotiated Fees Letter signed by company.

PURCHASING DEPARTMENT
County Of Hidalgo

September 22, 2010

Aaron Rivera, Manager
RGV Transport Services, LLC
1901 Pecan Blvd.
McAllen, Texas 78501

via email: ronrivera55@yahoo.com

Re: ***Best And Final Offer-Negotiated Contract***
"Dead Body Pick-up and Transport Services"

Dear Mr. Rivera:

Pursuant to action taken by the Hidalgo County Commissioners' Court on 09/21/2010 on the authority to negotiate a contract for the "Dead Body Pick-Up and Transport Services", a meeting was held this morning. In this meeting several points of interest and concerns were stressed out to you that are very important factors in this service contract that will require your company to abide by.

You are to provide Roy Cazares with copies of the driver license of the listed employees as requested to you in the meeting. Please be aware and as a reminder that a "Background Check" on all personnel will be initiated and must be compliant.

You must provide and maintain a "Surety Bond" in the amount of $10,000.00, which will remain in effect for the duration of the contract period and must be provided within ten (10) days of approval of contract by Commissioners Court.

Provide the list of vehicles to be used in the transportation services of bodies. Vehicle to be used in the transportation of body(ies) will require to be identified as "RGV Transport Services" in order to avoid any possible conflicts and compliant purposes. Any and all updated applicable insurances naming and stating Hidalgo County as additionally insured must be included.

Contracted vendor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County Officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the contractor will be through the appropriate County Official to ensure compliance with Title I of the Heath Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule). Cause for termination of contract will follow if not compliant.

Fees negotiated per body with body bag as $75.00 from $80.00 and without body bag stays as $60.00. Body Bags will be provided by Hidalgo County as stated in the meeting.

Please review this "Best And Final Offer" letter and return back by signing below along with all of the required documentation in order to proceed with an agenda item for Commissioners Court approval.

Should you have any questions, or require further information, please do not hesitate to contact me at (956) 292-7000 ext. 4856.

Respectfully,

Virginia V. Garcia, Contracts Manager
Hidalgo County Purchasing Department

Enclosures

xc: file

9/2/2010

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2010

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
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco TX 78599

CONTACT NAME: San Juanita Palacios
PHONE (A/C, No, Ext): (956) 968-5521 **FAX (A/C, No):** (956) 969-9198
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 00002639

INSURED
RGV Transports ervices, LLC
1901 Pecan
McAllen TX 78501

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Century Surety Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1092400443 **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 COMMERCIAL GEN AL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO JEC LOC			CCP618673	2/12/2010	2/12/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ INCLUDED
	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)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder s added as Additonal Insured.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus 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

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TEXAS LIABILITY INSURANCE CARD

Commercial Policy
DBA: RGV TRANSPORT
1901 PECAN
MCALLEN, TX 78501

FARMERS

Policy Number: 604756715
Effective Date: 08/07/2010
Expiration Date: 08/07/2011

Year 1996 Make CHEVROLET Model ASTRO VAN VIN 1GCDM19W2TB194008

Texas County Mutual **1-800-225-0011**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra
Phone No: 956-682-5919

25-7700 1-08 A7700201

Texas Liability Insurance Card
Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

25-7700 1-08

Tarjeta de Seguro de Responsabilidad de Texas
Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su poliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehiculo de motor
- licencia para conducir
- etiqueta de inspeccion de seguridad para su vehiculo.

Puede que usted tenga tambien que mostrar esta tarjeta o su poliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehiculos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspension de su licencia para conducir y su registro de vehiculo de motor, y la retencion de su vehiculo por un periodo de hasta 180 dias (a un costo de $15 por dia).

TEXAS LIABILITY INSURANCE CARD

Commercial Policy
DBA: RGV TRANSPORT
1901 PECAN
MCALLEN, TX 78501

FARMERS

Policy Number: 604756715
Effective Date: 08/07/2010
Expiration Date: 08/07/2011

Year 1997 Make CHEVROLET Model ASTRO VAN VIN 1GCDM19W2VB162243

Texas County Mutual **1-800-225-0011**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Hector Ibarra
Phone No: 956-682-5919

25-7700 1-08 A7700201

Texas Liability Insurance Card
Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

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25-7700 1-08

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Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su poliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehiculo de motor
- licencia para conducir
- etiqueta de inspeccion de seguridad para su vehiculo.

Puede que usted tenga tambien que mostrar esta tarjeta o su poliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehiculos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspension de su licencia para conducir y su registro de vehiculo de motor, y la retencion de su vehiculo por un periodo de hasta 180 dias (a un costo de $15 por dia).

TEXAS LIABILITY INSURANCE CARD

Insurance Company
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Name and Address of Insured
RIVERA, RON

1901 PECAN BLVD

MCALLEN TX 78501

Policy Number
BA-2323R717-10-SEL

Effective Date 05-29-10 Expiration Date 05-29-11

Agent
ESSENTIAL INS GROUP
(281)493-1700

Year	Vehicle Make/Model	VIN
2007	CHEVROLET	3GNFK16337G230396

This policy provides at least the minimum amount of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

TRAVELERS

CAIDTX Rev. 12-06

TEXAS LIABILITY INSURANCE CARD

Insurance Company
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Name and Address of Insured
RIVERA, RON

1901 PECAN BLVD

MCALLEN TX 78501

Policy Number
BA-2323R717-10-SEL

Effective Date 05-29-10 Expiration Date 05-29-11

Agent
ESSENTIAL INS GROUP
(281)493-1700

Year	Vehicle Make/Model	VIN
1996	CADILLAC	1GEFH90PXTR706596

This policy provides at least the minimum amount of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy

TRAVELERS

TARJETA DE SEGURO RESPONSABILIDAD DE TEXAS

Compañía de Seguro
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Nombre y Dirección del Asegurado
RIVERA, RON

1901 PECAN BLVD

MCALLEN TX 78501

Número de Póliza
BA-2323R717-10-SEL

Fecha Efectiva 05-29-10

Fecha de Expiración 05-29-11

Agente:
ESSENTIAL INS GROUP
(281)493-1700

Año	Marca de Vehículo/Modelo	VIN
2007	CHEVROLET	3GNFK16337G230396

Esta póliza provee por lo menos la cantidad mínima de seguro de responsabilidad requerida por ley (Texas Motor Vehicle Safety Responsibility Act) para el vehículo especificado y para los asegurados nombrados, y puede proveer cobertura para otras personas y otros vehículos según provisto en la póliza de seguro.

TRAVELERS

CAIDTX Rev. 12-06

TARJETA DE SEGURO RESPONSABILIDAD DE TEXAS

Compañía de Seguro
19046 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
800-238-6225

Nombre y Dirección del Asegurado
RIVERA, RON

1901 PECAN BLVD

MCALLEN TX 78501

Número de Póliza
BA-2323R717-10-SEL

Fecha Efectiva 05-29-10

Fecha de Expiración 05-29-11

Agente:
ESSENTIAL INS GROUP

Año	Marca de Vehículo/Modelo	VIN
1996	CADILLAC	1GEFH90PXTR706596

Esta póliza provee por lo menos la cantidad mínima de seguro de responsabilidad requerida por ley (Texas Motor Vehicle Safety Responsibility Act) para el vehículo especificado y para los asegurados nombrados, y puede proveer cobertura para otras personas y otros vehículos segun provisto en la póliza de seguro

TRAVELERS

SURETY BOND EXHIBIT

BOND NO. BBS 2110706

BUSINESS SERVICES BOND

☒ Old Republic Surety Company ☐ Old Republic Insurance Company

☐ _____

(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE COMPANY)

AGREEMENT

In consideration of an agreed premium, the Company indicated above (hereinafter called "Surety") hereby agrees to indemnify RGV TRANSPORT LLC of 1901 PECAN BLVD., MCALLEN, TX 78501 (hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscribers" to the Obligee) or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and for which the Obligee is liable, to an amount not exceeding TEN THOUSAND DOLLARS AND 00/100*** _____ DOLLARS ($ 10,000.00 _____), the limit of the bond.

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

SOLE PROPRIETOR OR PARTNERSHIP RIDER

TEXAS AMENDATORY RIDER

TERM OF BOND:
SECTION 1 - The term of this bond begins at 12:01 A.M. standard time on OCTOBER 6, 2009 at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:
SECTION 2. Loss is covered under this bond only (a) if sustained through any acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall happen first.

LIMITS OF BOND:
SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

DEFINITION OF EMPLOYEE:
SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America or within the District of Columbia, Puerto Rico, the Virgin Islands or elsewhere for a limited period, but not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

DEFINITION OF EMPLOYEE DISHONESTY:
SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

DEFINITION OF OCCURRENCE:
SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

DEFINITION OF PREMISES:
SECTION 7. Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

MERGER OR CONSOLIDATION:
SECTION 8. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:
SECTION 9. Regardless of the number of years this bond shall

AI-23160 **29.A.5.**

Deadline for Year End Purchases

CC REGULAR

Date:	09/28/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation and concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" for all General Fund Budgets and any other applicable budgets for the following:

a. Cut-off date for the submission of Requisitions by Friday, October 15, 2010, on goods and/or services that require sufficient time to order and receive prior to 12-31-10 , i.e. MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for the submission of Requisitions by Friday, December 3, 2010 on goods and/or services that require sufficient time to order and receive prior to 12-31-10, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all departments that open purchase orders at 12-31-10 for which there is not a proper invoice and physical receipt of goods and/or services will be charged to the 2011 budgets.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary/fiscal impact.

Attachments

Link: Memo-Year End Purchases

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/23/2010 02:39 PM	APRV
2	Budget & Management	Sylvia Solis	09/23/2010 02:53 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 11:28 AM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Marty Salazar

Started On: 09/22/2010 04:47 PM

Final Approval Date: 09/24/2010

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL FUND and/or APPLICABLE FUND - Elected Officials/Dept. Heads**

From: **Martha L. Salazar** — **H/C Purchasing Agent**; **Raymundo Eufracio, CPA** — **H/C Auditor**; **Raul Silguero** — **H/C Budget Officer**

DATE: **September 28, 2010**

RE: **"Order" for Requisition Submission Date Deadline -"DAY TO DAY PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, September 28, 2010, this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, December 3, 2010 at 5:00 p.m.** for the submission of the following:

Goods and/or Services for the Day to Day Operations of your department/program/agency and NOT those Goods and/or Services (Major Purchases, i.e., vehicles, furniture, equipment, etc.) for which a DEADLINE of 10-15-10 was ORDERED by Commissioners Court in the MEMO you received from this department and dated 09-28-10.

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2010) fiscal/calendar year for those goods and/or services necessary to carry on and conduct the day to day operations of your department, program or agency;

b) **the proper funding of all line items through the Budget Office will be required prior to the submission of requisitions for day to day purchases with the deadline of 12-03-10;**

c) All goods and/or services must be received and rendered by December 31, 2010 to qualify for payment under your 2010 budgets;

d) **All open Purchase Orders from the 2010 budgets** for which goods were not received or services not rendered by December 31, 2010 **will lapse** and **those Purchase Orders will be charged from the 2010 budgets;**

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-item funding or creation of the proper line-item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of December 3, 2010.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 12-03-09 VIA FAX TO 956-318-2629.

_____ **Date:** _____

Signature - elected official/department head/or authorized designee

_____ _____

Printed Name/Title **Department**

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL FUND and/or APPLICABLE FUNDS - Elected Officials/Dept. Heads**

From:

Martha L. Salazar	**Raymundo Eufracio, CPA**	**Raul Silguero**
H/C Purchasing Agent	**H/C Auditor**	**H/C Budget Officer**

DATE: **September 28, 2010**

RE: **"Order" for Requisition Submission Date Deadline -"MAJOR PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, September 28, 2010, this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, October 15, 2010 at 5:00 p.m.** for the submission of the following:

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2010) fiscal/calendar year **FOR MAJOR PURCHASES (i.e., vehicles, furniture, equipment, etc.) THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12-31-10;**

b) the proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2010 to qualify for payment under your 2010 budgets;

d) **All open Purchase Orders from the 2010 budgets** for which goods were not received or services not rendered by December 31, 2010 **will lapse** and **those Purchase Orders will be charged from the 2011 budgets;**

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-item funding or creation of the proper line-item through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of October 15, 2010.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 10-15-10 VIA FAX TO 956-318-2629.

_____ **Date:** _____

Signature - elected official/department head/or authorized designee

_____ _____

Printed Name/Title **Department**

AI-23114 **29.A.6.**

PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES FOR HIDALGO COUNTY

CC REGULAR

Date: 09/28/2010
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of the final negotiated contract with the sole qualified submitting physician, Norma Jean Farley, M.D. for the provision of:"Autopsies and Related Services".

BACKGROUND

Original draft contract provided by Atlas & Hall and final review as to form and content by Hon. Josie Ramirez (as requested by DA office).

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:

Funds in the amount of $360,497.84 available as of 09/24/10.

Attachments

Link: CONTRACT 1ST PART
Link: CONTRACT 2ND PART

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2010 03:17 PM	APRV
2	Budget & Management	Sylvia Solis	09/24/2010 03:18 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/24/2010 04:44 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Olga Montero Started On: 09/22/2010 09:44 AM

Final Approval Date: 09/24/2010

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 28th day of September, 2010, by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was the successful respondent to the Request for Qualifications ("RFQ") sought by the County for a contractor to provide turnkey autopsies and related services more particularly described in the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County Bid No. 2010-002-06-30-otm" (see Memorandum dated September 21, 2010 attached hereto as Exhibit "A"); the Curriculum Vitae of Norma Jean Farley, M.D., which contains the Contractor's bid response (see Exhibit "B" attached hereto); and the Hidalgo County Request for Qualifications Bid No. 2010-002-06-30-otm" (see Exhibit "C" attached hereto), all of which are incorporated herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor will perform all autopsies for Hidalgo County.

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in Exhibits A, B, and C, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor must complete autopsies within twenty-four (24) hours of receiving such order and that the Contractor must be available to provide the Services that are requested twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as described in the Contractor's bid response included herein as Exhibit "B";

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

> "A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine

the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done."
Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide all of the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, histology lab services and toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers
2. Counter top digital scale (for infants)
3. Formalin
4. Camera, digital
5. Large glass measuring cup
6. Ladoe (small stainless steel-1 prefer plastic)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters
11. Mayo dissecting scissors
12. Autopsy Saw
13. Short scissors
14. Forceps (3 toothed okay)
15. Microscope
16. Histology Laboratory

17. Toxicology Laboratory

18. X-ray portable and processor (with mobile imaging at first)

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies will be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies.

1.3 Logistics. Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsies. **HOWEVER, SHOULD THE COUNTY SECURE A FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PEROFRMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL BE REDUCED TO INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT.**

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to commence autopsies within twenty-four (24) hours receiving an order for an autopsy and shall be available to provide the Services twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year as described in Contractor's bid response attached hereto as Exhibit "B".

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding twenty-four (24) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, no later than two (2) weeks after an autopsy has been completed, written reports including but not limited to all findings from the completed autopsy and all laboratory results.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board eligible or certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

2.3. Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Contractor shall purchase the

Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County District Attorney, such other medical practice does not impair the

fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County District Attorney, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.3 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.

9. CONSULTATION

9.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is unavailable.

10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND AT HIS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED TO THE EXTENT SUCH IS REASONABLY AVAILABLE, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the

outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing September 28, 2010, and ending on September 27, 2012.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for an additional one (1) year term under the same fees, rates, terms and conditions. "The County shall have the sole option to extend the Agreement on a month to month basis under the same fees, rates, terms and conditions. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to continue this Agreement on a month to month basis, with at least thirty (30) days notice of its termination of the continued services of Contractor."

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) Any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (60) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor:	Norma Jean Farley, M.D. 200 S. 10th St. Ste-1105 McAllen, Texas 78501
If to County:	Rene A. Ramirez, County Judge 100 E. Cano Edinburg, Texas 78540

15. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

16. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

17. COMMITMENT OF CURRENT REVENUES

17.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the 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.

18. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

19. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this

provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

20. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

22. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

23. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

24. AUTHORIZATION FOR AGREEMENT

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

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2010.

_____
Norma Jean Farley, M.D.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

_____
By:

EXHIBIT "A"

MEMORANDUM

PURCHASING DEPARTMENT
County Of Hidalgo

FOR IMMEDIATE REVIEW
MEMORANDUM

To: Norma Jean Farley, M.D. Phone No. (956) 778-8742

From: Martha L. Salazar, CPPB/Purchasing Agent
Olga T. Montero, Buyer
Hidalgo County Purchasing Department

Re: "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"
RFQ No. 2010-002-06-30-otm

Date: September 24, 2010

Pursuant to the meeting held on Wednesday, September 01, 2010 with the Hon. Homer Vasquez (Hidalgo County Asst. District Attorney), Roy Cazares (District Attorney Personnel Director), Olga T. Montero (Purchasing Department Buyer III) with Interview & negotiations for the above mentioned project.

Please confirm (by signing below) that your Best and Final Offer (BAFO) are those items contained in your letter dated September 21, 2010 (refer to attachment) for your proposed scope of work, services and fees. In addition, you also acknowledged and committed to render and comply with the scope of services outlined in the response to the RFQ No. 2010-002-06-30-otm- "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County".

Please indicate below and return via fax to (956) 292-7612 or email: olga.montero@co.hidalgo.tx.us by no later than Friday, September 24, 2010.

Signed: Norma J. Farley MD
Signature

Print: Norma J. Farley M.D.

Date: 9-24-10

If you have any questions, please call me Olga T. Montero or Martha L. Salazar at (956) 292-7000 Ext. 4859 or (956) 292-7611 respectively.

Thank you.

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

September 21, 2010

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Contracted (Funeral Home) Facility Bid No. 2010-002-06-30-otm

I. Autopsy cost (with understanding that the morgue will be relocated to Hidalgo County facility during contract period).
- A. Full autopsy (head and body) - $1,450.
- B Partial – $1,100.
- C. External examinations – $1,000.
- D. Toxicology Only - $150.
- E. Chart Review - $0 - $250 depending on difficulty of case.
- F. Autopsy cost includes:
  1. Office manager and Administrator for Valley Forensics
  2. CD of photographs as needed.
  3. Transcription costs.
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation time).
- G. Autopsies will be performed at Ceballos Funeral Home with the same fees usually charged for these services. All morgue expenses including personnel, autopsy technicians (2), on call personnel for the morgue, security, maintenance and supplies are the responsibility of Ceballos Funeral Home except for the supplies currently being provided by Valley Forensics. Although the administrative office for the forensic pathologist and staff was originally to be located at Ceballos Funeral Home per the original contract with the county, the office has moved to a separate facility due to a lack of available space. Internet, fax, printer and telephone service for the morgue is being supplied by Valley Forensics.

