AI-23542 **6.D.**

Claim of Salvador Vega

CC REGULAR

Date:	10/26/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Salvador Vega

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 07:56 AM	APRV
2	Auditor's Office	Linda Fong	10/22/2010 08:26 AM	APRV
3	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Aida Alvarez — Started On: 10/18/2010 02:59 PM

Final Approval Date: 10/22/2010

AI-23544 **6.E.**

Claim of Rogelio Cantu

CC REGULAR

Date:	10/26/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Rogelio Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 07:56 AM	APRV
2	Auditor's Office	Linda Fong	10/22/2010 08:27 AM	APRV
3	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Aida Alvarez — Started On: 10/18/2010 03:04 PM

Final Approval Date: 10/22/2010

AI-23637 **6.F.**

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

CC REGULAR

Date:	10/26/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/22/2010 03:57 PM	APRV
2	Auditor's Office		10/22/2010 05:15 PM	NEW
Form Started By: Angela Garcia			Started On: 10/22/2010 03:48 PM	
Final Approval Date: 10/22/2010				

AI-23543 **7.D.**

Claim of Salvador Vega

CC REGULAR

Date:	10/26/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Salvador Vega

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 07:56 AM	APRV
2	Auditor's Office	Linda Fong	10/22/2010 08:27 AM	APRV
3	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Aida Alvarez — Started On: 10/18/2010 03:01 PM

Final Approval Date: 10/22/2010

AI-23545 **7.E.**

Claim of Rogelio Cantu

CC REGULAR

Date:	10/26/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Rogelio Cantu

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 07:56 AM	APRV
2	Auditor's Office	Linda Fong	10/22/2010 08:28 AM	APRV
3	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Aida Alvarez — Started On: 10/18/2010 03:08 PM

Final Approval Date: 10/22/2010

AI-23638 **7.F.**

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

CC REGULAR

Date:	10/26/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/22/2010 03:57 PM	APRV
2	Auditor's Office		10/22/2010 05:15 PM	NEW
Form Started By: Angela Garcia			Started On: 10/22/2010 03:48 PM	
Final Approval Date: 10/22/2010				

AI-23562 **10.B.**

Travelers Insurance Company Settlement Check
CC REGULAR

Date:	10/26/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Approval to accept settlement agreement with Travelers Insurance Company in the amount of $10,404 to settle total loss auto accident with County vehicle. (Sheriff Office)

2. Approval to authorize Guadalupe Trevino, Hidalgo County Sheriff, to sign Power of Attorney forms for title purposes to settle claim with Travelers Insurance Company.

BACKGROUND

DOL: 08/09/10

Acct #: 10-1100-360-00-000-005-0-000

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 11:38 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/20/2010 01:43 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 08:28 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Aida Alvarez — Started On: 10/20/2010 10:11 AM

Final Approval Date: 10/22/2010

AI-23644 **10.C.**

Workplace violence

CC REGULAR

Date:	10/26/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action to adopt a Workplace Violence Prevention Policy for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/22/2010 04:35 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/22/2010 04:42 PM	APRV
3	Auditor's Office		10/22/2010 05:15 PM	NEW

Form Started By: Angela Garcia — Started On: 10/22/2010 04:22 PM

Final Approval Date: 10/22/2010

Hidalgo County

Workplace Violence Prevention Policy

I. PURPOSE

It is the policy of Hidalgo County to provide a safe workplace for its employees. To this end, all areas, agencies and departments of the County are expected to implement a program to prevent and respond to violence in the workplace.

II. DEFINITIONS

For purposes of this Plan, violence is defined as the deliberate and wrongful violation, damage, or abuse of other persons, self, or property and includes threats of violence. This includes the prevention and reduction of the incidence and effects of domestic violence in the workplace.

Acts of violence and threats of violence include, but may not be limited to the following:

A.) Verbal (such as threats, harassment, abuse, and intimidation)

B.) Non-verbal (such as gestures and intimidation)

C.) Physical (such as hitting, pushing, shoving, kicking, touching, and assault)

D.) Other acts (such as arson, sabotage, vandalism, and stalking).