II. Fees not included:
- A. Histology and Microbiology– approximately $7,000 per year
- B. Toxicology – approximately $145.00 to $270.00 per case as needed (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
- C. X-rays. - $50 per X-ray (maximum charge of $300)
  1. Will be performed at the facility using Valley Forensic equipment.
  2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).
- D. Sexual Assault Kit - $50 to complete a sexual assault kit when not warranted (e.g. decomposed, other) and $25 if county/investigative agency supplies kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year (currently $750.00 per case).
   2. Eye pathology – retinal hemorrhage analysis ($500.00 a case) – only if approved by District Attorney after consultation.
   3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

G. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).
   2. Bullets will be released to investigating agency.

H. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.

J. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides will be billed to the county at a rate of $100/hour. The cost will include preparation, travel, and testimony.

Norma Jean Farley, M.D.

Valley Forensics, P.L.L.C.

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

September 21, 2010

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Hidalgo County Morgue Facility Bid No. 2010-002-06-30-otm

I. Autopsy cost:
- A. Full autopsy (head and body) - $1,450.
- B Partial – $1,100.
- C. External examinations – $1,000.
- D. Toxicology Only - $150.
- E. Chart Review - $0 - $250 depending on difficulty of case.
- F. Autopsy cost includes:
  1. Staff of an office manager and an additional part-time secretary and one clerk employed by Valley Forensics to receive and release decedents and assist in the morgue/office during office hours - estimated $39,522.00. These employees were previously supplied by Ceballos Funeral Home.
  2. CD of photographs as needed.
  3. Transcription costs.
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation time).
- G. Autopsy sinks (6), body refrigerators/coolers (2), work stations (4), organs scales(5), autopsy lights and morgue cabinets for morgue (estimated costs new of $140,000) purchased used by Valley Forensics from morgue in Orlando, Florida and to be sold to Hidalgo County for $11,500.

II. Fees not included:
- A. Histology and Microbiology– approximately $7,000 per year.
- B. Toxicology – approximately $145.00 to $270.00 per case as needed (most forensic cases – homicides, exited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
- C. X-rays. - $50 per X-ray (maximum charge 300.00).
  1. Will be performed in the Hidalgo County Morgue using Valley Forensic equipment.
  2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).
- D. Sexual Assault Kit - $50 to complete a sexual assault kit only when not warranted (e.g. decomposed, other) and $25 if county/investigative agency supplies kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Staff or security to release or receive decedents after hours if not agreed to by body transport services after cleared background check of employees ($25.00/case).

G. Staff to collect blood, toxicology, fingerprints, or photograph decedents for identification after hours or weekends as requested by law enforcement - $25.00/case.

H. Autopsies will be performed at the Hidalgo County Morgue and all morgue expenses are the responsibility of Hidalgo County including but not limited to:
   1. Autopsy technician (~40,000/year with benefits) with Dr. Farley as supervisor of employee.
   2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by County (M-F, 8am-5 pm).
   3. Security for the building (monitored access), maintenance, medical waste and supplies.
   4. All utilities for the building and IT assistance to include internet service and telephone service.
   5. The autopsy technician salary and on call personnel were previously supplied by Ceballos Funeral Home, and if not covered by the County, will be added to the autopsy fee.

I. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year (currently $750.00 per case).
   2. Eye pathology – retinal hemorrhage analysis ($500.00 a case) – Only if approved by District Attorney after consultation.
   3. Dental Odontology – bite mark analysis. Only if requested by the District Attorney after consultation.

J. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency.
   2. Bullets will be released to investigating agency.

K. Prints of photographs – $25.00 to be paid by requesting agency (CD of photographs at no charge).

L. Laboratory analysis on appropriate cases (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.)

M. The cost to provide testimony at the request of Hidalgo County on cases other than homicides will be billed to the county at a rate of $100/hour. The cost will include preparation, travel, and testimony.

N. Security or other personnel to receive and release decedents at morgue after hours and on weekends – Estimated at $6500.00 or $25.00/occurance.

O. Relocation of morgue/office contents from current location to the Hidalgo County facility is the responsibility of the County.

III. The above cost proposal is with the understanding that the current Justice of the Peace system will continue and does not reflect fees or staffing necessary to support a Medical Examiner's system. The above cost proposal is intended for Hidalgo County with no agreement to supple services for other counties.

Norma Jean Farley, M.D.

EXHIBIT "B"

CURRICULUM VITAE

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone
Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident - 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT

3/07-present	**Valley Forensics (Autopsy Service and Expert Testimony)** **Chief Forensic Pathologist, Hidalgo and Cameron Counties** 200 S. 10th Street, Suite 1105, McAllen, TX
7/04-3/07	**Pathology Laboratory** Forensic Pathologist Valley Baptist Medical Center 2101 Pease Street, Harlingen, TX
7/03-7/04	**Bexar County Medical Examiner's Office** Medical Examiner 7337 Louis Pasteur, San Antonio, TX
1/00-7/03	**AmeriPath South Texas** 301 South Frio Street, San Antonio, TX Anatomic, Clinical and Forensic Pathologist Director of Autopsy Services, Medical Director
11/99-1/00	**Deputy Medical Examiner (part-time position)** Travis County Forensic Center 1213 Sabine Street, Austin, TX 78767
6/99-1/00	**Sedgwick County Regional Forensic Science Center** 1109 N. Minneapolis Wichita, KS 67214 **Deputy Chief Coroner-Medical Examiner** **Interim District Chief Coroner-Medical Examiner** 9/99-1/00
2/89-8/90	**Research Assistant** University of Texas Medical School, Houston, TX Dept. of Pathology, Steven Norris, Ph.D. Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
1/87-1/89	**Research Technician** Texas A&M University, College Station, TX Dept. of Pathology, John Kochevar, M.D. Research in Renal Cell Carcinoma and Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, *13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.*
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - *Urinalysis and Serum Protein Electrophoresis,* University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of AML, FAB M_4 and M_5.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil.* J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reit5er RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals.* Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00.

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5.*
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: *American Journal of Clinical Pathology (Abstract),* 4/98.

Lovell, M., E. Griffiths, C. Harrison, **N. Farley.** *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* **Presentation:** Texas Society of Pathologists, 2/98.

Kohlmeier, R., **N. Farley,** B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). **Publications:** *Am J Emerg Med,* 1997 May;15(3):303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* **Platform Presentation:** American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, **N. Farley,** J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997,20:244-246.

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J9873

EXPIRATION DATE

08-31-2011

NORMA JEAN FARLEY, MD
1511 PRESTON TRAIL
HARLINGEN TX 78552-6213

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE

PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

Norma Jean Farley, M.D.
Autopsy Services and Expert Testimony, P.L.L.C.
1023 N. 23rd Street
McAllen, TX 78501
Tel: 956-682-7938, Fax: 956-682-5645

Qualifications and Services Provided

1. Qualifications (please refer to C.V. for more information):
   A. Education:

Bexar County Forensic Science Center
7337 Louis Pasteur
San Antonio, TX 78229-4565
Assistant Medical Examiner
Forensic Fellowship
07/98-06/99

University of Texas Health Science Center
San Antonio, TX
Combined Anatomic and Clinical Pathology Residency
Residency Director: Larry Fowler, M.D.
07/94-06/98
Chief Resident – 1997-1998

University of Texas Health Science Center
San Antonio, TX
College of Medicine
Degree: M.D.
08/90-05/94

Stephen F. Austin State University
Nacogdoches, TX
B.S. in Biology and Secondary Education
01/85-08/86

San Jacinto College
Pasadena, TX
Associate in Arts
08/81-12/83

B. Expertise (please see professional history and C.V.):

1. Certifications and Licenses:

   a. **The American Board of Pathology**:
      1. Certified in Combined Anatomic and Clinical Pathology (11/98)
      2. Forensic Pathology (9/00)
      (Passed both on first attempt.)

   b. **United States Medical Licensing Exam:** Passed: Step 1, 2, 3.

   c. **State License: Texas.**

2. The following are a list of professional organizations which I have a current membership. They do not represent expertise, since they are only memberships.
   a. American Society of Clinical Pathologists
   b. College of American Pathologists
   c. American (& Texas) Medical Association
   d. Cameron County Medical Society
   e. National Association of Medical Examiners
   f. Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
   g. Texas Forensic Science Commission (Governor appointed), 9/09

3. A letter of good standing with the Texas Board of Medical Examiners can be obtained. There is also an internet site for the board where anyone can see board actions taken or complaints on a physician.
   License number – J9873, exp. – 8/31/2011.

4. Currently have liability insurance with the Texas Medical Association Insurance trust (200,000/600,000).

5. Motor vehicle insurance is through State Farm Insurance.

C. Experience:

1. Professional History:

   Valley Forensics, PLLC (Autopsy Services and Expert Testimony, PLLC)
   Forensic Pathologist, Hidalgo and Cameron Counties
   200 S. 10th Street, Suite 1105, McAllen, TX
   3/07 - Present
   Contract with Hidalgo County for autopsy services

1. Professional History (continued):

Pathology Laboratory
Anatomical, Clinical and Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street
Harlingen, TX
Performed Cameron County Forensic Autopsies
(No contract)
7/04-3/07

Bexar County Medical Examiner's Office
Medical Examiner
7337 Louis Pasteur
San Antonio, TX
7/03-7/04

AmeriPath South Texas
301 South Frio Street
San Antonio, TX
Anatomic, Clinical and Forensic Pathologist
Head of Autopsy Services, Medical Director
1/00-7/03

Deputy Medical Examiner (part-time position)
Travis County Forensic Center
1213 Sabine Street
Austin, TX 78767
11/99-1/00

Sedgwick County Regional Forensic Science Center
1109 N. Minneapolis
Wichita, KS 67214
Deputy Coroner-Medical Examiner
Interim District Coroner-Medical Examiner
Similar contract with counties in Kansas outside of Sedgwick County
6/99-1/00

2. References:

Dr. Jennifer Rulan, Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
210-335-4001.

Dr. Kim Molina, Deputy Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229 210-335-4001.

Dr. Jan Garavaglia (Discovery Channel - "Dr. G. Medical Examiner"), District Nine Medical Examiner's Office, Orlando, Florida 32806, 407-836-9472

D. Scope of Services:

1. The autopsy facility is to be provided by Hidalgo County. Option I as defined by Section I General Terms and Conditions of the RFQ is not an option in which ASET, PLLC is willing to participate.
    A. The County facility will include a morgue with a minimum of four autopsy stations, a separate building with at least one autopsy station and cooler for decomposed autopsies, adequate lighting, a large cooler to store a minimum of 20 bodies on individual autopsy carts, refrigerators and freezers to store tissue and body fluids, a storage area to retain five years of autopsy formalin fixed tissue, a generator for possible mass or natural disasters, security and monitored alarm system and ventilation that meets the requirements of the American Society for Healthcare Engineering and American Institute of Architects. Hidalgo County will be responsible for stocking the morgue with all needed supplies and building maintenance. The facility will also include adequate office space for all morgue personnel including utilities. Additional morgue requirements can be discussed at a later date.
    B. Autopsy technician(s)/morgue clerk are the responsibility of Hidalgo County or the salary will be added to the base autopsy fee.

2. Radiology – is performed at the facility. ASET, PLLC currently owns the equipment necessary to perform post mortem radiologic exams.

3. Histology of tissue when needed will be performed by an outside laboratory on cases requiring microscopic examination of tissue.

4. Forensic Analysis:
    A. Toxicology – Toxicology should be performed on most forensic autopsies and will be performed at National Medical Services (accredited by the American Board of Forensic Toxicology (ABFT) - the most specific and complete accreditation available for forensic laboratories performing post-mortem and human performance toxicological testing.) Also approved by the Texas DPS.
    B. DNA testing and physical evidence – Severely burned and decomposed human remains and some trace evidence on homicide cases (sexual assault kits, fingernail clippings, bite marks, etc.) mayl require DNA identification which will be performed at National Medical Services (accredited by the Crime Laboratory Accreditation Program of the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD-LAB) for laboratory analysis in the disciplines of Biology (DNA and Serology), and Texas DPS) or dental identification. The investigating agency may want to send physical evidence to DPS, which will be released with chain of custody forms. Ballistics is usually performed by DPS, with bullets released to the investigating agency with chain of custody forms.

5. Postmortem examination will be performed on cases ordered by a Justice of the Peace to determine cause and manner of death. Full autopsies include an external and internal examination of the body, with removal of organs, organ weights and gross description of findings. Toxicology will be performed on most if not all cases (see 1A above). Samples of tissue will be held in formalin for 5 years. Postmortem blood and other body fluids, including DNA samples, will be held for 3 - 5 years. Pictures will be taken of all homicide cases and most accidental cases and stored at the facility. These pictures will be available for the Justice of the Peace and/or District Attorney's Office on request. Older individuals (61 years or older) or individuals with a significant medical history may require an external examination only with toxicology screening (examination of the outside of the body for injury with no internal examination or removal of organs). Infant deaths suspicious for SIDS may require cardiac consultation, cytogenetics, and microbiology. Infanticide cases may require neuropathology for diffuse axonal injury, possible eye pathology for retinal hemorrhages, and other studies as needed. Most forensic autopsies take approximately 6 weeks (30 working days), as required by the College of American Pathologists. Complicated cases requiring outside consultations (neuropathology, cardiac pathology, forensic odontology, and ballistics) will be completed immediately after receiving the consultation report(s), since these consultations need to be added to the forensic autopsy report. Guidelines of the College of American Pathologists and National Association of Medical Examiners will be followed. Offices performing 2 week turn-around-time for autopsies are not providing adequate forensic services, which was addressed in Travis County, Texas.

A faxed copy of each forensic autopsy will be sent to the ordering Justice of the Peace and District Attorney's Office at the completion of the case. Preliminary cause and manner of death information will also be faxed to the Justice of the Peace and District Attorney's office within 48 to 72 hours for the purpose of completing the death certificate.

Chemical analysis will be performed on vitreous fluid when necessary.

6. Testifying will be provided on all homicides at no fee to Hidalgo County by a forensic pathologist employed by A.S.E.T., PLLC. Testimony on most cases associated with an autopsy performed by a doctor for A.S.E.T., PLLC will be provided as part of the autopsy fee. Locums Tenums forensic pathologists will cover any absence of an A.S.E.T. PLLC pathologist at the expense of A.S.E.T., PLLC, and testimony on these cases is at no fee as long as provided by a pathologist employed by A.S.E.T., PLLC.

7. Once a signed order for autopsy is received from an appropriate official and any needed information is obtained (medical records, EMS reports and incident reports or verbal report of circumstance from investigative agency), an autopsy will be performed. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays with weekends off and major holidays off (Christmas, New Years, 4th of July, etc.)

8. When the forensic pathologist is out of the office, a qualified pathologist will be hired for that period of time and at the expense of A.S.E.T./primary pathologist. This pathologist will be required to complete the autopsy report in a timely fashion and the primary pathologist at A.S.E.T. will review and cosign the final autopsy report on homicides.

9. A.S.E.T. will provide a transcriptionist at no additional cost to the county.

10. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays with weekend and major holidays off. After business hours, a pathologist, pathology assistant or investigator will be available for calls from law enforcement; tissue procurement agencies, justices of the peace and the district attorneys office by cellular telephone which will be made available only to appropriate county officials. Questions regarding autopsies to be performed or autopsy reports will be addressed during regular business hours with messages to be left on voicemail after hours. Since the county is a Justice of the Peace system, a J.P. should be the contact person on deaths in the County, since the pathologist has no jurisdiction in such a system. A forensic pathologist may be contacted on cases needing forensic assistance after hours on the on-call cellular telephone (e.g. mass fatalities, high profile cases, buried skeletal remains or multiple homicides in one location).

11. Transportation of bodies is the counties responsibility. . The county will also be responsible for providing 24 hour access to the County morgue facility in order to drop off bodies, which may be provided by the transportation service after review of criminal background checks.

12. The information submitted herewith is for preliminary negotiations only, does not constitute an offer or acceptance or form any agreement or contract whatsoever, and any contract or agreement between the undersigned and any recipient of this information will be binding only upon the delivery of a definitive written agreement properly executed by both sides.

Norma Jean Farley, M.D.

Request for Qualifications
Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County

RFQ No: 2010-02-06-30-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: Norma J. Farley, M.D. for Valley Forensics, PLLC

Address: 1511 Preston Trail

By: Norma Jean Farley MD

Printed Name: Norma J. Farley, MD

Title: Owner

OPENED
9:41am
6-30-2010
Witnessed

EXHIBIT "C"

RFQ PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY
"PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES"
RFQ No: 2010-002-06-30-otm

1. **Request for Qualifications Letter, consisting of 1 page.**

2. **Request for Qualifications, Legal Notice, consisting of 7 pages.**
   ***** (Page 8 must be submitted with response)***

3. **Exhibit A, Requirements, consisting of 8 pages.**

4. **Exhibit B, Evaluation Criteria, consisting of 4 pages.**
   ***** (Must be submitted with response)***

5. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
   ***** (Must be submitted with response)***

6. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
   ***** (Copy of receipt and this form must be submitted with response.)***

7. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
   ***** (Must be submitted with response)***

8. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
   ***** (Must be submitted with response)***

9. **Certification Regarding Debarment, consisting of 1 page.**
   ***** (Must be submitted with response)***

10. **Draft Contract, consisting of 13 pages.**

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

June 7, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

June 7, 2010

_____
_____
_____
_____

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Pathologist to Provide Turnkey Autopsy and Related Services"**
RFQ No: 2010-002-06-30-otm

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, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ No: 2010-002-06-30-otm	Buyer: Olga T. Montero	Tel. No: (956) 292-7000 ext. 4859

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES

June 30, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Pathologist to Provide Turnkey Autopsy & Related Services,** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2010-002-06-30-otm "Pathologist to Provide Turnkey Autopsy & Related Services–Hidalgo County"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, June 30, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, **June 16, 2010** at 5:00 p.m. Responses will be sent to all applicants by Friday, **June 18, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, CPPB, Purchasing Agent
  (956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, County Auditor
  2802 S. Business Hwy. 281
  Edinburg, TX 78539
  (956) 318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**June 30, 2010**
Award of Contract	, 2010
Commence Work or Deliver Products	, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification;** ~~Payment Under Contract~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participating firms are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension**

or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in

any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
Pathologist to Provide Turnkey Autopsy & Related Services-Hidalgo County

RFQ No: 2010-02-06-30-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Pathologist to Provide Turnkey Autopsy and Related Services

RFQ Number: 2010-002-06-30-otm

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Pathologist to provide "**Turnkey Autopsy and Related Services**" **for Hidalgo County on an "as needed basis"** as specified herein. The related services will require the vendor to have access to an AUTOPSY FACILITY in Hidalgo County. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, June 30, 2010. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFQ Number: 2010-002-06-30-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB/Purchasing Agent, at 2812 S. Business Hwy 281 (New Administration Bldg.), Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, June 16, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, June 18, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent had not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance

with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor 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.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date and stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

ADDITIONAL INFORMATION TO SUBMITTERS:

Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.

Hidalgo County reserves the right to terminate this agreement by giving the contracted party sixty (60) days written notice of cancellation or until a new physician has been contracted whichever comes first.