Supervisor shall mean the employee's immediate supervisor, department head and/or elected official.

III. POLICY

All County of Hidalgo departments and agencies, to the fullest extent possible without violating any existing rules, regulations or statutory requirements, contractual obligations and collective bargaining agreements, shall designate and direct County employees to follow these guidelines.

The County of Hidalgo will not tolerate acts of violence perpetrated by or against any employee while in County offices, facilities, work sites, vehicles or while conducting County business.

Supervisors shall receive workplace violence training and will provide it to all existing County employees as practicable. New County employees with receive workplace violence training at the time of hiring.

It is important that all threats should be taken seriously. The threat should not be ignored in the hope that it will resolve itself or out of fear of triggering an outburst from the person who lodged the threat. If someone poses a danger to himself or others, appropriate authorities should be notified and action be taken. It is the County's policy to notify the police if any employee is threatened by anyone. Threats and reports of violence should be made to Supervisors, department heads and/or elected officials. Supervisors should be the persons who notify the appropriate authorities. Supervisors and employees should refer to each department's respective Emergency Action Plan in the event an actual emergency arises.

IV. RESPONSE AND ASSISTANCE

Any person concerned about his or her safety at work should speak to his or her Supervisor so that the appropriate authorities may be contacted, as necessary.

If domestic violence is occurring at the workplace, is affecting the performance of the victim or the victim's co-worker's, or if the victim otherwise requests, the Supervisor can be asked for a referral for further assistance. The County recognizes all persons' right to privacy, autonomy and safety, and the corresponding need to control the process following disclosure. To the extent that disclosures do not implicate issues of workplace safety and performance, and to the extent permitted by law and this policy, the County's response will be guided by the expressed wishes of the victim, and may include the following:

a. Referring individuals to appropriate agencies and services, including legal, medical and counseling services;
b. Assessment of the victim's need to be absent from work;
c. Providing information regarding employment benefits, including processes for changing insurance benefits, requesting paid and unpaid leave, and changing pay arrangements (such as direct deposit of paychecks)
d. Developing an individual workplace safety plan in conjunction with appropriate agencies and services.

Victims are further encouraged to disclose the existence of (and provide copies if necessary) Temporary and Permanent Orders for Protection to their Supervisor and/or the officer discharged with safety of the County building they are working in, including but not limited to the Hidalgo County Sheriff's Office , the Hidalgo County Constable Department, and/or the appropriate local law enforcement agency with jurisdiction for the facility at issue.

V. WORK PERFORMANCE

In instances where the Supervisor and/or County is aware that a County employee who is a victim of workplace violence has a performance or conduct problem as a result of the workplace violence issue (as defined in this policy), assistance will be provided as outlined herein, as well as an opportunity to correct any reported performance or conduct problems. Supervisors may develop a work plan with the employee to assist and support the employee in meeting performance expectations.

Nothing in this policy alters the authority of the County to establish performance expectations, counsel employees, impose discipline, reassign duties, place an employee on leave, or take other action as deemed appropriate and in line with the County code of conduct as expressed in the civil service policy and personnel policy guidelines.

AI-23528 **11.A.**

Appointment of Reserve Deputy Constable Pct. 1
CC REGULAR

Date:	10/26/2010
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #1:
Discussion, consideration, and approval to appoint Mario Leal as reserve Deputy Constable by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.012.

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of 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.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** n/a
FUNDS AVAILABLE Y/N?: n/a **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
no budgetary impact / no applicable expenses

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

BUDGETARY IMPACT:
NO BUDGETARY/FISCAL IMPACT.