Project Description, Overview & Options:

Option I:

Contractor will provide appropriate personnel, proper space, equipment, instruments and supplies necessary to perform autopsies. However, should the county secure a facility at which the contractor will perform autopsies and should the county also secure necessary equipment, instruments and supplies for the performance of autopsies (through its facility vendor), then the parties agree that

the amount of this agreement shall be reduced to include only the contractor's services for the performance of autopsies and related services and not the cost of a facility, equipment and/or staff (if applicable).

Option II:

Hidalgo County is attempting to negotiate a contract for a facility at which the contracted physician will perform autopsies and related services. In the event Hidalgo County is successful in securing such contract. The physician will be asked to reduce the turnkey fee which includes a facility. It will be Hidalgo County's option to award the contract that is most advantageous to Hidalgo County. Physician agrees to abide by Hidalgo County's decision, if Hidalgo County awards a contract at a location other than a "Turnkey Solution".

*Note: In the event that the County of Hidalgo creates/establishes a medical examiner's position, this agreement would be terminated upon the complete staffing, equipping and hiring of a medical examiner office/facility.

SECTION II RFQ REQUIREMENTS:

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and ten (10) copies** of the RFQ shall be submitted to the address on the cover letter.

Project Overview:

Chapter 49 of the Code of Criminal Procedure applies to the inquest into a death occurring in a county that does not have a medical examiner's office or that is not part of a medical examiner's district. Therefore, in order to comply with an order by a Justice of the Peace that an autopsy is necessary as a result of an inquest, the need exists and it is the intention of Hidalgo County to contract the services of a Pathologist. The County of Hidalgo will receive Statements of Qualifications from interested Physicians for the provision of "Turnkey Autopsy and Related Services" on an "As Needed Basis". Hidalgo County has over the last three (3) years, averaged two hundred (200) autopsies per year (no annual volume is implied or guaranteed).

Scope of Services:

Hidalgo County, as stated previously herein, is seeking interested and qualified Physicians to submit Statements of Qualifications to provide "Turnkey Autopsy and Related Services" on an "As Needed Basis."

The following is a general description of, but not limited to the services required the project described in the project overview:

1. Physician contracted will be expected to perform and provide all the components necessary but not limited to the facility, X-Ray machine, X-Ray developer, Histology lab and Toxicology Lab to provide and render the services required by Hidalgo County.
2. Physicians will be required to contract with a laboratory to perform a forensic analysis for the purposes of introducing physical evidence for use in a criminal proceeding, such laboratory should be accredited according to rules set forth by Department of Public Safety.
3. A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done and chemical tests of body fluids; and
4. Testifying, when necessary, in all criminal proceedings as required by subpeona including but not limited to inquest/inquest hearings and; the submission of a written report including but not limited to all findings from a complete autopsy and accompanied by all laboratory results are to be submitted to the Hidalgo County District Attorney's Office two (2) weeks after autopsy has been completed, or earlier.
5. An autopsy, as ordered by a Justice of the Peace and directed by the appropriate County officials, must be completed within twenty-four (24) hours of said order. Pathologist must be available to provide the services requested twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
6. Twenty-Four (24) Hours of notification of proper official: Physician is responsible to have a qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified Pathologist that will provide the services requested within the specified time limit. Pathologist will be on call 24/7.
7. Turnkey Service: Medical/Assistance Staff and Autopsy Facility: Pathologist (Physicians) contracted will be expected to engage the services of any medical assistants to render autopsies, with no additional expense or liability to the County of Hidalgo; as well as, access to an Autopsy Facility within Hidalgo County.
8. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.
9. Hidalgo County will contract with an awarded vendor to Transport Dead Bodies to the facility designated by the Physician. Contracted Physician will provide Hidalgo County with location and address of Autopsy Facility. Physician's facility must be accessible and available to the County's Transport Contractor 24 hours a day, seven days a week, 365 days a year.
10. Hidalgo County reserves the right to confirm/verify any and all documentation submitted not limited to (Curriculum Vitae, Licenses, Certifications, Letter of "Good Standing" from Medical Examiners Board, Professional Liability Insurance).

Qualifications for the Pathologist:

A. Education-Forensic Science:
The minimal qualifications of an expert pathologist include the following:

1. College and medical school (generally eight years); graduation as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities;

2. Residency in pathology (four years);

3. Board eligible or certified in Anatomic and Forensic Pathology and/or American Board of Pathology;
4. Licensed to practice medicine in Texas .

B. **Additional Educational Requirements (Foreign Medical Student):**

In order to be licensed to practice medicine in the United States, foreign medical graduates are required to fulfill certain additional prerequisites including:

1. Graduation from a foreign medical school recognized by the Educational Committee for Foreign Medical Graduates (ECFMG);
2. Submission of educational credentials including a detailed list of grades to the ECFMG;
3. Passing an English and Professional examination given by the ECFMG (the passing grade being 75% or more).

The Educational Committee for Foreign Medical Graduates is a nonprofit organization sponsored by the American Board of Medical Specialties, American Hospital Association, Association of Medical Colleges, American Medical Association, American Medical Association for Hospital Medical Education, Federation of State Medical Boards of the United States, and the National Medical Association.

C. **Certification(s):**

A residency in general pathology is a prerequisite for a residency in forensic pathology. Various combinations of pathology and forensic pathology residency are acceptable in acquiring eligibility for the American Board of Pathology Certification examinations. All acceptable residencies must be taken in programs conducted by institutions specifically approved for this purpose by the American Specialty Boards. There are several hundred approved training programs in anatomic and clinical pathology in various hospitals throughout the country, but only about 30 approved programs in forensic pathology. The approved programs may consist of:

A. Four years in anatomic pathology and one year in forensic pathology; eligibility for certification in anatomic and forensic pathology: (preferred)
B. Two years in anatomic pathology and two years in forensic pathology; eligibility for certification in anatomic and forensic pathology. (minimum)

D. **Forensic Professional Associations**

Membership and official positions in various forensic organizations. Some major American medio-legal associations are:

The American Academy of Forensic Science (membership limited to individuals actively involved in forensic sciences including pathology, toxicology, odontology, anthropology, psychiatry, criminalistics, and questioned documents);

The American College of Legal Medicine (full fellowship is granted only associate membership);

The National Association of Medical Examiners (criteria or admission are similar to those of the AAFS).

Contents: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

A. **Complete and current "Curriculum Vitae" to include:**

1. Education
2. Qualifications
3. Copy of current license to practice in Texas
4. Copy of professional liability insurance with limits (see minimum limits on all insurance required by Hidalgo County described in Exhibit "C" included in this packet)

B. **Expertise:**

1. List all memberships in professional organizations and board certifications currently held
2. Letter of "Good Standing" from Medical Examiners Board

C. **Experience:**

1. Professional history
2. Prior or current contracts of similar nature
3. Give references/tenure either expiration of contract or termination. Any references that you might provide, please include contact name and phone numbers.

D. **Understanding of the Scope of Services Required**

1. Your response to the RFQ (Request for Qualifications) should describe your understanding of the scope of services listed herein and a brief narrative of the methodology and approach to rendering the services required, including access to an Autopsy Facility in Hidalgo County.

2. Statement of commitment to adhere to the terms, conditions and requirements as described herein.

PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and ten (10) copies.**

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

Proposal Ranking: An Evaluation Committee may score and evaluate the written RFQs. As part of evaluation process the Committee will interview the candidates. The Evaluation Committee will then present the scoring and evaluation grid to the Hidalgo County Commissioners' Court for ranking. The Purchasing Department will request authority to negotiate a final contract for services with the number one (1) ranked physician. Hidalgo County may designate and select an Evaluation Committee.
Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Any contract awarded to a successful submitter 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.

PROPOSAL SUBMITTED TO: **An original and ten (10) copies** of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building; 2812 S. Business Hwy 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, June 30, 2010.**

EVALUATION: The evaluation system consists of a 100-point system with possible bonus points. The candidates will be short-listed from this evaluation. Categories evaluated under the 100-point system include the submitter's response to the RFQ and will be based on the criteria outlined in Exhibit B.

All information requested must be provided in order to be considered. Failure to provide information requested will be grounds for a disqualification for the position.

EXHIBIT "B"

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Pathologist to Provide Turnkey Autopsy and Related Services

RFQ Number: 2010-002-06-30-otm

SELECTION CRITERIA

SELECTION CRITERIA

RFQ Evaluation Criteria

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Educational Requirements (15)

As much educational information must be provided in this section to address all of the requirements set forth in the RFQ. This will allow for the evaluators to determine the following:

* the minimum requirements were met (05)
* the minimum requirements were exceeded (10)

2. Expertise (25)

This section shall include all of the Board Certifications of Specialization held and the number of years held; membership(s) to professional organizations; Letters of Good Standing from Medical Examiner's Board, etc.

3. Experience Providing Comparable Services (30)

Provide all the professional background/history/experience in performing similar contracts and/or employment for counties, cities, or other governmental agencies as stated in the Request For Qualifications (RFQ). State when and where (firm[s]) the work, as Pathologist or Forensic Pathologist, was performed. Indicate the reason for leaving, if applicable.

Similar experience gained through other clients should be substantiated by reference. Reference information should be as current as possible, especially contact persons and telephone numbers. List name(s) of District or County Attorney's Offices, or court judge(s) worked with on cases involving the death of individuals, contact(s) who can state your qualifications on the stand, during trial.

A list of similar projects shall be included in an appendix. Also in this section, outline the contingency plans for servicing the project in the event of extended absences (exceeding 24 hours), when not available for any reason during the period of performance.

Hidalgo County reserves the right to inquire in connection to the references provided.

4. Understanding of Project, Commitment & Completeness of SOQ Submitted (30)

The proposal shall include the following:
* Understanding of project with Commitment to render all services as detailed herein (see scope of services) (15)
* completeness of submission of all required documentation provided (15)

5. Interview (up to 20 points) * Bonus Points

EVALUATION CRITERIA GUIDELINES & SCORING SHEET "PATHOLOGIST TO PROVIDE TURNKEY AUTOPSY AND RELATED SERVICES"

Statements of Qualifications in response to the RFQ for the project of a "Pathologist to Provide Turnkey Autopsy and Related Services" will be evaluated by the Hidalgo County in terms of the criteria listed below. All Statements of Qualifications will be reviewed and assessed for detail, clarity, and comprehensiveness.

The evaluation will be based, but not limited to, on the following criteria:

		Maximum points	Total Pts.
I.	**Educational Requirements:**	**15 points**	_____

a. Minimum educational requirements met (05 pts)

b. Exceeds minimum educational requirements (10 pts)

Comments:_____

_____

II.	**Expertise:**	**25 points**	_____

Board Certified of Specialization Held:

a. Years held
   - i. One (1) (05 pts)
   - ii. Two (2) (10 pts)
   - iii. Three (3) (10 pts)

b. Letter of Good Standing from Medical Examiner's Board (15 pts)

Comments:_____

_____

III.	**Experience providing comparable services:**	**30 points**	_____

a. 0-5 years experience in forensic pathology (10 pts)

b. 6 years or more (20 pts)

Comments:_____

_____

IV. **Understanding of project, Commitment & Completeness of SOQ submitted:** **30 points** _____

a. Understanding of project with commitment to render all services Required, including access to Autopsy Facility in Hidalgo County. (15 pts)

b. Completeness of submission of all required documentation provided (15 pts)

Comments:_____

_____

V. **Interview (up to 20 points) *Bonus points*** _____

Total Overall Points _____

Name of Provider/Bidder/Company Name:	
Evaluator & Department Name:	
Evaluation Date:	

EXHIBIT "C"
Insurance Requirements
(Physicians)

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. Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars ($500,000.00) per occurrence, or limited to claims made, including at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

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 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				EACH OCCURRENCE $
	CLAIMS MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) $
					MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
					GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY				
B	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) $
	ALL OWNED AUTOS				BODILY INJURY (Per person) $
	SCHEDULED AUTOS				BODILY INJURY (Per accident) $
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) $
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
	ANY AUTO				OTHER THAN EA ACC $
					AUTO ONLY: AGG $
	EXCESS LIABILITY				EACH OCCURRENCE $
C	UMBRELLA FORM				AGGREGATE $
	OTHER THAN UMBRELLA FORM				$
					$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS ER
					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 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of certificate of insurance.

_____ _____
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 the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> 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 or response.**

_____ _____
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 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2010.

_____

Notary Public

My commission expires:_____, 2010.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

DRAFT

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this ____ day of _____, 2010, by and between **HIDALGO COUNTY, TEXAS** (the "County") **and _____, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper functioning of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was the successful respondent to the Request for Qualifications ("RFQ") sought by the County for a contractor to provide turnkey autopsies and related services more particularly described in the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County Bid No. 2010-002-00-00-otm" (see Exhibit "A"-memo) the Curriculum Vitae of _____, M.D., (see Exhibit "B" attached hereto); and the Hidalgo County Request for Qualifications Bid No. 2010-002-00-00-otm" (see Exhibit "C" attached hereto), all of which are incorporated herein and made a part of this Agreement;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in Exhibits A, B, and C, collectively hereinafter

referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor must complete autopsies within twenty-four (24) hours of receiving such order and that the Contractor must be available to provide the Services that are requested twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as further described herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

> "A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done."

The Contractor shall provide all of the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer,

histology lab services and toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis.

1.2 **Logistics.** Contractor will provide personnel, space, equipment, and supplies necessary to perform autopsies. **HOWEVER, SHOULD THE COUNTY SECURE A FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PEROFRMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL BE REDUCED TO INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT.**

1.3 Contractor agrees to confine her practice to serving the County except when practice at other institutions or locations does not impair the fulfillment of her obligations under this Agreement as determined by the County in its sole discretion, and such other practice is agreed to in writing by the County.

1.4 **Administration.** The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 **Quality of Care.** The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 **Records.** The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. Contractor agrees to complete autopsies within twenty-four (24) hours of receiving an order for an autopsy and shall be available to provide the Services twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding twenty-four (24) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, in the opinion of the County, shall result in the County having sole discretion to terminate this Agreement immediately.

1.9 Criminal Proceedings. Contractor agrees to testify, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, no later than two (2) weeks after an autopsy has been completed, written reports including but not limited to all findings from the completed autopsy and all laboratory results.

1.10 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.11 Certification. The Contractor shall be board eligible or certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

2.3. Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Contractor shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. PARTIES' RELATIONSHIP

4.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services as specified in paragraphs 1.1 and 1.2 (except as provided for in paragraph 1.2 above in which the County may contract with another to provide the facility and/or

equipment) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

5. TAXES AND BENEFITS

5.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

6. INCURRING FINANCIAL OBLIGATION

6.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

7. OTHER PERSONNEL

7.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.

9. CONSULTATION

8.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in emergency cases, special circumstances or in cases for which the Contractor or any associates of the Contractor are not qualified or are unable to render services.

9. FEES

9.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications.

10. NON-DISCRIMINATION

10.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

11. REGULATORY REQUIREMENTS

11.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

12. INDEMNIFICATION

12.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND

ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND AT HIS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED TO THE EXTENT SUCH IS REASONABLY AVAILABLE.

12.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

13. TERMINATION OF AGREEMENT

13.1 Term. The initial term of this Agreement shall be twelve (12) months commencing _____ 2010, and shall be renewed for an additional twelve (12) month period under the same fees, rates, terms and conditions, unless otherwise terminated as provided herein.

13.2 Termination without Cause. The County and the Contractor each shall have the right to terminate this Agreement without cause on sixty (60) days written notice to the other.

13.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) Any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (60) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1)

through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(8). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

13.4 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

14. NOTICES

14.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: _____

If to County: _____

15. LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas.

16. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

17. COMMITMENT OF CURRENT REVENUES

17.1 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 sixty (60) 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 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.

18. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

19. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

20. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

22. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Agreement.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

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

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2010.

_____, **M.D.**

_____

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

_____
By:

INSURANCE REQUIREMENTS & OTHER FORMS

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: Norma J. Farley MD

Print Name: Norma J. Farley, M.D.

Title: Owner

Telephone Number: (956) 682-7938

Date: 12-28-10

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.



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

Instrument Number: 2010-2115524
As
Recording

Recorded On: June 29, 2010

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

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

ecording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-2115524
Receipt Number: 1129537
Recorded Date/Time: June 29, 2010 10:02A

User / Station: M Cantu - Cash Station 01

Record and Return To:

VALLEY FORENSIC
200 SOUTH 10TH ST
STE 1105
MCALLEN TX 78501

STATE OF TEXAS
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

2115524

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received
2115524

1 **Name of person who has a business relationship with local governmental entity.**

Norma J. Farley, MD

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.**

N/A

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.

N/A

4

Signature of person doing business with the governmental entity

6-28-10

Date

Adopted 06/29/2007

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, Norma J. Farley, MD, possess all of the **APPLICABLE:**

1. Licenses: State of Texas Medical License # J9873
2. Bonds: n/a
3. Certificates: General Liability, Professional Liability, Workman's Compensation
4. Permits: n/a
5. Other: Auto insurance

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

Norma J. Farley MD
Authorized Signature

6-28-10
Date

Valley Forensics, PLLC
Company

1511 Preston Trail
Address

Harlingen, TX 78552
City, State, Zip

Insurance Requirement Acknowledgment

I, Norma J. Farley, MD, authorized representative for Valley Forensics, PLLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

- X have already been met, see attached copy of certificate of insurance.

Norma J Farley
Authorized Representative

6-28-10
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 the project and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award of the project to be rescinded and then re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST BE ACCOMPANY YOUR RESPONSE

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: ASET, PLLC **Telephone No.** (956) 682-7938

dba Name: Valley Forensics, PLLC

Legal Name: Norma J Farley, MD

Mailing Address : **Fax No.** (866) 682-0360

Physical Address: 200 S. 10th ST., STE 1105

City, State, Zip McAllen, TX 78501 **Tax I.D. No.**

Remit to Address : 1511 Preston Trail **City, State, Zip** Harlingen, TX 78552

E-Mail Address: asetrgv@att.net

Representative(s) Name(s) & Title(s) Norma J. Farley, MD Owner

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor __X__ Other, Specify PLLC

State Identification No. _____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No. 20-8206216

State of Incorporation: _____ **Date:** _____ **Other:** _____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization __X__ Other, Specify Health Care Provider

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Norma J Farley, MD / Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: Autopsy Services

Would you like to be provided with specifications for procurements of such products?: X Yes • No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):** _____

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • (No)

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 0 % (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: _____

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Norma J. Farley, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Norma J Farley MD

Subscribed and sworn to before me this 29th day of June, 2010.

Notary Public

My commission expires: 8-7-2012, 2010.

JOANN NAVEJA
Notary Public, State of Texas
My Commission Expires 08-07-2012

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)
Norma Farley

Business name, if different from above
Autopsy Services + Expert Testimony, PLLC

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ PLLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1511 Preston Trail

Requester's name and address (optional)

City, state, and ZIP code
Harlingen, TX 78552

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
2	0	-	8	2	0	6	2	1	1	6

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,

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/06/2009

PRODUCER
Joe Jones Insurance Agency
622 N Ed Carey Drive
Harlingen TX, 78550
Phone 956-423-8961 Fax 956-423-8255

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
AUTOPSY SERVICES AND EXPERT TESTIMONY PLLC
1511 PRESTON TRL
HARLINGEN TX 78552-6213

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Lloyds 43419	43419
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY	90-NB-9353-5	01/19/10	1/19/2011	EACH OCCURRENCE	$ 2,000,000.00
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000.00
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000.00
						PERSONAL & ADV INJURY	$ 2,000,000.00
						GENERAL AGGREGATE	$ 4,000,000.00
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000.00
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					
		Contents	90-NB-9353-5	1/19/2009		$63,300	

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

Business Locations: 1023 N 23RD ST, MCALLEN TX 78501 & 20050 10TH STE 1105, MCALLEN TX 78501

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78539-4582
Fax 956 682-5645

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
Joe Jones

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

OP ID EP

DATE (MM/DD/YYYY): 06/28/10

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

Shepard Walton King Ins Group*
1906B E. Tyler
P. O. Box 1830
Harlingen TX 78551-1830
Phone:956-423-8755 Fax:956-428-0730

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: AUTOP-2

INSURED

Autopsy Services & Expert
Testimony PLLC
200 S 10th Street Ste 1105
McAllen TX 78501

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Texas Mutual Insurance Co.	22945
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001193083	07/10/09	07/10/10	☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Medical Laboratory - 200 So. 10th St, Suite #1105 and 1023 No. 23rd St.,
McAllen, Tx 78501

CERTIFICATE HOLDER

HIDALSH

Hidalgo County
Purchasing Dept.
2812 S. Hwy Business 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

R.W. Gayle

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2010

PRODUCER
Joe E. Jones
622 N Ed Carey Drive
Harlingen, TX 78550
(956) 423-8961

THIS CERTIFICATE IS ISSUED AS 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
PHILLIP TODD FARLEY
NORMA JEAN FARLEY
1511 PRESTON TRL
HARLINGEN , TX 78552-6213

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY	R32 9577-E10-53R-002	05-10-2010	11-10-2010	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 500,000
		[X] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$ 500,000
		GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
2006 CHEVROLET K1500 PICKUP
2004 LEXUS LS 430 4DR

CERTIFICATE HOLDER

COUNTY OF HIDALGO
100 E CANO ST
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 ___ 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.

The registration notices indicate ownership of the marks by their respective owners
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	AUTHORIZED REPRESENTATIVE JOE E JONES

TEXAS TEMPORARY LIABILITY INSURANCE CARD
STATE FARM INSURANCE

Texas Liability Insurance Card... This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Insurance Company
State Farm Mutual Automobile Insurance Company

Agent or Producer 8227
JOE JONES INS AGENCY INC
PHONE # 956-423-8961

Texas Operations Center Phone #800-252-7645

Policy Number R32 9577-E10-53R 004
SFPP 0128-6005-25

Effective Date To Expiration Date
MAY 10 2010 NOV 10 2010

Coverages
A D1-500 D2-500 C

Vehicle-Year, Make, Model of Covered Vehicle
2004 LEXUS LS 430 4DR

Vehicle Identification Number
JTHBN36F340151264

NAIC # 25178

Insured
FARLEY,PHILLIP TODD & NORMA JEAN
1511 PRESTON TRL
HARLINGEN, TX 78552-6213

Drivers
NORMA
PHILLIP T
KATHERINE L
KELSEY

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

Texas Liability Insurance Card Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Tarjeta de Seguro de Responsabilidad de Texas Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisitos pudiera resultar en multas de hasta $1,000, suspensión de su licencia para conducir y su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de $15 por día).

IF YOU HAVE AN ACCIDENT- NOTIFY POLICE IMMEDIATELY

1. Write down names, addresses, telephone numbers, and license numbers of persons involved and of witnesses. Also write down the license plate number and state of each vehicle involved.
2. Notify your agent promptly or log on to statefarm.com® to initiate the claim filing process.
3. Do not admit fault. Do not discuss the accident with anyone except State Farm or Police.

1002987

2000 139919 200 04-05-2010

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STATE FARM INSURANCE

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Insurance Company
State Farm Mutual Automobile Insurance Company

Agent or Producer 8227
JOE JONES INS AGENCY INC
PHONE # 956-423-8961

Texas Operations Center Phone #800-252-7645

Policy Number R32 9577-E10-53R 002
SFPP 0128-6005-25

Effective Date To Expiration Date
MAY 10 2010 NOV 10 2010

Coverages
A D1-500 D2-500 C

Vehicle-Year, Make, Model of Covered Vehicle
2006 CHEVROLET K1500 PICKUP

Vehicle Identification Number
2GCEK13T761215609

NAIC # 25178

Insured
FARLEY,PHILLIP TODD & NORMA JEAN
1511 PRESTON TRL
HARLINGEN, TX 78552-6213

Drivers
NORMA
PHILLIP T
KATHERINE L
KELSEY

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

Texas Liability Insurance Card Keep this card.

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2. Notify your agent promptly or log on to statefarm.com® to initiate the claim filing process.
3. Do not admit fault. Do not discuss the accident with anyone except State Farm or Police.

1002987

2000 139919 200 04-05-2010

Jun 02 10 09:26a JOE JONES STATE FARM INSU 9564238255 p.1

TMLT

TEXAS MEDICAL LIABILITY TRUST

June 29, 2010

Policy/ID # 1-124533-TP
Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

PROOF OF PROFESSIONAL LIABILITY COVERAGE

Norma J. Farley, MD is insured by the TMLT with professional liability coverage from April 01, 2010 to April 01, 2011 at limits equal to or in excess of $200,000/$600,000.

By furnishing this information, TMLT is not agreeing to provide additional information or to update this information should it change or the policy be terminated.

Tejas Patel

Tejas Patel
Senior Underwriter
Ext. 5886

P.O. Box 160140 • Austin, Texas 78716-0140
901 Mopac Expressway S. • Barton Oaks Plaza V, Suite 500 • Austin, Texas 78746-5942
512-425-5800 • 800-580-8658 • fax: 512-328-5637 • sales@tmlt.org • www.tmlt.org

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM DECLARATIONS PAGE

POLICY NO. **1-124533**

1 NAMED INSURED (including address)

Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **04/01/2010** TO **04/01/2011**

3 PROFESSIONAL LIABILITY COVERAGE

Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	**$200,000**	**$600,000**	**$6,401.00**
B. Deductible (Refer to Endorsement)	**$0**		**$0.00**
C. Professional Premises Liability	each premises occurrence $200,000	premises aggregate $200,000	**$0.00**
D. Vicarious Liability	no additional limits		**$0.00**
		TOTAL PREMIUM	**$6,401.00**

4 TYPE OF COVERAGE **OCCURRENCE**

5 Class **1D** Principal Practice **81266 PATHOLOGY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PIO0106, 42, 4**

CREDITS INCLUDED ABOVE

Experience Discount **-$711.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/08/2010**

TP

Countersigned By: John D. Alexander

Authorized Representative of
Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

AI-23112 **29.A.7.**

Invoice Payments-Beck Disaster Recovery Services

CC REGULAR

Date:	09/28/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of request for payment of Invoices submitted by Beck Disaster Recovery Services, contracted consultant, in connection with services rendered due to TS/Hurricane Alex related flooding:

a. Inv. #0119181-$ 2,177.50 for labor services for the period of July 17 thru August 6, 2010;

b. Inv. #0119388 - $ 2,385.00 for the period of August 7 thru August 20, 2010

BACKGROUND

Hidalgo County will be reimbursed 75% back as per FEMA Public Assistance.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-415-00-115-082-0-350

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Task Order No. 2010-2
$120,000.00 available balance in P.O.# 644111 as of 09/24/10.rc

Attachments

Link: Invoice #0119181

Link: Invoice #0119388

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/22/2010 03:38 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 04:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 10:58 AM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Vangie Garcia

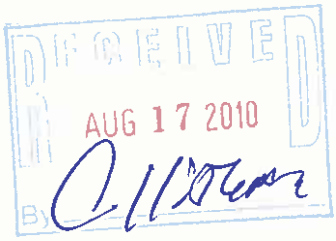
Started On: 09/22/2010 09:39 AM

Final Approval Date: 09/24/2010

BDR
An SAIC Company

August 13, 2010

Attn: Martha Salazar, Purchasing Agent
Hidalgo County Department of Budget & Management
2802 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539



Subject: **Invoice for VAC Truck Monitoring Services**

Dear Ms. Salazar,

Enclosed is Beck Disaster Recovery, Inc.'s labor invoice for the period of July 17th thru August 6th, 2010 for program management services.

If you should have any questions regarding this invoice, please feel free to call me at (321) 441-8500.

Sincerely,
BECK DISASTER RECOVERY, INC.

Brad Wesolowski
Billing/Invoice Manager

Encl

An SAIC Company

Attn: Martha Salazar, Purchasing Agent
Hidalgo County Department of Budget & Management
2802 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539

August 13, 2010
Project No: 13-10013-10125
Invoice No: 0119181

Project 13-10013-10125 HIDALGO COUNTY, TX: VAC TRUCKS

Professional Services Ending August 6, 2010

Fee	**2,177.50**
INVOICE TOTAL	**$2,177.50**

2301 Lucien Way, Suite 120 Maitland, FL 32751
Phone(321) 441-8500 Fax(321) 441-8501 www.beckdr.com

BDR — Project Actuals Summary – Invoice Backup (1 of 3)

Date Range: 7/17/2010 - 8/6/2010
Including Pending Adjustments
Including Adjustments using Worked Date within range
Totals Reflect Billable Revenue

Project Organization: Hidalgo County, TX

Project: 13-10013-10125 — Hidalgo County, TX; VAC Trucks

Labor Category	Bill Rate	Hours	Time	Billable Total
Billing/Invoice Analyst	$60.00	30	$1,800.00	$1,800.00
Data Manager	$65.00	5	$325.00	$325.00
Project Coordinator	$35.00	1.5	$52.50	$52.50
Totals for 13-10013-10125 — Hidalgo County, TX; VAC Trucks:		36.5	$2,177.50	$2,177.50
Totals for Hidalgo County, TX:		36.5	$2,177.50	$2,177.50
Grand Totals:		36.5	$2,177.50	$2,177.50

BDR — Project Actuals Summary – Invoice Backup (2 of 3)

Date Range: 7/17/2010 - 8/6/2010
Including Pending Adjustments
Including Adjustments using Worked Date within range
Totals Reflect Billable Revenue

Project Organization: Hidalgo County, TX

Project: 13-10013-10125 — Hidalgo County, TX; VAC Trucks

Labor Category	Person	Bill Rate	Hours	Time	Billable Total
Billing/Invoice Analyst	CABRERA, ANNE E.	$60.00	24	$1,440.00	$1,440.00
	SENGSOURYA, RASMY	$60.00	6	$360.00	$360.00
	Totals for Billing/Invoice Analyst:		30	$1,800.00	$1,800.00
Data Manager	YAO, OLIVER J.	$65.00	5	$325.00	$325.00
	Totals for Data Manager:		5	$325.00	$325.00
Project Coordinator	ARMSTRONG, LORRAINE	$35.00	1.5	$52.50	$52.50
	Totals for Project Coordinator:		1.5	$52.50	$52.50
Totals for 13-10013-10125 — Hidalgo County, TX; VAC Trucks:			36.5	$2,177.50	$2,177.50
Totals for Hidalgo County, TX:			36.5	$2,177.50	$2,177.50
Grand Totals:			36.5	$2,177.50	$2,177.50

BDR People Periodic Daily Actuals – Invoice Backup (3 of 3)

Date Range: 7/17/2010 - 8/6/2010
Including Pending Adjustments
Including Adjustments using Worked Date within range
Showing Hours
Reporting on Billable Charges

Person Organization: BDR Vision Employees

Person	Labor Category	Project	Sat Jul-17	Sun Jul-18	Mon Jul-19	Tue Jul-20	Wed Jul-21	Thu Jul-22	Fri Jul-23	Sat Jul-24	Sun Jul-25	Mon Jul-26	Tue Jul-27	Wed Jul-28	Thu Jul-29	Fri Jul-30	Sat Jul-31	Sun Aug-01	Mon Aug-02	Tue Aug-03	Wed Aug-04	Thu Aug-05	Fri Aug-06	Total	Bill Rate	Amount
ARMSTRONG, LORRAINE	Project Coordinator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	1.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	$35.00	$52.50
CABRERA, ANNE E.	Billing/Invoice Analyst	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	4.00	0.00	0.00	2.00	6.00	0.00	6.00	0.00	24.00	$60.00	$1,440.00
SENGSOURYA, RASMY	Billing/Invoice Analyst	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	$60.00	$360.00
YAO, OLIVER J.	Data Manager	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	1.50	1.50	5.00	$65.00	$325.00
		Totals for BDR Vision Employees:	0.00	0.00	1.00	0.00	4.50	0.00	0.00	0.00	0.00	2.00	0.00	0.00	6.00	4.00	0.00	0.00	3.00	7.00	0.00	7.50	1.50	36.50		$2,177.50
		Grand Totals:	0.00	0.00	1.00	0.00	4.50	0.00	0.00	0.00	0.00	2.00	0.00	0.00	6.00	4.00	0.00	0.00	3.00	7.00	0.00	7.50	1.50	36.50		$2,177.50

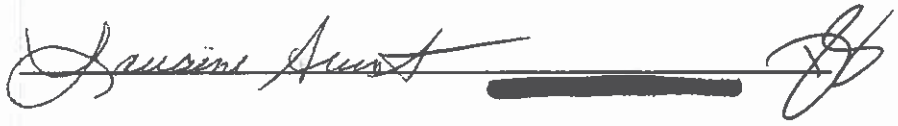
Detailed Timesheet for the Period Ending 7/23/10

July 23, 2010

BDR Inc.

5:54:49 AM

Employee 005502 ARMSTRONG, LORRAINE

Signed 

Approved GUTSHALL, LISA M

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 07/17	Sun 07/18	Mon 07/19	Tue 07/20	Wed 07/21	Thu 07/22	Fri 07/23
13-09017-10325 1210	SHIREY BAY, WMA: LEANER & HANGER FIELD DEBRIS MONITOR									
	FL040	Reg	8.5			1.0	6.0	1.5		

Client: AR FISH & GAME COMMISSION

07/20 Entered 19 New Hire EE Personal Data in BRMS, ADP New Hire Activation, Unanet Update

07/21 Transfer EEs from OK & TX to AR in ADP PayEx.

13-10011-10235 1600	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL ADMINISTRATIVE ASSISTANT									
	FL040	Reg	1.0			1.0				

Client: MONROE COUNTY, FL

13-10007-10405 0510	CEDAR RAPIDS, IA: SINCLAIR HISTORIC DEMO DEMOLITION MONITOR									
	FL040	Reg	1.0			1.0				

Client: CEDAR RAPIDS, CITY OF, IA

13-10001-17019 1080	TERREBONNE DEMO-DATA MANAGEMENT DATA ENTRY SPECIALIST									
	FL040	Reg	1.0			1.0				

Client: TERREBONNE PARISH, LA

13-10010-10101 1600	NORMAN, CITY OF, OK: ROW COLLECTION ADMINISTRATIVE ASSISTANT									
	FL040	Reg	.5					.5		

Client: Norman, OK

07/21 Transfer EEs from OK & TX to AR in ADP PayEx.

			Total Hr	Sat 07/17	Sun 07/18	Mon 07/19	Tue 07/20	Wed 07/21	Thu 07/22	Fri 07/23
13-08111-10118 1400	CITY OF GALVESTON, TX: ROE SWK PHASE II BILLING/INVOICE ANALYST	**Client: GALVESTON, CITY OF, TX**								
FL040	**Reg**	2.0				1.0		1.0		

07/19 Pulling & audting back-up documents for billing

07/21 Audting back-up documents for billing

13-10013-10125 1130	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT COORDINATOR	**Client: HIDALGO CNTY, TX**								
FL040	**Reg**	1.5				1.0		.5		
00-00000-13313 0950	POST - PROGRAM MANAGEMENT OPERATIONS-BDR FINANCIAL OPERATIONS	**Client: OVER HEAD CLIENT**								
FL040	**Reg**	16.0				1.5	2.0	4.5		8.0

07/19 PC Training Project, Brief Rasmy re Payroll

07/20 Harris Co Audit Prep

07/21 PC Training Project, Harris Co Audit Prep, AR Check Deposit Training

07/23 PC Training Project

00-00000-13013 2000	GENERAL OPERATIONS-BDR FINANCIAL OPERATIONS	**Client: OVER HEAD CLIENT**								
FL040	**Reg**	.5				.5				

07/19 Brief Rasmy re Payroll

DAILY TOTALS	**Reg**	32.0				8.0	8.0	8.0		8.0

Detailed Timesheet for the Period Ending 7/30/10

Friday, July 30, 2010

BDR Inc.

7:52:29 AM

Employee **004412** **CABRERA, ANNE E**

Signed _____ CABRERA, ANNE E

Approved _____ COUNSELL, NATHANIEL T.

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/24	Sun 07/25	Mon 07/26	Tue 07/27	Wed 07/28	Thu 07/29	Fri 07/30
00-00000-13313 0350	POST - PROGRAM MANAGEMENT OPERATIONS-BDR FEMA CLOSEOUT/REVIEW									
	FL070	**Reg**	3.0				3.0			
							07/27 Miami-Dade Parks/City of Fort Lauderdale			
13-08111-10118 1400	CITY OF GALVESTON, TX: ROE SWK PHASE II BILLING/INVOICE ANALYST									
	FL070	**Reg**	10.0					6.0	2.0	2.0
13-10001-17019 1060	TERREBONNE DEMO-DATA MANAGEMENT SUPERVISOR									
	FL070	**Reg**	2.0					2.0		
13-10009-10101 1400	COLLIER ENGINEERING: NASHVILLE-ROW C BILLING/INVOICE ANALYST									
	FL070	**Reg**	8.0			4.0	4.0			
13-10011-10235 1400	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL BILLING/INVOICE ANALYST									
	FL070	**Reg**	9.0			4.0	1.0		2.0	2.0

Client: OVER HEAD CLIENT

Client: GALVESTON, CITY OF, TX

Client: TERREBONNE PARISH, LA

Client: COLLIER ENGINEERING COMPANY, INC.

Client: MONROE COUNTY, FL

13-10013-10125 HIDALGO COUNTY, TX: VAC TRUCKS **Client: HIDALGO CNTY, TX**
1400 BILLING/INVOICE ANALYST

		Total Hr	Sat 07/24	Sun 07/25	Mon 07/26	Tue 07/27	Wed 07/28	Thu 07/29	Fri 07/30
FL070	Reg	8.0						4.0	4.0
	Ovt	2.0						2.0	
DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0
	Ovt	2.0						2.0	

Detailed Timesheet for the Period Ending 8/6/10

Thursday, August 05, 2010

BDR Inc.