Attachments

Link: lgc86.012

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 07:57 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/20/2010 04:47 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:28 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:27 AM	APRV

Form Started By: Blanca Sanchez

Started On: 10/17/2010 01:05 PM

Final Approval Date: 10/22/2010

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

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

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

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

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

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

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

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

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

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

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

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

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

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

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

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

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

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

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

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

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

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

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

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

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

AI-23507 **11.B.**

Fuel reimburesement for Deputy Constable Armando Patlan

CC REGULAR

Date:	10/26/2010
Submitted By:	Nancy Ponce, CONSTABLE PCT. #4
Submitted For:	Nancy Ponce
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables **Sub-category:** Constables

Information

CAPTION

Constable Pct. #4.:
Pursuant to the fuel policy, requesting approval to reimburse Deputy Constable #417, Armando Patlan , for the purchase of fuel for county vehicle unit #415 assigned to him, with authority for the County Treasurer's Office to issue payment/check after auditing procedures are completed:

Position Title	Employee	Unit No.	Total Reimbursement	Invoice No.
DEPUTY CONSTABLE	ARMANDO PATLAN	415	$55.20	238501

BACKGROUND

DEPUTY PATLAN:
-FUEL EXPENSE INCURRED AS A RESULT OF A FUEL CARD NOT APPROVED ON THURSDAY, JULY 29, 2010. CARD DID NOT GO THROUGH BUT IS NOW WORKING APPROPRIATELY FOR EMPLOYEE NO. 023396.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-294-001-0-626

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

BUDGETARY IMPACT:

$3,618.63 available funds as of 10-19-10. rc

RECEIPT DATED ON: 7/29/2010
TRANSACTION NO. 238501
INVOICE NO. 238501

Attachments

Link: FUEL TICKET AND AFFIDAVIT

Link: FUEL TICKET AND AFFIDAVIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/15/2010 10:09 AM	APRV

2	Rosalinda Cantu	Rosie Cantu	10/15/2010 01:54 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:29 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:27 AM	APRV

Form Started By: Nancy Ponce Started On: 10/14/2010 04:24 PM

Final Approval Date: 10/22/2010

WELCOME TO
Stripes # 9132
4420 W. University Dr
Edinburg Texas 78539
(956) 383-8200
TP48572973-001 PCC 9132
4420 W UNIVERSITY DR
NBURG TX 78539

Descr.	qty	amount
CUSTOMER COPY>		
UNLD CA #04	21.915G	55.20
	@ 2.519/ G	
	Sub Total	55.20
	Tax	0.00
TOTAL		**55.20**
	CREDIT $	55.20

ARD TYPE: VISA
ARD NAME: PATLAN/ARMANDO
CCT NUMBER: XXXX X X XXXX 6234
RANS TYPE: SALE
PPROVAL: 238981 INVOICE: 238501
MOUNT: $ 55.20

ROVED 238981

****

KS, COME AGAIN
03 CSH# 017 DR# 01 TRAN# 38599
14:42:42 ST# 9132

2008 Explorer
Mileage - 356520
Tx Use 103-8705

AFFIDAVIT FOR REIMBURSEMENT

I, Armando Patlan, Deputy Constable #417 with Hidalgo County Precinct 4 Constable's Office, do hereby swear/or affirm that the assigned fuel card for my assigned patrol unit, Unit#415, was not working. On Thursday, July 29, 2010, I attempted to fuel up the patrol unit and the fuel card was unable to process the transaction. As my final attempt to pump and was refused several times I pumped $55.20 dollars of gas from my own credit card.

Armando Patlan
Deputy Constable #417
Hidalgo County Constable Precinct 4
2814 S Highway 281
Edinburg, Texas 78539
Date of Affidavit: July 30, 2010

STATE OF TEXAS:
COUNTY OF HIDALGO

BEFORE ME Bradley Brown **A NOTARY PUBLIC IN AND FOR HIDALGO COUNTY AND THE STATE OF TEXAS, APPEARED** Armando Patlan **AND ON HIS/HER OATH DEPOSED, AND STATED THE FOREGOING FACT AS SET FORTH IN THE ABOVE CLAIM ARE TRUE AND CORRECT IN EVERY RESPECT.**

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 6th **DAY OF** August **2010.**

(SEAL)

MARTIN BRADLEY BROWN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-09-2010