11:54:31 PM

Employee 004412 CABRERA, ANNE E

Signed CABRERA, ANNE E

Approved [redacted]

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 07/31	Sun 08/01	Mon 08/02	Tue 08/03	Wed 08/04	Thu 08/05	Fri 08/06
00-00000-61313 1050	POST - PROGRAM MGT BDR BUS DEVELOPMENT CLIENT MAINTENANCE: PRE-POSITION CLIENTS									
	FL070	Reg	10.0					8.0		2.0
				08/04 City of Cocoa Beach Pre-season Planning Meeting						
				08/06 phone calls to existing south Florida clients						
13-08111-10118 1400	CITY OF GALVESTON, TX: ROE SWK PHASE II BILLING/INVOICE ANALYST									
	FL070	Reg	8.0			8.0				
		Ovt	2.0			2.0				
13-10001-17019 1060	TERREBONNE DEMO-DATA MANAGEMENT SUPERVISOR									
	FL070	Reg	6.0							6.0
13-10011-10235 1400	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL BILLING/INVOICE ANALYST									
	FL070	Reg	4.0						4.0	
13-10013-10125 1400	HIDALGO COUNTY, TX: VAC TRUCKS BILLING/INVOICE ANALYST									
	FL070	Reg	10.0				6.0		4.0	
		Ovt	4.0			2.0			2.0	

Client: OVER HEAD CLIENT

Client: GALVESTON, CITY OF, TX

Client: TERREBONNE PARISH, LA

Client: MONROE COUNTY, FL

Client: HIDALGO CNTY, TX

			Total Hr	Sat 07/31	Sun 08/01	Mon 08/02	Tue 08/03	Wed 08/04	Thu 08/05	Fri 08/06
13-53013-19101 0300	BROWARD, CNTY OF: TDMS STUDY SITE VISITS OF POTENTIAL TDSRS									
	FL070	Reg	2.0				2.0			
DAILY TOTALS		Reg	40.0			8.0	8.0	8.0	8.0	8.0
		Ovt	6.0			4.0			2.0	

Client: BROWARD CNTY FL

Detailed Timesheet for the Period Ending 7/23/10

Friday, July 23, 2010

BDR Inc.

12:58:59 AM

Employee 005379 SENGSOURYA, RASMY

Signed _____ SENGSOURYA, RASMY

Approved _____ GUTSHALL, LISA M

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 07/17	Sun 07/18	Mon 07/19	Tue 07/20	Wed 07/21	Thu 07/22	Fri 07/23
00-00000-13113 0950	PLANNING OPERATIONS-BDR FINANCIAL OPERATIONS									**Client: OVER HEAD CLIENT**
	FL060	**Reg**	1.0							1.0
				07/23 approve, print, audit TS for PE 07.23.2010						
00-00000-13313 0950	POST - PROGRAM MANAGEMENT OPERATIONS-BDR FINANCIAL OPERATIONS									**Client: OVER HEAD CLIENT**
	FL060	**Reg**	2.0							2.0
				07/23 approve, print, audit TS for PE 07.23.2010						
00-00000-13913 0950	POST - FINANCIAL RECOVERY SERV OPS-BDR FINANCIAL OPERATIONS									**Client: OVER HEAD CLIENT**
	FL060	**Reg**	1.0							1.0
				07/23 approve, print, audit TS for PE 07.23.2010						
13-08111-10118 1400	CITY OF GALVESTON, TX: ROE SWK PHASE II BILLING/INVOICE ANALYST									**Client: GALVESTON, CITY OF, TX**
	FL060	**Reg**	2.0							2.0
13-10001-17019 1080	TERREBONNE DEMO-DATA MANAGEMENT DATA ENTRY SPECIALIST									**Client: TERREBONNE PARISH, LA**
	FL060	**Reg**	4.0			4.0				

			Total Hr	Sat 07/17	Sun 07/18	Mon 07/19	Tue 07/20	Wed 07/21	Thu 07/22	Fri 07/23
13-10001-17018 1080	TERREBONNE DEMO-DEMOLITION MANAGEMENT DATA ENTRY SPECIALIST	**Client: TERREBONNE PARISH, LA**								
	FL060	**Reg**	4.0						4.0	
13-10006-19101 0200	ESCAMBIA CNTY, FL- BP HORIZON OIL SPILL PROGRAM MANAGEMENT	**Client: ESCAMBIA COUNTY, FL**								
	FL060	**Reg**	4.0				2.0	2.0		
13-10011-10235 1400	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL BILLING/INVOICE ANALYST	**Client: MONROE COUNTY, FL**								
	FL060	**Reg**	8.0				2.0	2.0	4.0	
13-10013-10125 1400	HIDALGO COUNTY, TX: VAC TRUCKS BILLING/INVOICE ANALYST	**Client: HIDALGO CNTY, TX**								
	FL060	**Reg**	4.0					4.0		
13-09017-10325 1405	SHIREY BAY, WMA: LEANER & HANGER SENIOR TECHNICIAN	**Client: AR FISH & GAME COMMISSION**								
	FL060	**Reg**	10.0			4.0	4.0			2.0
DAILY TOTALS		**Reg**	40.0			8.0	8.0	8.0	8.0	8.0

Detailed Timesheet for the Period Ending 7/30/10

Friday, July 30, 2010

BDR Inc.

9:40:34 AM

Employee 005379 SENGSOURYA, RASMY

Signed _____ SENGSOURYA, RASMY

Approved _____ GUTSHALL, LISA M

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 07/24	Sun 07/25	Mon 07/26	Tue 07/27	Wed 07/28	Thu 07/29	Fri 07/30
00-00000-13113 0950	PLANNING OPERATIONS-BDR FINANCIAL OPERATIONS									**Client: OVER HEAD CLIENT**
	FL060	**Reg**	1.0							1.0
				07/30 approve, print, audit TS for PE 07.30.2010						
00-00000-13313 0950	POST - PROGRAM MANAGEMENT OPERATIONS-BDR FINANCIAL OPERATIONS									**Client: OVER HEAD CLIENT**
	FL060	**Reg**	4.0				2.0			2.0
				07/27 Lisa, Lorraine , Rasmy - Project Coordinator Manual Training meeting - reviewed/updated notes with new Acctg/Payroll process						
				07/30 approve, print, audit TS for PE 07.30.2010						
00-00000-13913 0950	POST - FINANCIAL RECOVERY SERV OPS-BDR FINANCIAL OPERATIONS									**Client: OVER HEAD CLIENT**
	FL060	**Reg**	1.0							1.0
				07/30 approve, print, audit TS for PE 07.30.2010						
13-08111-10118 1400	CITY OF GALVESTON, TX: ROE SWK PHASE II BILLING/INVOICE ANALYST									**Client: GALVESTON, CITY OF, TX**
	FL060	**Reg**	2.0				2.0			

			Total Hr	Sat 07/24	Sun 07/25	Mon 07/26	Tue 07/27	Wed 07/28	Thu 07/29	Fri 07/30
13-09017-10325 1405	SHIREY BAY, WMA: LEANER & HANGER SENIOR TECHNICIAN									
	FL060	Reg	8.0						4.0	4.0
13-10001-17018 1080	TERREBONNE DEMO-DEMOLITION MANAGEMENT DATA ENTRY SPECIALIST									
	FL060	Reg	4.0						4.0	
13-10001-17019 1080	TERREBONNE DEMO-DATA MANAGEMENT DATA ENTRY SPECIALIST									
	FL060	Reg	4.0					4.0		
13-10010-10315 1600	NORMAN, CITY OF, OK: PARKS LEANER & HANG ADMINISTRATIVE ASSISTANT									
	FL060	Reg	2.0			2.0				
13-10011-10235 1400	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL BILLING/INVOICE ANALYST									
	FL060	Reg	10.0			4.0	3.0	3.0		
13-10013-10125 1400	HIDALGO COUNTY, TX: VAC TRUCKS BILLING/INVOICE ANALYST									
	FL060	Reg	2.0			2.0				
13-10007-10405 0510	CEDAR RAPIDS, IA: SINCLAIR HISTORIC DEMO DEMOLITION MONITOR									
	FL060	Reg	2.0				1.0	1.0		
	DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0

Client: AR FISH & GAME COMMISSION

Client: TERREBONNE PARISH, LA

Client: TERREBONNE PARISH, LA

Client: Norman, OK

Client: MONROE COUNTY, FL

Client: HIDALGO CNTY, TX

Client: CEDAR RAPIDS, CITY OF, IA

Detailed Timesheet for the Period Ending 8/6/10

Friday, August 06, 2010

BDR Inc.

1:05:35 AM

Employee **004513** **YAO, OLIVER J**

Signed _____ YAO, OLIVER J

Approved _____ COUNSELL, NATHANIEL T.

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/31	Sun 08/01	Mon 08/02	Tue 08/03	Wed 08/04	Thu 08/05	Fri 08/06
13-10010-10325 1300	NORMAN, CITY OF, OK: LEANER & HANGER LOAD TICKET DATA ENTRY									
	FL090	**Reg**	3.0			1.0	2.0			
						08/02 LHS Photo Management				
						08/03 LHS Photo Management				
13-10001-17019 1080	TERREBONNE DEMO-DATA MANAGEMENT DATA ENTRY SPECIALIST									
	FL090	**Reg**	10.0			3.0	3.0	2.0		2.0
						08/02 Payment Recommendations				
						08/03 Invoice reconciliation				
						08/04 Invoice reconciliation				
						08/06 Invoice reconciliation				
00-00000-13313 0035	POST - PROGRAM MANAGEMENT OPERATIONS-BDR SENIOR MGMT TEAM MEETING									
	FL090	**Reg**	1.0			1.0				
						08/02 Monday Post Event Call				

Client: Norman, OK

Client: TERREBONNE PARISH, LA

Client: OVER HEAD CLIENT

			Total Hr	Sat 07/31	Sun 08/01	Mon 08/02	Tue 08/03	Wed 08/04	Thu 08/05	Fri 08/06
13-10011-10235 0300		MONROE COUNTY, FL: LOBSTER TRAP REMOVAL DATA MANAGER								**Client: MONROE COUNTY, FL**
	FL090	**Reg**	2.5			1.0				1.5

08/02 Invoice payment recommendation

08/06 Payment recommendation and data export

00-00000-13313 0500		POST - PROGRAM MANAGEMENT OPERATIONS-BDR IT & SOFTWARE PURCHASES								**Client: OVER HEAD CLIENT**
	FL090	**Reg**	3.5			1.0	.5	1.0	1.0	

08/02 DQ Training Planning

08/03 DQ Training Planning

08/04 Budget model update

08/05 DQ Training Planning

00-00000-13313 0400		POST - PROGRAM MANAGEMENT OPERATIONS-BDR OFFICE/STORAGE								**Client: OVER HEAD CLIENT**
	FL090	**Reg**	1.5				1.5			

08/03 Call Center File Bin Review

13-10013-10125 0300		HIDALGO COUNTY, TX: VAC TRUCKS DATA MANAGER								**Client: HIDALGO CNTY, TX**
	FL090	**Reg**	5.0			1.0	1.0		1.5	1.5

08/02 Excel spreadsheet setup for Anne

08/03 Excel spreadsheet revision for Anne

08/05 Discrepancy review

08/06 Discrepancy review with Ashbritt

00-00000-61313 1055		POST - PROGRAM MGT BDR BUS DEVELOPMENT BUS DEVELOPMENT: PROSPECTIVE CLIENTS								**Client: OVER HEAD CLIENT**
	FL090	**Reg**	2.5					2.5		

08/04 City of Melbourne RFP review and RFP Sample Collection for Simon

			Total Hr	Sat 07/31	Sun 08/01	Mon 08/02	Tue 08/03	Wed 08/04	Thu 08/05	Fri 08/06
13-08111-10118 0300	CITY OF GALVESTON, TX: ROE SWK PHASE II DATA MANAGER									
	FL090	Reg	5.0					2.5	2.5	
								08/04 Final data report for Justin Bowling		
								08/05 Final data report for Justin Bowling		
00-00000-13313 0460	POST - PROGRAM MANAGEMENT OPERATIONS-BDR MOBILIZATION									
	FL090	Reg	3.0						3.0	
								08/05 Hidalgo mobilization meetings		
00-00000-13313 0515	POST - PROGRAM MANAGEMENT OPERATIONS-BDR SOFTWARE DEVELOPMENT									
	FL090	Reg	3.0							3.0
								08/06 RTv2 testing planning and testing		
	DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0

Client: GALVESTON, CITY OF, TX

Client: OVER HEAD CLIENT

Client: OVER HEAD CLIENT

BDR
An SAIC Company

September 17, 2010

Attn: Martha Salazar, Purchasing Agent
Hidalgo County Department of Budget & Management
2802 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539

Subject: **Invoice for Damage Assessment Monitoring Services**

Dear Ms. Salazar,

Enclosed is Beck Disaster Recovery, Inc.'s labor invoice for the period of August 7th thru August 20th, 2010 for response and recovery services.

If you should have any questions regarding this invoice, please feel free to call me at (321) 441-8500.

Sincerely,
BECK DISASTER RECOVERY, INC.

Brad Wesolowski
Billing/Invoice Manager

Encl

An SAIC Company

Attn: Martha Salazar, Purchasing Agent
Hidalgo County Department of Budget & Management
2802 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539

September 17, 2010
Project No: 13-10013-10115
Invoice No: 0119388

Project 13-10013-10115 HIDALGO COUNTY, TX: DAMAGE ASSESSMENT

Task Order No. 2010-2

Professional Services Ending August 20, 2010

Fee	**2,385.00**
INVOICE TOTAL	**$2,385.00**

2301 Lucien Way, Suite 120 Maitland, FL 32751
Phone(321) 441-8500 Fax(321) 441-8501 www.beckdr.com

Project Actuals Summary – Invoice Backup (1 of 3)

Date Range: 8/7/2010 - 8/20/2010
Including Pending Adjustments
Including Adjustments using Worked Date within range
Totals Reflect Billable Revenue

Project Organization: Hidalgo County, TX				
Project: 13-10013-10115 — Hidalgo County, TX: DAMAGE ASSSESSMENT				
Labor Category	Bill Rate	Hours	Time	Billable Total
Project Coordinator	$35.00	3	$105.00	$105.00
Project Manager	$95.00	24	$2,280.00	$2,280.00
Totals for 13-10013-10115 — Hidalgo County, TX: DAMAGE ASSSESSMENT:		27	$2,385.00	$2,385.00
Totals for Hidalgo County, TX:		27	$2,385.00	$2,385.00
Grand Totals:		27	$2,385.00	$2,385.00

BDR An SAIC Company **Project Actuals Summary** – Invoice Backup (2 of 3)

Date Range: 8/7/2010 - 8/20/2010
Including Pending Adjustments
Including Adjustments using Worked Date within range
Totals Reflect Billable Revenue

Project Organization: Hidalgo County, TX					
Project: 13-10013-10115 — Hidalgo County, TX: DAMAGE ASSSESSMENT					
Labor Category	Person	Bill Rate	Hours	Time	Billable Total
Project Coordinator	THOMAS, COREY	$35.00	3	$105.00	$105.00
	Totals for Project Coordinator:		3	$105.00	$105.00
Project Manager	IVEY, PHIL A.	$95.00	24	$2,280.00	$2,280.00
	Totals for Project Manager:		24	$2,280.00	$2,280.00
Totals for 13-10013-10115 — Hidalgo County, TX: DAMAGE ASSSESSMENT:			27	$2,385.00	$2,385.00
	Totals for Hidalgo County, TX:		27	$2,385.00	$2,385.00
	Grand Totals:		27	$2,385.00	$2,385.00

People Periodic Daily Actuals – Invoice Backup (3)

Date Range: 8/7/2010 - 8/20/2010
Including Pending Adjustments
Including Adjustments using Worked Date within range
Showing Hours
Reporting on Billable Charges

Person Organization: BDR Vision Employees

Person	Labor Category	Project	Sat Aug-07	Sun Aug-08	Mon Aug-09	Tue Aug-10	Wed Aug-11	Thu Aug-12	Fri Aug-13	Sat Aug-14	Sun Aug-15	Mon Aug-16	Tue Aug-17	Wed Aug-18	Thu Aug-19	Fri Aug-20	Total	Bill Rate	Amount
IVEY, PHIL A.	Project Manager	13-10013-10115 — Hidalgo County, TX: DAMAGE ASSSESSMENT	0.00	0.00	8.00	8.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	$95.00	$2,280.00
THOMAS, COREY	Project Coordinator	13-10013-10115 — Hidalgo County, TX: DAMAGE ASSSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	0.00	0.00	0.00	3.00	$35.00	$105.00
		Totals for BDR Vision Employees:	0.00	0.00	8.00	8.00	8.00	0.00	0.00	0.00	0.00	1.00	2.00	0.00	0.00	0.00	27.00		$2,385.00
		Grand Totals:	0.00	0.00	8.00	8.00	8.00	0.00	0.00	0.00	0.00	1.00	2.00	0.00	0.00	0.00	27.00		$2,385.00

Detailed Timesheet for the Period Ending 8/13/10

Friday, August 13, 2010

BDR Inc.

7:41:23 AM

Employee **004393** **IVEY, PHIL A**

Signed IVEY, PHIL A

Approved COUNSELL, NATHANIEL T.

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 08/07	Sun 08/08	Mon 08/09	Tue 08/10	Wed 08/11	Thu 08/12	Fri 08/13
PTO	PTO	Reg	4.0							4.0

08/13 Vacation Time Hrs four

~~00-00000-61313-1020~~ ~~POST - PROGRAM MGT BDR BUS DEVELOPMENT~~ ~~CLIENT POSITIONING-TEXAS~~ **Client: OVER HEAD CLIENT**

TX070	Reg	32.0			8.0	8.0	8.0	8.0		

* 13-10013-10115 0200 HIDALGO COUNTY, TX: DAMAGE ASSESSMENT PROJECT MANAGER

* 08/09 Hidalgo County Tx Debris Damage Assessment
08/10 Hidalgo County Tx Debris Damage Assessment
08/11 Hidalgo County Tx Debris Damage Assessment

08/12 Demobilization from Hidalgo Cnty to Terrebonne La. Demo

13-10001-17018 1070 TERREBONNE DEMO-DEMOLITION MANAGEMENT DEBRIS MONITOR LOAD SITE **Client: TERREBONNE PARISH, LA**

LA070	Reg	4.0								4.0

08/13 Work with Will M. In field

DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0	

Detailed Timesheet for the Period Ending 8/20/10

Friday, August 20, 2010

BDR Inc.