NOTARY PUBLIC FOR
THE COUNTY OF HIDALGO
& THE STATE OF TEXAS

WELCOME TO
Stripes # 9132
4420 W. University Dr
Edinburg Texas 78539
(956) 383-8200
TP48572973-001 PCC 9132
4420 W UNIVERSITY DR
NBURG TX 78539

Descr.	qty	amount
CUSTOMER COPY>		
UNLD CA #04	21.915G	55.20
	@ 2.519/ G	
	Sub Total	55.20
	Tax	0.00
TOTAL		**55.20**
	CREDIT $	55.20

ARD TYPE: VISA
ARD NAME: PATLAN/ARMANDO
CCT NUMBER: XXXX X X XXXX 6234
RANS TYPE: SALE
PPROVAL: 238981 INVOICE: 238501
MOUNT: $ 55.20

ROVED 238981

****

KS, COME AGAIN
03 CSH# 017 DR# 01 TRAN# 38599
14:42:42 ST# 9132

2008 Explorer
Mileage - 356520
Tx Use 103-8705

AFFIDAVIT FOR REIMBURSEMENT

I, Armando Patlan, Deputy Constable #417 with Hidalgo County Precinct 4 Constable's Office, do hereby swear/or affirm that the assigned fuel card for my assigned patrol unit, Unit#415, was not working. On Thursday, July 29, 2010, I attempted to fuel up the patrol unit and the fuel card was unable to process the transaction. As my final attempt to pump and was refused several times I pumped $55.20 dollars of gas from my own credit card.

Armando Patlan
Deputy Constable #417
Hidalgo County Constable Precinct 4
2814 S Highway 281
Edinburg, Texas 78539
Date of Affidavit: July 30, 2010

STATE OF TEXAS:
COUNTY OF HIDALGO

BEFORE ME Bradley Brown **A NOTARY PUBLIC IN AND FOR HIDALGO COUNTY AND THE STATE OF TEXAS, APPEARED** Armando Patlan **AND ON HIS/HER OATH DEPOSED, AND STATED THE FOREGOING FACT AS SET FORTH IN THE ABOVE CLAIM ARE TRUE AND CORRECT IN EVERY RESPECT.**

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 6th **DAY OF** August **2010.**

(SEAL)

MARTIN BRADLEY BROWN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-09-2010

NOTARY PUBLIC FOR
THE COUNTY OF HIDALGO
& THE STATE OF TEXAS

AI-23509 **12.A.**

Proclamation - STLC Financial Literacy Day

CC REGULAR

Date:	10/26/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Ricardo Contreras
Department:	EXECUTIVE OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Proclamation proclaiming South Texas Literacy Coalition's Financial Literacy Day on October 28, 2010

BACKGROUND

Fiscal Impact

Attachments

Link: draft

Link: email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/15/2010 08:48 AM	APRV
2	Roland Garcia	Rolando Garcia	10/15/2010 01:14 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:27 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:27 AM	APRV

Form Started By: Monica Badillo — Started On: 10/14/2010 04:40 PM

Final Approval Date: 10/22/2010

Proclamation - DRAFT

Whereas, literacy is a community issue that impacts the growth and prosperity of every community; and

Whereas, according to the National Assessment of Adult Literacy, 2003, 45% of the adult population in the United States, have limited reading, writing, and math skills; and

Whereas, Texas has 6.5 million residents who speak a language other than English at home, almost double the national percentage, composing 38.6%of the Texas population, and a great majority of the population of the Rio Grande Valley (Texas Learns, 2005); and

Whereas, financial literacy is critical to the management of an individual's personal finances to achieve an acceptable quality of life, providing basic needs to individuals and families; and

Whereas, as the education level of adults improves, so does their children's success in school; and

Whereas, helping adults improve their basic skills has a direct and measurable impact on both the education and quality of life of the children in a family; and

Whereas, the South Texas Literacy Coalition, a non-profit organization dedicated to the coordination of literacy services, envisions South Texas as a community where every child and adult is a life-long learner skilled with the highest levels of literacy;

Therefore, be it resolved that the County of Hidalgo, Edinburg, Texas hereby declares October 28, 2010 as the South Texas Literacy Coalition's Financial Literacy Day and encourages all citizens to participate in the activities of the evening on the campus of South Texas College in Weslaco to help them improve their access to literacy resources.