7:17:12 AM

Employee 005446 THOMAS, COREY A

Signed [redacted]

Approved WALL JR, THOMAS A

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 08/14	Sun 08/15	Mon 08/16	Tue 08/17	Wed 08/18	Thu 08/19	Fri 08/20
13-90212-19300 0303	HIDALGO COUNTY PA: WATER-RELOC/VAC TRUCK (PAC) DATA COLLECTION & DISSEMINATION	Client: HIDALGO CNTY, TX								
	TX070	Reg	11.0			4.0	1.0	3.0	2.0	1.0

08/16 Data Collection, reconcilliation of project documentation
08/17 Data Collection, reconcilliation of project documentation
08/18 Data Collection, reconcilliation of project documentation
08/19 Data Collection, reconcilliation of project documentation
08/20 Documentation preparation for PW writing

13-90212-19301 0303	HIDALGO COUNTY PA: EPM FIRE MARSH OFFICE (PAC) DATA COLLECTION & DISSEMINATION	Client: HIDALGO CNTY, TX								
	TX070	Reg	6.0			2.0		1.0	2.0	1.0

08/16 Collection of project documentation, maps detailing Fire Mashal Office work locations
08/18 Data collection of project documentation, discussion with applicant regarding force account costs
08/19 Data collection and requests for documentation regarding force account labor, equipment, pumping operations
08/20 Data collection of project documentation, discussion with applicant regarding force account costs

13-90212-19303 0303	HIDALGO COUNTY PA: EPM SHERIFF'S OFFICE (PAC) DATA COLLECTION & DISSEMINATION	Client: HIDALGO CNTY, TX								
	TX070	Reg	3.0				1.0		1.0	1.0

08/17 Documentation request, review of project data
08/19 Project documentation review, additional requests.
08/20 Data collection, meeting to identify eligible costs and locate data

			Total Hr	Sat 08/14	Sun 08/15	Mon 08/16	Tue 08/17	Wed 08/18	Thu 08/19	Fri 08/20
13-90212-19304 0303		HIDALGO COUNTY PA: EPM CONSTABLE PCT 1 (PAC) DATA COLLECTION & DISSEMINATION								**Client: HIDALGO CNTY, TX**
	TX070	**Reg**	1.0					1.0		
								08/18 Documentation requests, review of project data		
13-90212-19101 0350		HIDALGO COUNTY PA: INDIRECT PUBLIC ASSISTANCE CONTRACTOR (PAC)								**Client: HIDALGO CNTY, TX**
	TX070	**Reg**	2.0			1.0				1.0
						08/16 General project set-up, briefing of County staff on project plans				
						08/20 General project updates, including				
13-10013-10115 1130		HIDALGO COUNTY, TX: DAMAGE ASSESSMENT PROJECT COORDINATOR								**Client: HIDALGO CNTY, TX**
	TX070	**Reg**	3.0			1.0	2.0			
						08/16 Debris Assessment review and updates				
						08/17 Debris assessment meetings and reporting to County officials for Commissioner's Court meeting				
00-00000-03813 1001		POST - FINANCIAL RECOVERY BDR BUS DEV CLIENT OUTREACH EXISTING CLIENTS								**Client: OVER HEAD CLIENT**
	TX070	**Reg**	9.0				4.0		3.0	2.0
						08/17 Applicant Briefing at Cameron County, Meetings with County officials, State and FEMA				
						08/19 Cameron County outreach, met with Rober Lopez, attended Commissioner's Court, retrieved signed task order				
						08/20 Follow-up with Cameron County, task order				
13-90212-19307 0303		HIDALGO COUNTY PA: PRECINCT 1 (PAC) DATA COLLECTION & DISSEMINATION								**Client: HIDALGO CNTY, TX**
	TX070	**Reg**	5.0					3.0		2.0
						08/18 Project documentation review, meeting with Precinct officials to identify and collect additional data for projects				
						08/20 Data collection and review, filing of project data and identifying proper documents				
	DAILY TOTALS	**Reg**	40.0			8.0	8.0	8.0	8.0	8.0

AI-23186 **29.A.8.**

Surplus of Land to Lease for Energy Farm Development/Construction
CC REGULAR

Date:	09/28/2010
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 declare surplus County-owned property, aka, Eyhorn Property (approx. 1280 acre tract of land located at Mile 14 North Road (N/S)-intersection of Jara Chinas Road, Hidalgo County, Texas) with legal description attached hereto for the purpose of: Lease of Land for Energy Farm Development /Construction Project;

b. Authority to advertise for Lease of Land for Energy Farm Development/Construction.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Fiscal impact would be the advertising costs. Thereafter, the project would be a revenue generator.
$75.25 available balance as of 09/24/10.

Attachments

Link: Warranty Deed

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/24/2010 03:18 PM	APRV
2	Budget & Management	Sylvia Solis	09/24/2010 03:18 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/24/2010 04:55 PM	APRV
4	Auditor's Office	Angela Garcia	09/24/2010 05:10 PM	APRV

Form Started By: Marty Salazar Started On: 09/24/2010 10:56 AM

Final Approval Date: 09/24/2010

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: September 8, 2008

Grantor: ELIZABETH M. EYHORN, AKA BETTY M. EYHORN, not joined herein by my spouse as the property being conveyed herein does not constitute any part of our homestead.

Grantor's Mailing Address (including county): 3934 N. 19th Street
Coeur d'Alene, Idaho 83815
Kootenai County, Idaho

Grantee: HIDALGO COUNTY, TEXAS

Grantee's Mailing Address (including county): 100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

TRACT I:

Lots One through Eight (1-8), inclusive, EYHORN LANDFILL SUBDIVISION NO. 1, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 175-177, Map Records, Hidalgo County, Texas.

TRACT II:

Lots One through Eight (1-8), inclusive, EYHORN LANDFILL SUBDIVISION NO. 2, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Page 178-180, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 49, PAGE 175 AND VOLUME 49, PAGE 178, MAP RECORDS, HIDALGO COUNTY, TEXAS.

AI-23109 **29.B.1.**

C-09-420-10-20-Dos Land Surveying

CC REGULAR

Date:	09/28/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Approval of an Amendment to the Surveying Services Contract (C-09-420-10-20) with Dos Land Surveying to extend the term of the contract until April 27, 2011 for the provision of professional surveying services to Hidalgo County Precinct #1 (on an on-call basis).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This request has no fiscal impact at this time.

Fiscal impact to be determined once Work Authorizations are issued by vendor on a per project basis.

Attachments

Link: Amendment Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/23/2010 02:04 PM	APRV
2	Budget & Management	Sylvia Solis	09/23/2010 02:53 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/24/2010 02:41 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Vangie Garcia — Started On: 09/22/2010 08:16 AM

Final Approval Date: 09/24/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
SURVEYOR SERVICE CONTRACT

This AMENDMENT to Contract No.C-09-420-10-20 between Dos Land Surveying., (the "Surveyor") and **HIDALGO COUNTY** (the "County"), effective the 20th day of October, 2009, is made between the Surveyor and the County, (the "Amendment"), as follows:

WHEREAS, Surveyor and County entered into Contract on October 20, 2009, in which the Surveyor agreed to provide professional surveying services to Hidalgo County Precinct No. 1 Projects (on an on-call basis) (the "Project");

WHEREAS, As per Precinct No. 1's request and pursuant to Article 7 of contract, it has become necessary to amend and extend; and

NOW THEREFORE, for and in consideration of the request, County and Surveyor hereby agree to the following Amendment to the Contract:

1. It has become necessary to amend the contract for an additional six (6) months from the last day of expiration of the current contract;

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Surveyor and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

DOS LAND SURVEYING:

BY:_____

Title: _____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

Commissioners Court Approval:_____

AI-23154 **29.C.1.**

Requesting approval of payment for City of Pharr and Magic Valley Electric Coop for the New Offices for Pct 2 and Other County Offices

CC REGULAR

Date:	09/28/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of request for payments of the following required utility connection fees related to the construction of the New Pct. #2 Administration Building and Other County Offices Complex:

a. Magic Valley Electric Coop-$11,695.70 (to provide electrical service);

b. City of Pharr:
   1. Water Connection Fee-$ 5,250.00
   2. Sewer Connection Fee-$10,000.00

as detailed and described by V A Architecture, project architect, with authority for the Treasurer to issue checks after processing procedures completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-122-021-0-720

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

BUDGETARY IMPACT:

**funding will be made available through a transfer AI-23207 CC 09/28/10 for $27,000.00.

Attachments

Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		09/24/2010 05:10 PM	PEND
2	Roland Garcia	Rolando Garcia	09/23/2010 09:54 AM	APRV
3	Rocio Villarreal	Rocio Villarreal	09/23/2010 09:57 AM	APRV
4	Purchasing Department	Marty Salazar	09/24/2010 02:39 PM	APRV
5	Budget & Management	Sylvia Solis	09/24/2010 03:15 PM	APRV
6	Roland Garcia	Rolando Garcia	09/24/2010 05:00 PM	APRV

7	Auditor's Office	09/24/2010 05:10 PM	NEW
Form Started By: Rocio Villarreal		Started On: 09/22/2010 04:04 PM	
Final Approval Date: 09/24/2010			

V·A Architecture

September 22, 2010

Rocío Villarreal, Contracts Manager
Hidalgo County Purchasing Dept.
2802 Closner
Edinburg, Texas 78539

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

Ms. Villarreal:

Please be advised that D. Wilson Construction has furnished information to us identifying the utility connection costs for the above referenced project totaling $26,945.70 to be paid in part to Magic Valley Electric Company and in part to the City of Pharr.

These fees are developer fees and impact fees that are outside of the normal fees paid for under construction contracts; thus, we respectfully request that the County process checks to the entities and in the amounts listed as soon as possible. Without prompt payment of these fees it will be nearly impossible for the contractor to complete certain portions of this project by the Date of Substantial Completion, much less the completion of the Justice of the Peace and Constable building by the beginning of November.

The county's prompt attention to this matter is greatly appreciated.

Sincerely,

Tomás René Canul,
Project Manager

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

From Magic Valley Electric Engineering

August 5, 2010

ATTN: Ruben Cavazos

County of Hidalgo pct#2
c/o Ruben Cavazos
ATTN: Humberto Garza (chief administrator)
P.O Box 1356
Edinburg, TX. 78539

W/o# 1628755
Acct#
Phone#

A/R #6009-001

Aid to construction

Description	Price	G/L#	W.O#
Cost to extend single phase overhead 480'	$ 11,695.70	10722	1628755

Amount to be paid prior to Release of job: $ 11,695.70

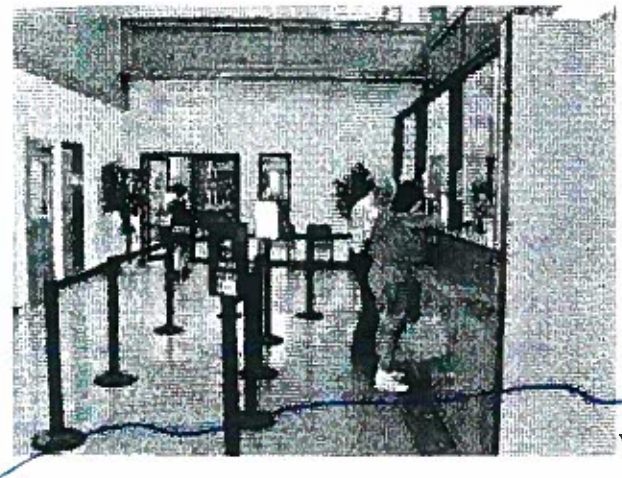
or bigger.

RESIDENTIAL SEWER RATES

$0.98 per 1000 gallons as of 11/01/08.

COMMERCIAL SEWER RATES

$1.30 per 1000 gallons as of 11/01/08.



Water Meters

5/8" or ¾" = $ 450.00
1" = $ 700.00
1½"= $ 1,050.00 —— X 5 EA = # 5,250 00
2" = $ 2,000.00
3" = $ 3,750.00
4" = $ 5,300.00
6" = $ 6,100.00

Sewer Taps

Residential = $ 550.00
Multi-family (duplex, triplex, fourplex)= $ 1,500.00
Commercial = $ 2,000.00
Apartment House = $ 3,000.00

Meter Deposit
Residential: $ 100.00
Commercial: $ 150.00
Renters: $ 150.00

$ 325.00 Deposit & $ 30.00 installation fee on traveling meters installed.

Office Hours:
Monday – Friday
8:00 a.m. – 5:00 p.m.

118 S. Cage Blvd. ~ 1st Floor
Phone: (956) 702-5321
Fax: (956) 702-5369

PERMIT & INSPECTION DEPARTMENT

Fax

TO: RUBEN CAVAZOS	**From: ABBY CABRERA**
Fax: 686-3270	**Pages: 1**
Phone:	**Date: 8/24/10**
Re:	**CC:**

☐ **Urgent** X **for Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

As per our conversation I spoke to Mr. Alfredo Ortiz from the public utilities in reference to the 4"lines 5 buildings he advise that is was $2000.00 per tap which would be a total of $10.000dlls. For further questions please call Alfredo Ortiz or David Garza @ 787-7951 address 801 E Sam Houston.

Thank you,

City sewer impact fees

Rocio Villarreal

From: V·A Architecture [v-aarchitecture@att.net]
Sent: Wednesday, September 22, 2010 4:11 PM
To: rocio.villarreal
Subject: Fw: Precinct Owner Utility Connection Costs
Attachments: Precinct Owner Utility Connection Costs.pdf

Sorry, Tommy wanted me to forward the original email from Wilson.

----- Original Message -----
From: ruben c
To: Tommy Canul
Cc: Robert Gonzalez
Sent: Wednesday, September 15, 2010 3:31 PM
Subject: Precinct Owner Utility Connection Costs

Tommy,
As we have discussed, I stated at our last meeting that Magic Valley Electric Coop had reversed the charges for the on site electrical underground construction cost to provide the new electrical service to our facility. I was mistaken. The charges were not reversed. A copy of that bill is attached. All the different utility connection fees have been determined and are now due. The electric we need paid as soon as possible so we can proceed by turning the air conditioning on and putting in the flooring and mill work. This will help us, in the effort to make the owner's November target date. Please see the attached documents that show the different costs. The costs are as follows;

MVEC Electrical Underground Construction	$11,695.70
Pharr Water Connections	5,250.00
Pharr Sewer Connections	10,000.00
Total Owner Utility Connection Costs	$26,945.70

Please process this as quickly as possible so we may avoid any additional delays.

Ruben Cavazos
D. Wilson Construction Co
956-686-9573 office
956-686-3270 fax
956-239-0706 mobile
www.dwilsonconstruction.com

AI-23159 **29.D.1.**

Requesting approval to correct wording to AI#15040 approved on CC 4/21/09 CC REGULAR

Date:	09/28/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** IT Department

Information

CAPTION

Approval to correct AI#15040 (approved CC- 4/21/09) with Tyler Technologies for the IT Department to read, " annual rate" and not "annual renewal" with Tyler Technologies, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, needed correction on wording.

Attachments

Link: Backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/24/2010 02:42 PM	APRV
2	Budget & Management	Sylvia Solis	09/24/2010 03:15 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/24/2010 03:38 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Rocio Villarreal — Started On: 09/22/2010 04:40 PM

Final Approval Date: 09/24/2010

AI-15040 **8.K.**

Maintenance/Support & Software Agreements

CC CONSENT

Date: 04/21/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Allie
Edna
IT Dept.

Information

CAPTION

1. Requesting authority to enter into a annual renewal maintenance agreement with Office Communications/Toshiba Business Solutions for the (IT) Information Technology Department through the following requisition #151921 in the total amount of $768.00/year including any anticipated black/color copy overages if needed. Effective: 03/29/2009 - 03/28/2010 (9-1100-415-00-200-001-0-432)

2. Requesting authority to enter into an annual maintenance agreement with Archer Business System, Inc. for the Restitution Center through the following requisition #152826 in the amount of $1,350.00/year. Effective: Upon Approval (9-1297-423-00-320-005-9-432)

3. Ratification of purchase order #617428 in the amount of $19,617.00/quarterly, $78,468.00/year for the annual renewal support and update service agreement with Tyler Technologies, Inc. for the (IT) Information Technology Department.

4. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded pricing including, but not limited to, Precincts, Departments, Program, agencies, etc.:

Vendor's Name	Contract Description	Contract #
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

RECEIVED
2009 APR 17 AM 7:22
COUNTY CLERK

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: Various
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Item #1 & 2: Funds available for all pending requisitions as of 4-16-09

Item #3: Amount available for PO #617428 as of 4-16-09 $78,468.00 under req #148709 for Tyler Technologies, pending approval of ratification of PO.

Item #4: Authority to use co-op vendors does not require funding at this time; funding source(s) are identified once purchases are made by user depts.

Attachments

Link: Toshiba/Archer & Tyler Technologies
Link: Fleet Safety Equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		04/17/2009 04:35 PM	NEW
2	Budget & Management	Veronica Lopez	04/16/2009 11:21 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/16/2009 01:42 PM	APRV
4	Auditor's Office		04/17/2009 04:35 PM	NEW

Form Started By: Matilde Faz Started On: 04/15/2009 01:14 PM
Final Approval Date: 04/17/2009

RECEIVED BY
COUNTY AUDITOR
2009 MAY 7 PM 4 27

COPY

TYLER TECHNOLOGIES
THE SOFTWARE GROUP

Hidalgo County (IT) INFORMATION TECHNOLOGY

SUPPORT AND SOFTWARE UPDATE ANNUAL MAINTENANCE AGREEMENT
Approved in CC on April 21, 2009

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539

Arturo Guajardo Jr., County Clerk

04/27/09

Client Support and Software Update Services Agreement

Client Installation Location:
Hidalgo County Courthouse
Edinburg, Texas 78539

Commencement Date: 01/01/2009
System Administrator: Renan Ramirez, Data Processing Mgr.
Phone Number: (956) 318-2151

Tyler Technologies, Inc. ("Tyler") agrees to provide and **Hidalgo County, Texas** ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
Criminal Case Management — County-wide	$2,628.00
Civil Case Management — County-wide	2,525.00
Court Administration – County-wide	1,670.00
Sheriff	2,628.00
CID	277.00
CJIS – County-wide	306.00
~~CJIS – EBR~~	~~640.00~~
Justice of the Peace with Electronic Conviction Reporting	2,555.00
Word Merge	111.00
Mugshots	324.00
Prosecutor	918.00
Server & Systems Support (Hardware)	272.00
Child Support	1,728.00
Hot Checks	802.00
Miscellaneous Fees	604.00
Computer Aided Dispatch	1,629.00
Note: The rates listed above are 2009 Maintenance & Support rates, and will be subject to changes published annually in the client's budget letter.	

COPY

This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.	**Total Quarterly Charge**	**$ 19,617.00**

Client

Juan D. Salinas III
Contact Name (Print)

County Judge
Title/Position

Authorized Signature

4/21/09
Date

Tyler Technologies, Inc.

T. Mary Wylie
Contact Name (Print)

Senior Support Operations Analyst
Title/Position

Authorized Signature

2/26/09
Date

AI-23133 **29.E.1.**

Request by Contractor for Disbursement of Funds (Irrevocable Directive of Draw Proceeds)

CC REGULAR

Date:	09/28/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Presentation for approval of disbursement of funds be sent to project disbursing administrator, Aacon Inc. as requested by awarded vendor, (approved by Commissioners Court on August 10, 2010) Total Commitment, LLC as a condition to their Surety and thus directing all contract proceedings earned and to be earned under C-CAP-10-232-08-10 Road & Drainage Construction for Aldamas I & II Subdivisions directly to project disbursing administrator for Total Commitment, LLC – Aacon Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-122-937-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for funding availability as of 09-23-10 for Aldamas S/B 1 & 2

Contractor is responsible for paying the disbursing agent fee as stimulated in article 10.1 of disbursement agreement.

Attachments

Link: aldm 1n2 irrev letter 23133

Link: Aldamas 1 & 2 exp. report as of 9-23-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/23/2010 09:05 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/23/2010 10:12 AM	APRV
3	Roland Garcia	Rolando Garcia	09/24/2010 02:59 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Yvette Islas Started On: 09/22/2010 01:30 PM

Final Approval Date: 09/24/2010

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573
TOTALCOMMITMENTLLC@YAHOO.COM
OFFICE: (956) 519-7111 FAX: (956) 519-7750

REQUEST

Date: 9/20/2010

To: Agapito Vargas
HIDALGO COUNTY

Project: ALDAMAS I & II SUBDIVISION
Contract # C-CAP-10-232-08-10

Agapito Vargas,

I just wanted to inform you that as per prior agreement with my bonding agent, I wanted the county to agree to a funds control agent that would be controlling funds on this project. Checks with be made accordingly as noted in the agreement and mailed to the address provided for the agent to deposit into a controlled account.

Thank you and God Bless,

Pedro A. Gutierrez Jr.

DISBURSEMENT AGREEMENT

This AGREEMENT is entered into on **August 12, 2010**, by and between **Total Commitment, *LLC*** (hereinafter referred to as "Contractor"), with its principal place of business located at **11435 Bryan Road, Mission, Texas 78573** and **Aacon, Inc.** (hereinafter referred to as "Disbursement Agent"), with its principal place of business located at **624 West University Dr., Suite #238, Denton, TX 76201-1889.**

The Parties acknowledge that the purpose of this Agreement is to provide disbursing authority and agent for and on behalf of the Contractor so as to provide the Contractor with an appropriate and applicable basis to obtain surety bonding from **Insurors Indemnity Company** (hereinafter "Surety"), and so as to assure the proper and full payment of the Contractor pursuant to its obligations to both the Owner and the Surety. In no event, however, shall the Disbursing Agent be deemed an indemnitor of the Contractor, as the Disbursing Agent shall act only with respect to the receipt and disbursement of monies received pursuant to the Prime Contract, and for no other purpose or reason.

This Agreement shall remain in full force and effect during the term of the Contract between the Owner and Contractor. The Contractor understands and acknowledges in the event of earlier termination of the terms and conditions of this Agreement, the Surety must be notified in writing immediately thereof and may cause the provisions of its indemnity agreement with Surety to be immediately invoked and enforced, at the sole discretion of the Surety.

The Disbursing Agent may at any time terminate its responsibility to the Principal or its successor by giving thirty (30) days written notice via registered or certified mail to the Principal and to the Surety at their last known addresses. However, immediately upon written request, the Disbursing Agent shall surrender all funds and records pertaining to the described project to the Surety or a third party designated by the Surety.

1. On **August 10, 2010**, Contractor and **Hidalgo County, Texas** ("Owner") entered into a contract ("Contract") for the construction and/or improvement described as: **Aldamas I & II Subdivisions (CSJ's: 3C1080937), Project No. or Contract No. C-CAP-10-232-08-10** (the "Project"). The Contract price is **$376,612.50**. The Project must be constructed in accordance with the Contract and certain plans, specifications and other documents incorporated into the plans and specifications (collectively "Contract Documents").

2. As required by the Contract, Contractor as Principal has executed or will execute payment and performance bonds ("Surety Bonds") provided by **Insurors Indemnity Company** ("Surety").

3. Contractor represents that it is a properly licensed contractor and has all licenses and permits required or necessary to construct the Project.

4. Contractor desires that Disbursement Agent monitor the disbursement of all monies paid by Owner to Contractor for or on account of Project ("Contract Funds").

5. <u>Disbursement Account</u>

5.1 Contractor agrees that Disbursement Agent will open a commercial checking account at **JP Morgan Chase Bank, N.A., Denton North Branch #00435, Denton, Texas,** Account No. **890145543**, styled in the form;

Aacon, Inc. All Rights Reserved, Page 1

Aacon, Inc., Disbursement Agent For **Total Commitment, LLC – Hidalgo County Precinct #2**, the ("Disbursement Account"). All contract funds, including retainages, change orders, interest, modifications and claims proceeds received from the Owner, or forwarded by the Contractor, shall be deposited into this account. The Disbursement Agent will be the sole signatory on the Disbursement Account. The Disbursement Account will be used solely for deposit of Contract Funds and payment of just bills incurred by or on behalf of Contractor in connection with construction of the Project. Contractor shall not borrow funds against the Disbursement Account or the Project, nor shall it pledge the Disbursement Account as collateral against any loan, indebtedness or obligation.

5.2 Contractor agrees that it has assigned all contract funds to Aacon, Inc, for deposit into the Disbursement Account, and Contractor shall cause or direct the Owner to make all payments due under the Contract directly to Disbursement Agent for deposit into the Disbursement Account in the form of the Irrevocable Directive of Draw Proceeds form; attached hereto as Exhibit A. Owner's signing of the Exhibit "A" document will be construed as evidence that Contractor has revealed to the Owner the general content of this AGREEMENT, and Owner's signature on the Exhibit "A" document shall not relieve the Contractor from the Contractor's obligation to deliver, or cause to be delivered, all payments due under the Contract to the Disbursement Agent for deposit into the Disbursement Account.

5.3 Concurrently with the Execution of this AGREEMENT, Contractor shall deposit with **JP Morgan Chase Bank, N.A., Denton North Branch #00435, Denton, Texas,** into the Disbursement Account, Account No. **890145543**, the sum of **$500.00** in cash, for the purpose of opening the account. This sum will be held, used and disbursed under the same terms and provisions provided in this AGREEMENT. Any surplus funds that might be left after disbursement under Article 7, and after disbursement of Contractor's monthly fee draw under Paragraph 7.7 shall remain and accumulate in the Disbursement account until the Owner, or its representative, has issued a "Letter of Acceptance", or its equivalent, all bills have been paid for the Project, and/or Surety gives its written consent to release the funds. In the event of a default pursuant to Article 9 herein, any and all surplus funds shall not be released to Contractor unless and until Surety has given its written consent thereto.

6. Contractor's Responsibilities

6.1 Contractor shall furnish to Disbursement Agent a signed copy of the Contract, all Contract Documents, Contractor's original Bid Estimate, a detailed cost breakdown including the names of all anticipated subcontractors and material suppliers/vendors, including the amounts of their contracts, and an estimate of the Contractor's anticipated profit or fee; and, if requested in writing by the Disbursement Agent, Contractor shall furnish copies of all subcontracts and major purchase orders, a copy of Contractor's certificate of insurance, a construction schedule and all other items for which Disbursement Agent determines are necessary to process payments to be made by Disbursement Agent. Contractor further agrees to immediately notify Disbursement Agent of any change in said contract amounts or estimated costs and furnish the

Disbursement Agent a copy of all Change Order Requests, all Change Orders, all Contract Modifications, and all Contract Directives.

6.2 Contractor shall furnish to the Disbursing Agent copies of any and all notices received by the Contractor pursuant to the applicable state's Construction Lien Law, little Miller Act, or if a federal project, the Miller Act or the Capehart Act, whichever is applicable, including any Notices to Contractor, Notices to Owner, Notices of Non-Payment or Claims of Lien or other statutory notices, and shall do so within seven (7) days of its receipt of any such notices or liens. Failure to furnish copies of notices to the Disbursing Agent shall be deemed a material breach of the Disbursement Agreement.

6.3 Contractor shall give notice to the Disbursing Agent of the existence of any disagreement or dispute between the Owner, the Contractor or any subcontractor, materialman or provider of labor or services to the Project.

6.4 At the request of the Disbursing Agent, the Contractor shall provide the Disbursement Account with such additional funds as may be necessary to fully pay all costs related to the contract between the Owner and Contractor. The Parties acknowledge that this paragraph is intended to avoid Disbursing Agent's lacking sufficient funds to pay current bona fide claims of potential lienors or claimants based on the unavailability of funds in the Contractor's Disbursement Account. The Contractor's failure to deposit required additional funds in the Disbursement Account hereunder shall be deemed a material default of this Agreement.

7. Disbursement of Funds

7.1 Contractor authorizes, instructs and directs Disbursement Agent to hold in the Disbursement Account all Contract Funds and to disburse Contract Funds as follows:

7.2 The Disbursement Agent agrees that it will release funds only upon the presentation by Contractor of fully executed vouchers, from which checks shall be made payable directly to the subcontractors and material suppliers/vendors who have supplied labor, materials, rental equipment, services, and/or incorporated equipment, and who are entitled to receive payment. Said vouchers shall list the total amount due each vendor and the amount to be deducted from each line item category on the cost breakdown that has been submitted to Disbursement Agent by Contractor. Each voucher shall be accompanied by delivery receipts and tickets, invoices, and/or any other similar supporting documentation requested by the Disbursement Agent for processing of the payment. No payments for labor, materials, equipment or services shall be authorized in excess of estimated costs as represented to Disbursement Agent, without prior consent of Disbursement Agent, and until labor, materials and/or equipment have been incorporated into the construction or consumed in the construction. The Contractor's fee shall be reduced to cover all costs in excess of estimated costs, unless the original estimated costs are revised upwards by signed Change Orders, Contract Modifications and/or Contract Directives.

Subcontractors and suppliers eligible for payment under this Paragraph include:

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(1) Subcontractors performing a portion of the work required by the plans, specifications, or general conditions of the Project;

(2) Suppliers furnishing materials, services, or equipment to be incorporated into the Project, or necessary to complete the work required by the plans, specifications, and general conditions of the Project. Equipment includes equipment installed into the completed project or the rental of equipment necessary to complete the Project. Equipment shall not include the purchase of construction equipment, tools, code books, and/or clothing by the Contractor, or

(3) Subcontractors and/or vendors who are covered by the applicable bond lien law or public works statute(s).

Payments not included in subparagraphs (1) and (2) above are prohibited without the written consent of Surety.

7.3 The Disbursement Agent will make each disbursement check payable directly to the supplier and/or subcontractor to whom such payment is due per each voucher submitted to the Disbursement Agent by the Contractor.

7.4 The Disbursement Agent will also release funds to the Contractor in reimbursement of miscellaneous and C.O.D. materials, suppliers and services (generally under $1,000 per purchase), and direct job labor, all used to complete the Project upon presentation by the Contractor of fully executed vouchers listing the total amount due for materials, supplies, services and labor and the amount to be deducted from each line item category on the cost breakdown that has been submitted to Disbursement Agent by the Contractor. Further, it is agreed that each voucher shall be accompanied by paid invoices, delivery slips, canceled checks, time sheets, payroll ledgers, certified payrolls (if required by the Contract, and/or similar documentation as may be required by the Disbursement Agent. Labor eligible for reimbursement under this section shall include only direct labor employed at the job site required to complete the Project including job site supervision. No reimbursement is eligible for corporate officers' payroll or contractor's general, administrative or overhead labor, materials, supplies or services, except as provided in Paragraph 7.7 below.

7.5 Disbursement Agent shall reserve funds equivalent to the amount of liens or documented and potentially supportable claims or which Disbursement Agent is, or should be, aware that may be filed against the Project in connection with the Contract, plus a reasonable sum (not to exceed 25% of the lien or claim) for estimated legal costs and attorney's fees connected therewith.

7.6 Disbursement Agent shall withhold **zero percent (0%)** retainage from each payment, in addition to any amount being withheld by the Owner for retainage. This sum will be held as "collateral" per agreement with the Surety, and shall only be released to the Contractor upon the written consent of the Surety. Such withholding is in addition to any percentage that has been identified above as set aside for reserves. Surety must consent in writing before any retainage, collateral and/or reserve funds (per Article 7.5) may be released to the Contractor; however, any withholdings by the Disbursement Agent in addition to retainage, collateral and/or reserve funds may be released by the

Disbursement Agent to Contractor, or its subcontractors upon presentation of properly executed vouchers for payments under Paragraphs No. 7.2 or 7.4 above, or the Disbursement Agent's satisfaction of job completion and acceptance.

7.7 The Contractor will be paid its Contractor's Fee monthly, paid in the same proportion as the Contractor is paid by the Owner, not to exceed a total of $\$$_____ (less cost overruns) as proceeds are available in the Disbursement Account to cover Home Office Overhead and Fee. Disbursements to the Contractor under this Paragraph may be withheld by the Disbursement Agent until all documents required by this AGREEMENT have been furnished to the Disbursement Agent's satisfaction.

7.8 Disbursement Agent will obtain, and keep on file for inspection by all parties to this AGREEMENT and by Surety, appropriate releases from subcontractors, laborers, and material suppliers.

7.9 Disbursement Agent is expressly authorized, instructed and directed to disburse funds to itself for payment of its fee for services in accordance with Article 10 below.

7.10 In the event of default, either voluntary or involuntary, by Contractor of:

(1) Its obligations under this AGREEMENT;
(2) The Surety Bonds and/or any other agreement between Contractor and Surety; or
(3) The Contract;

all funds then held in the Disbursement Account or which may thereafter come to be deposited in the Disbursement Account pursuant to this AGREEMENT, shall be disbursed only with the consent of Surety. Upon receipt of written demand from Surety, following a default of the Principal as defined in this Paragraph, the Principal consents to, agrees, and directs, instructs and authorizes the Disbursement Agent to release all contract funds held under this AGREEMENT to Surety.

7.11 Upon completion of the Project as evidenced by a letter of acceptance by the Owner and satisfaction of all liabilities related to or arising out of the Contract or this AGREEMENT, any funds remaining in the Disbursement Account and any funds that may be accrued by the Disbursement Account shall become the property of Contractor and will be paid within 30 days of receipt of the last payment by Owner, satisfaction of all contractual obligations and upon written consent of Surety.

7.12 Disbursement Agent is authorized to provide copies of the disbursement monthly summaries, and/or other information on the Disbursement services to Surety, if requested. This authorization shall not create any third party obligations or fiduciary duties between Disbursement Agent and Surety or any other third party.

7.13 In the event of a default as defined by Article 9 below, or if the potential for a default appears imminent, Disbursement Agent is expressly directed, instructed and authorized to provide notice to Surety.

8. Disbursement Agent's Responsibilities

8.1 Disbursement Agent accepts this assignment and undertakes to perform promptly, diligently and faithfully the duties set forth in Article 7 above, upon the condition, however, that its disbursement of funds upon the signed order of Contractor (or Contractor's duly authorized agent) shall, as to Disbursement Agent's duty to the Contractor, be conclusively deemed to be the exercise of due care.

In addition to the foregoing obligation, Disbursement Agent maintains at its principal place of business in Denton, Texas, adequate records of funds received and disbursed in connection with the Project and will permit inspection of these records at any reasonable time or times by Contractor or Surety, or the authorized agent of either of them. The Disbursement Agent has the right to change its principal place of business and will give notice, as soon as possible, if it changes its place of business to the Contractor, the Surety and to the Owner, if applicable.

8.2 Disbursement Agent agrees to maintain for the benefit of Contractor and Surety, a policy of insurance protecting Contractor and Surety from any errors and omissions on its part in performing its obligations pursuant to this AGREEMENT. Disbursement Agent will provide evidence of said coverage to both Contractor and Surety upon their written request(s).

8.3 Contractor and Disbursement Agent agree that in the event the Surety gives the Disbursing Agent directions with respect to the disbursement of Contract Funds, Disbursing Agent shall be obligated to follow such directions and such directions shall take precedence over any conflicting directions in this AGREEMENT or by the Contractor.

9. Default

9.1 There shall be deemed to have been a default under this AGREEMENT in the event of the occurrence of any of the following:

9.1.1 Failure of Contractor to perform any material obligation to be performed by Contractor in accordance with the Contract Documents or under this AGREEMENT;

9.1.2 Contractor's making of any untrue or misleading statement to Disbursement Agent as to any material fact for the purpose of causing Disbursement Agent to disburse Contract Funds or to take other action or to omit to take any action;

9.1.3 Failure of Contractor to use and apply within a reasonable time funds paid to the Disbursement Account for the purpose for which funds were paid;

9.1.4 Diversion to any other use of materials furnished, earmarked or obtained for use in this Project;

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9.1.5 Contractor's making of an assignment for benefit of creditors, the appointment of a receiver for the Contractor or Contractor's property, or the insolvency of the Contractor;

9.1.6 Transfer, sale, conveyance or assignment by Contractor of Contract, or of this AGREEMENT, or of any rights, benefits or monies thereunder, except to persons entitled thereto by having furnished labor, materials, or services in the construction of the Project;

9.1.7 If Contractor is an individual, if Contractor dies or becomes incapacitated for any reason, thereby preventing Contractor from performing Contractor's obligations under this AGREEMENT, or if Contractor becomes a fugitive from justice or for any reason disappears and cannot be found immediately by Disbursement Agent by use of the usual methods;

9.1.8 Being defaulted by the Owner;

9.1.9 Breaking any agreement with the Surety.

10. Fee

10.1 For its customary services performed or to be performed pursuant to this AGREEMENT, Disbursement Agent shall be entitled to receive a fee of **$3,766.13.** This fee shall conclusively be deemed earned by Disbursement Agent upon execution of this AGREEMENT, and paid as follows: **in the same proportion as the Contractor is paid by the Owner.** In the event of a default, any unpaid fee shall be paid in full. If the cost of the construction, including the cost of all alterations, deviations and extras, exceeds the sum of **$376,612.50**, Disbursement Agent shall be entitled to receive an additional fee of **One Percent (1.0%)** of this excess cost.

10.2 Costs for checks, deposit slips, endorsement stamps, monthly bank service charges, reconciliation, accounting records sheets, and all other materials necessary or proper to establish the appropriate records for receipts and disbursements, along with shipment charges (Federal Express, UPS, Courier, Special Delivery, Etc.) for Disbursement packages, checks, documents, etc. are the sole responsibility of the Contractor and shall be paid by the Contractor from available funds in the Disbursement Account and reimbursed to Disbursement Agent immediately upon incurred cost.

10.3 If Disbursement Agent is required to perform extraordinary services, Contractor shall be liable to pay Disbursement Agent a reasonable sum for these services, and to reimburse Disbursement Agent for necessary expenses. If Disbursement Agent becomes a party to any default, claim, demand, arbitration or litigation arising out of labor or material lien claims involved in the Project or arising out of the Contract, Contractor shall be liable to pay to Disbursement Agent all of its attorneys' fees and legal costs and the amount of any settlement, judgment or other award rendered in connection with such action and these costs shall be considered Project Costs.

11. This AGREEMENT shall be construed according to the laws and statutes of the State of Texas, except for conflicts of Law questions, which will be construed according to the laws and statutes of the State of New York.

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12. Venue under this AGREEMENT shall be in Denton County, Texas.

13. Any suit under this AGREEMENT must be filed within two (2) years and a day of this AGREEMENT being breached, the termination of this AGREEMENT, or the date on which the last check is issued per the terms of this AGREEMENT.

14. This AGREEMENT shall bind and inure to the benefit of the heirs, executors, administrators and successors in interest of the parties of the AGREEMENT.

The parties to this AGREEMENT have executed it on the day first written above.

CONTRACTOR:	**DISBURSEMENT AGENT:**
Signed:	Signed: *Arnold P. Acker*
By/Title: Pedro Gutierrez, Jr. - Member / President	By/Title: Arnold P. Acker, President & CEO
Company: Total Commitment, LLC	Aacon, Inc.
Address: 11435 Bryan Road	624 West University Dr., Suite #238
Mission, Texas 78573	Denton, Texas 76201-1889
Phone: 956-519-7111	Phone: 940-243-2143 (Patricia Young)
Fax: 956-519-7750	Fax: 940-387-2323 (Patricia Young)
Cell: 956-221-4101	Cell #: 940-395-9222 (Arnold Acker)
Email: Totalcommitmentllc@yahoo.com	Email: arnold.acker@att.net
	Email: pat.young@charter.net

Aacon, Inc. All Rights Reserved, Page 8

EXHIBIT A

TOTAL COMMITMENT, LLC
11435 Bryan Road
Mission, Texas 78573
Phone: 956-519-7111

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

Insurors Indemnity Company ("Surety"), Contract Surety for TOTAL COMMITMENT, LLC, ("CONTRACTOR"), has required CONTRACTOR as a condition precedent to issuing its Payment and Performance bonds for the construction of a project known as: **Aldamas I & II Subdivisions (CSJ's: 3C1080937), Project No. or Contract No. C-CAP-10-232-08-10**, to employ the services of a disbursement agent, Aacon, Inc. Aacon, Inc. is to be employed directly by CONTRACTOR and Aacon, Inc. is in no way a party to the agreement between the **Hidalgo County, Texas** ("Owner") and CONTRACTOR.

The Disbursement Agreement between CONTRACTOR and Aacon, Inc. requires that the CONTRACTOR shall assign, per Article 9 of the Uniform Commercial Code and Chapter 9 of the Texas Business and Commerce Code, the Contract Proceeds only for the Project to Aacon, Inc. and the Owner shall direct or shall cause all contract funds, including, but not limited to retainage, interest, change orders, modifications or claim proceeds, if any, to be deposited into a Project Specific Disbursement Account that has been established by Aacon, Inc. for CONTRACTOR. **The Owner signing herein below irrevocably certifies that all payments made to CONTRACTOR for the construction described above shall be posted in the U.S. Mail, delivered by overnight mail, or hand delivered to:**

TOTAL COMMITMENT, LLC
C/O Aacon, Inc.
624 West University Dr., Suite #238
Denton, TX 76201-1889

Or wire transferred directly to the Project Specific Disbursement Account as follows:

Aacon, Inc., Disbursement Agent for TOTAL COMMITMENT, LLC
Account No. 890145543, JP MORGAN CHASE BANK.
ABA Routing No. 111000614, JP Morgan Chase Bank, N.A., Branch #00435
1200 West University Dr. Drive
Denton, Texas 76201

Aacon, Inc. has the right to change the address to which the funds are to be mailed, or to change the bank and/or account number to which the funds are to be deposited.

This certification is irrevocable by the Owner and can only be changed by written directive of CONTRACTOR with the written consent of the Chief Executive Officer or President of the Surety.

TOTAL COMMITMENT, LLC:	**HIDALGO COUNTY, TEXAS:**
Signed:	Signed: Date:
Print: Pedro A. Gutierrez, Jr.	Print:
Its: Member / President	Its:
	Phone/Fax:
	Email:

Aacon, Inc. All Rights Reserved – 01/02/2009

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
0-1312-431-00-122-937-0-312	ALDAMAS SUBD 1 & 2-INDIRECT COSTS	.00	7,445.31	.00	.00	7,445.31	.00
0-1312-431-00-122-937-0-334	ALDAMAS SUBD 1 & 2-ENG & ARCH SERVICES	.00	11,405.13	9,504.28	1,900.85	.00	100.00
0-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	.00	15,120.44	15,118.62	.00	1.82	99.99
0-1312-431-00-122-937-0-540	ALDAMAS SUBD 1 & 2-ADVERTISING	.00	981.90	.00	981.90	.00	100.00
0-1312-431-00-122-937-0-733	ALDAMAS SUBD 1 & 2-DRAINAGE DITCHES	.00	219,465.00	.00	.00	219,465.00	.00
0-1312-431-00-122-937-0-841	ALDAMAS SUBD 1 & 2-AID TO GOVT AGENCY	.00	221,310.94	.00	.00	221,310.94	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**475,728.72**	**24,622.90**	**2,882.75**	**448,223.07**	**5.78**
0 YEAR 0		**.00**	**475,728.72**	**24,622.90**	**2,882.75**	**448,223.07**	**5.78**

AI-23129 **29.F.1.**

Co Clerks-"Amendement" to Contract #C-10-216-07-13 with Master Fibers Inc

CC REGULAR

Date:	09/28/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** County Clerk

Information

CAPTION

Approval of an "Amendment" to Contract #C-10-216-07-13 with Master Fibers, Inc. for: "Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis) reflecting details on timeline for payment of revenues for Hidalgo County Clerk's Office and as (approved by CC on 07/13/10).

BACKGROUND

Amendment approved by legal as to form.
Contract Document #C-10-216-07-13 with Master Fibers, Inc

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Fund 1237

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

BUDGETARY IMPACT:

No Budgetary Impact for Expeditures. Revenue Only

Revenue Account # 0-1237-341-10-180-000-0-000

Attachments

Link: Contract Doc#C-10-216-07-13-Master Fibers Inc

Link: Amendment apprvd by legal as to form-Master Fibers Inc

Link: email approval by legal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/22/2010 04:13 PM	APRV
2	Budget & Management	Sylvia Solis	09/22/2010 04:33 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/23/2010 01:27 PM	APRV
4	Auditor's Office		09/24/2010 05:10 PM	NEW

Form Started By: Letty Saenz Started On: 09/22/2010 11:47 AM

Final Approval Date: 09/24/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-216-07-13

THIS CONTRACT is made and entered into this **13th** day of **July, 2010** by and between the **County of Hidalgo, Texas** ("County"), and **Master Fibers, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Purchase, Removal & Related Services for Shredded & Recyclable Material" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by **Hidalgo County Clerk's Office** ("the Project Manager") or its designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **July 13, 2010** and expiring on **July 12, 2011.** Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto payable against weight ticket submitted by the Company to the Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, in accordance with Exhibit "A", page 2 of 3 #8.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	Master Fibers, Inc. Attn: Manuel Arredondo, Plant Manager 103 North "I" Road Pharr, Texas 78577

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

14. This Agreement may be terminated by either party without cause upon sixty (60) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

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

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: MASTER FIBERS, INC.

By: _____
Printed Name: Manuel Arredondo
Title: Plant Manager

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
"Purchase, Removal & Related Services For Shredded & Recyclable Materials"
Bid No: 2010-216-06-16-MEG

1. **Request for Bid Letter consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid packet)
3. **Exhibit "A" Specifications consisting of__3__pages.**
4. **Exhibit "B" Bid Page consisting of__1__page.**
   Must be submitted with bid packet
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   Must be submitted with bid packet
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Copy of receipt and this form must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__pages.**
   Must be submitted with bid packet
8. **Certification Regarding Debarment __1__ page.**
   Must be submitted with bid packet
9. **Draft Requirements Agreement consisting of __8__ pages.**

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

JUNE 1, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

June 1, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"**
Bid No: 2010-216-06-16-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY

"Purchase, Removal & Related Services For Shredded & Recyclable Materials"

Bid No: 2010-216-06-16-MEG

BID OPENING DATE:

June 16, 2010

Contact Person:
Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-216-06-16-MEG** and in **HIDALGO COUNTY "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. **WEDNESDAY JUNE 16, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-216-06-16-MEG- HIDALGO COUNTY- "Purchase, Removal & Related Services for Shredded & Recyclable Materials".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY "Purchase, Removal & Related Services for Shredded & Recyclable Materials"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Clerk's Office
100 N. Closner
Edinburg Texas 78539
ATTN.: Arturo Guajardo
(956) 318-2100

17. Schedule of Events

Pre-Bid Conference 9:30 AM	**June 8, 2010**
Bid Opening, 9:30 AM	**June 16, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all

defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
BID NO.: 2010-216-06-16-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Must submit this form with Bid Packet

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

"Purchase, Removal & Related Services For Shredded & Recyclable Materials"

RFB: 2010-216-06-16-MEG

EXHIBIT "A"
HIDALGO COUNTY
"Purchase, Removal & Related Services for Shredded & Recyclable Materials"
RFB NO: 2010-216-06-16-MEG

PROJECT OVERVIEW

The Hidalgo County Clerk's Office currently recycles (shreds) its own discarded paper as well as paper from other County Departments. In an effort to more efficiently utilize County assets, the County Clerk wishes to implement a program to generate revenue from the sale of recyclable materials including, but not limited to, paper, cardboard, aluminum and plastic products. Although the program will commence with those departments for which the County Clerk currently provides shredding services, Hidalgo County reserves the right and option to expand this program to include (at a time that is determined and recommended by the County Clerk) those County departments as yet not part of the project.

SCOPE

Hidalgo County-Clerk's Office, "the Project Manager", is seeking qualified companies to bid on the purchase and removal of recyclable materials and award a contract for the **"Purchase, Removal & Related Services for Shredded & Recyclable Materials"** on an **"As Needed Basis"**:

SERVICE LOCATIONS and POINTS OF CONTACT (POC):

- ***Sites:***
  - Records Management Warehouse-317 N. Closner, Edinburg, Texas 78539

POC			
1st	Armando Perez Jr.	956-318-2100 ext 6107	956-292-7676
2nd	Daniel Yarrito	956-318-2100 ext 6109	956-292-7000
3rd	Fernando Gomez	956-318-2100 ext 6109	956-292-7000

  - San Carlos Warehouse-E. SH 107 & 6th Street San, Carlos, Texas 78539

POC			
1st	Armando Perez Jr.	956-318-2100 ext 6107	956-292-7676
2nd	Fernando Gomez	956-318-2100 ext 6109	956-292-7000
3rd	Daniel Yarrito	956-318-2100 ext 6109	956-292-7000

BIDDER(S) MINIMUM REQUIREMENTS

Interested and qualified Bidder(s) that meet the Minimum Requirements are invited to submit a Procurement Packet.

1. The Bidder(s) must be able to accept any loose, bagged and/or baled paper, cardboard, aluminum and plastic etc.
2. The Bidder(s) shall schedule pick up on the first and third Monday of the Month unless there is a holiday, which shall then be pickup up on the following business day. Hidalgo County reserves the right to change scheduling for pickup of materials on a weekly basis.
3. Bidder(s) must provide a container in which all material will be placed in and removed by the Bidder.
4. The Bidder must have the ability to pick up materials from two designated area(s) and the proper equipment to load the container with the shredded/destroyed material to sell (i.e. forklift, etc)
5. The Bidder(s) must have the ability to leave a container at either site.
6. Hidalgo County must have access to the vendor's facility if needed, to ensure the materials are being disposed properly.

7. Bidder(s) must include a copy of the scale ticket.

8. Bidder(s) must provide weight ticket to coincide with payment, weight ticket and check must be submitted to the Treasure's Office and a copy to County Clerks Office.

9. Bidder(s) must also provide the process of what happens to the shredded / destroyed material, once it has left the County's possession.

10. The Bidder(s) must also provide a summary report of the material sold, if needed by the Hidalgo County Departments utilize services.

11. PRE-BID CONFERENCE
A pre-bid conference will be held on **TUESDAY JUNE 8, 2010 at TIME 9:00 a.m.** in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements or walk thru if necessary. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

TERMS & CONDITION:

1. Term of contract is for one year, with fixed prices per ton and/or lb.

2. This Agreement may be terminated by either party without cause upon sixty (60) days written notice, pursuant to written notice.

3. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

4. County will seek purchases from state awarded Bidder(s) whenever it is, its best interest to do so.

5. Bid award will be made to the most qualified, responsive, responsible bidder meeting all specifications and/or requirements.

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

7. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or

8. Hidalgo County reserves the right to award the bid to ***MULTIPLE*** bidders if the County Determines it is in its best interest to do so.

9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. All costs and expenses associated with the preparation and submission of (bids, proposals And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

13. The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

Additional Information:
All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY JUNE 09, 2010 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. FRIDAY JUNE 11, 2010.

EXHIBIT "B"

BID PAGE

"Purchase, Removal & Related Services For Shredded & Recyclable Materials"

RFB: 2010-216-06-16-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

TYPE OF SERVICE	AMOUNT PAID TO THE COUNTY	
	USD/LB	USD/TON
PAPER LOOSE	$	$
BAGGED	$	$
BALED	$	$
CARDBOARD LOOSE	$	$
BAGGED	$	$
BALED	$	$
ALUMINUM	$	$
PLASTIC	$	$
OTHER	$	$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

"Purchase, Removal & Related Services For Shredded & Recyclable Materials"

RFB: 2010-216-06-16-MEG

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

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.
	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L 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 OCCURENCE	$
					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					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — 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)

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.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ 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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

Exhibit "B"
HIDALGO COUNTY
"Purchase, Removal & Related Services For
Shredded & Recyclable Materials"
Bid No: 2010-216-06-16-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

TYPE OF SERVICE		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	LOOSE	$ 0.01	$ 20.00
	BAGGED	$ 0.01	$ 20.00
	BALED	$ 0.02	$ 40.00
CARDBOARD	LOOSE	$ 0.005	$ 10.00
	BAGGED	$ 0.005	$ 10.00
	BALED	$ /	$ /
ALUMINUM		$ 0.03	$ 60.00
PLASTIC		$ 0.00	$ 0.00
OTHER		$ /	$ /

BIDDER/COMPANY NAME: Master Fibers Inc
ADDRESS: 103 N I Road
CITY/STATE/ZIP CODE: Pharr, Tx
PHONE & FAX NO.'S: (956) 783 07 74 ext 11 Fax (956) 783 92 91
CELLULAR & BEEPER NO.'S: (956) 227 46 31
AUTHORIZED SIGNATURE:
PRINTED NAME: Manuel Arredondo
TITLE: Plant Manager
EMAIL: marredondo@masterfibers.com

OPENED
9:30am
6/23/2010
Witnessed

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY (CLERK'S OFFICE)

BID NO: 2010-216-06-16-MEG

DESCRIPTION OF BID: "Purchase, Removal & Related Services for Shredded & Recyclable Materials"

		MASTER FIBERS Pharr, Tex	
		AMOUNT PAID TO THE COUNTY	
		USD/LB	USD/TON
PAPER	LOOSE	0.01	20.00
	BAGGED	0.01	20.00
	BALED	0.02	40.00
CARDBOARD	LOOSE	0.005	10.00
	BAGGED	0.005	10.00
	BALED	N/B	N/B
ALUMINUM		0.03	60.00
PLASTIC		N/B	N/B
OTHER		N/B	N/B

EXHIBIT "C"
INSURANCE REQUIREMENTS

Cert ID 14902

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2010

PRODUCER
Aon Private Risk Management - Houston
1330 Post Oak Blvd., Suite 900
Houston TX 77056
(832) 476-6665

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Master Fibers, Inc.

1710 E. Paisano
El Paso TX 79901

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: North River Insurance Company	21105
INSURER B: United States Fire Insurance C	21113
INSURER C: United States Fire Insurance C	21113
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC	5437146528	1/31/2010	1/31/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X Hired PhysDam 50,000	1337290929	1/31/2010	1/31/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	5530930902	1/31/2010	1/31/2011	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4086995715	1/31/2010	1/31/2011	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

Certificate Holder is named as an Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Continued on page 3

CERTIFICATE HOLDER

Hidalgo County
Attn Purchasing Dept
2812 S. Highway 281

Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Aon Private Risk Management Insurance Agency, Inc.

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AI-21902 **45.HH.1.**

Award: Purchase, Removal & Related Services for Shredded & Recyclable Materials

CC REGULAR

Date: 07/13/2010
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** County Clerk

Information

CAPTION

Recommending award of bid and approval of contracts to the sole bidder meeting all specifications and/or requirements as attached hereto for : Hidalgo County Clerks Office-Purchase, Removal & Related Services for Shredded & Recyclable Materials RFB No.: 2010-216-06-16-MEG

BACKGROUND

Revenue Account:

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1237-341-10-180-000-0-000
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

Attachments

Link: Memo of recommendation/ tabulation sheet
Link: Contract Doc#C-10-216-07-13-Master Fibers Inc-HC (County Clerks)
Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Elena Gomez	07/02/2010 09:56 AM	CREATED
1	Purchasing Department	Marty Salazar	07/08/2010 01:44 PM	APRV
2	Budget & Management	Erika Zamora	07/08/2010 02:20 PM	APRV
3	Sylvia Solis			NEW
4	Auditor's Office			

Form Started By: Elena Gomez Started On: 07/02/2010 09:56 AM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO CONTRACT FOR PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED & RECYCLABLE MATERIALS BETWEEN HIDALGO COUNTY, TEXAS AND MASTER FIBERS, INC. (C-10-216-07-13)

This **AMENDMENT** to the **CONTRACT FOR PURCHASE, REMOVAL & RELATED SERVICES FOR SHREDDED & RECYCLABLE MATERIALS (C-10-216-07-13)** dated July 13, 2010, by and between **HIDALGO COUNTY, TEXAS** ("County") and **MASTER FIBERS, INC.** ("Company") is entered into between the parties effective this **28th** day of **September, 2010.**

WHEREAS, Company and County entered into a Contract dated July 13, 2010 in which Company agreed to provide certain services for the purpose of removing recyclable materials from County offices and compensating the County for such materials (the "Contract");

WHEREAS, the Contract, as drafted, was not specific pertaining to the timeliness of payment from Company to County;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 6 of the Contract is deleted in its entirety and replaced with the following in lieu thereof:

   6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts specified in Exhibit "B" attached hereto, payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Clerk's Office, within thirty (30) days of submitting such pick up/weight tickets.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

DRAFT

EXECUTED IN DUPLICATE ORIGINALS, and effective as of the day and year first written above.

MASTER FIBERS INC.

_____
By: _____
Its_____

HIDALGO COUNTY, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Stephen L. Crain

DRAFT

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 15, 2010 11:49 AM
To: 'Leticia Saenz'
Subject: FW: Draft Amendment to Contract#C-10-216-07-13-Master Fibers Inc-County Clerks

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From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, September 14, 2010 12:25 PM
To: 'Martha Salazar'
Subject: RE: Draft Amendment to Contract#C-10-216-07-13-Master Fibers Inc-County Clerks

The amendment is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, September 14, 2010 8:47 AM
To: 'Steve Crain'
Subject: FW: Draft Amendment to Contract#C-10-216-07-13-Master Fibers Inc-County Clerks
Importance: High

Mr. Crain:

Please read e-mail below. In addition, adjust amendments accordingly.

Thanks,

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, September 13, 2010 5:20 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; elena.gomez@co.hidalgo.tx.us
Subject: Draft Amendment to Contract#C-10-216-07-13-Master Fibers Inc-County Clerks
Importance: High