Monica Badillo

From: Karina Cardoza [karina.cardoza@co.hidalgo.tx.us]
Sent: Thursday, October 14, 2010 11:31 AM
To: 'Rene Ramirez'; richard.sanchez@co.hidalgo.tx.us; 'Erika G Reyna'
Cc: Valde Guerra, Executive Officer; Monica Badillo, Commissioners' Court Administrator
Subject: FW: draft - STLC Financial Literacy Day Proclamation
Attachments: STLC_Financial Literacy Day_Proclamation.doc

Good morning, Judge –
We received this request for a proclamation to be placed on the agenda for next week. The request is to announce South Texas Literacy Coalition's Financial Literacy Day on October 28. Would this be something you would want to do? Please let me know & we can put in on the agenda.

Thank you!

Karina Cardoza, Director
THE COUNTY OF HIDALGO, TEXAS
Executive Office - Public Affairs Division
2818 S. Business Hwy 281
Edinburg, Texas 78539
p 956.292.7026
c 956.343.0011
f 956.292.7766
e karina.cardoza@co.hidalgo.tx.us
w www.co.hidalgo.tx.us





From: ricardo contreras [mailto:ricardocontre7@hotmail.com]
Sent: Wednesday, October 13, 2010 8:27 AM
To: karina.cardoza@co.hidalgo.tx.us
Subject: draft - STLC Financial Literacy Day Proclamation

Good morning Karina!

Attached is the South Texas Literacy Coalition's Financial Literacy Day Proclamation (draft), for your review. Please let me know if this is something the County would consider doing in anticipation of our event on October 28th.

We appreciate your consideration of our request and look forward to your reply at the earliest convenience. If you have any questions or require additional information, please feel free to contact me at 956.343.2633.

Ricardo Contreras
STLC Secretary
956.343.2633
ricardocontre7@hotmail.com
"Literacy for Life"

AI-23643 **12.B.**

Appointments/Reappointments

CC REGULAR

Date:	10/26/2010
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

1. Appointment/reappointment of member(s) to the following boards:

    a. Head Start Policy Council
    b. South Texas Independent School District
    c. Tropical Texas Behavioral Health - Board of Trustees

2. Appointment of the City of McAllen's nominee to the Regional Mobility Authority.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/22/2010 04:35 PM	APRV
2	Roland Garcia	Rolando Garcia	10/22/2010 04:49 PM	APRV
3	Auditor's Office		10/22/2010 05:15 PM	NEW

Form Started By: Erika Reyna — Started On: 10/22/2010 04:14 PM

Final Approval Date: 10/22/2010

AI-23648 **13.A.**

Deletion and creation of positions

CC REGULAR

Date:	10/26/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	District Attorne's Office
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Attorney

Information

CAPTION

Criminal DA (1100):
1. Approval of the following personnel actions:

Action	Slot No.	Postion Title	Grade
Delete	002	Assistant District Attorney V	20
Create	091	Assistant District Attorney IV	18
Create	092	Assistant District Attorney II	14
Create	093	Assistant District Attorney II	14

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Funds available as of 10-22-10.

Attachments

Link: fiscal note
Link: transfer
Link: salary schedule
Link: job desc. ADA II
Link: job desc. ADA V

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/22/2010 05:14 PM	APRV
2	Budget & Management		10/22/2010 05:15 PM	NEW

Form Started By: Rosie Cantu

Started On: 10/22/2010 04:48 PM

Final Approval Date: 10/22/2010

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 23648

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, October 26, 2010

Summary of request/proposal:
Criminal DA (1100):
Approval of the following personnel actions:

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	Assist. District Attorney V	0002	113	20	8	99,745.00	0.00	(99,745.00)
1100	Assist. District Attorney IV	0091	113	18	1	0.00	68,687.00	68,687.00
1100	Assist. District Attorney II	0092	113	14	1	0.00	50,487.00	50,487.00
1100	Assist. District Attorney II	0093	113	14	1	0.00	50,487.00	50,487.00
				TOTAL:		99,745.00	169,661.00	69,916.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-080-002-0- 113	CRIM DA -	REG F/T EMPLOYEES	$13,125.99
0-1100-412-00-080-002-0- 211	CRIM DA -	HEALTH INSURANCE	$1,016.40
0-1100-412-00-080-002-0- 212	CRIM DA -	LIFE INSURANCE	$10.14
0-1100-412-00-080-002-0- 220	CRIM DA -	FICA	$1,004.14
0-1100-412-00-080-002-0- 230	CRIM DA -	RETIREMENT	$1,249.59
0-1100-412-00-080-002-0- 250	CRIM DA -	UNEMPLOYMENT COMP	$65.63
0-1100-412-00-080-002-0- 260	CRIM DA -	WORKER'S COMP	
		2010 Budgetary Impact	$16,471.89

2011 Budgetary Impact: $88,075.53

Possible Funding Sources: WITHIN DEPT BUDGET. (INTERDEPARTMENTAL TRANSFER FROM 0-1100-421-00-080-003-0-344)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: October 25, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Public Defender

ACCOUNT NUMBER: 0-1100-4XX-00-080-00X-0-XXX

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 5408

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			
0-1100-421-00-080-003-0- 344	AUTOPSIES-	AUTOPSY SERVICES	(16,471.89)
TO			
0-1100-412-00-080-002-0- 113	CRIM DA-	REG F/T EMPLOYEES	13,125.99
0-1100-412-00-080-002-0- 211	CRIM DA-	HEALTH INSURANCE	1,016.40
0-1100-412-00-080-002-0- 212	CRIM DA-	LIFE INSURANCE	10.14
0-1100-412-00-080-002-0- 220	CRIM DA-	FICA	1,004.14
0-1100-412-00-080-002-0- 230	CRIM DA-	RETIREMENT	1,249.59
0-1100-412-00-080-002-0- 250	CRIM DA-	UNEMPLOYMENT COMP	65.63
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund the partial cost in salaries and fringe benefits for one (1) Assistant District Attorney IV position, slot no. 091 and two (2) Assistant District Attorney II positions (slots no.092 & 093) pending approval by CC on 10-26-10. Other portion to be funded by available funds from deletion of one (1) Assistant District Attorney position, slot no. 002, also pending CC approval. REF: 23648/ 13.A.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-080-002-0

AI - 23648

CRIMINAL DA

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	ASSISTANT DISTRICT ATTORNEY V	20	9	102,549.00	102,549.00	102,549.00	4,800.00	0.00	0.00	900.00	0.00	108,249.00
~~0002~~	~~113~~	DELETE ↓ ~~ASSISTANT DISTRICT ATTORNEY V~~	~~20~~	~~8~~	~~99,745.00~~	~~99,745.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	99,745.00	99,745.00	99,745.00	5,000.00	0.00	0.00	900.00	0.00	105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	91,333.00	91,333.00	91,333.00	4,800.00	0.00	0.00	900.00	0.00	97,033.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	91,333.00	91,333.00	91,333.00	5,000.00	0.00	0.00	900.00	0.00	97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	4	88,529.00	88,529.00	88,529.00	5,000.00	0.00	0.00	900.00	0.00	94,429.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	52,254.00	52,600.00	0.00	0.00	0.00	900.00	0.00	53,500.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	85,725.00	85,725.00	86,460.00	3,120.00	0.00	0.00	900.00	0.00	90,480.00
0009	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	49,344.00	49,344.00	0.00	0.00	0.00	900.00	0.00	50,244.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	65,071.00	65,071.00	0.00	0.00	0.00	900.00	0.00	65,971.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	78,303.00	78,303.00	78,303.00	5,000.00	0.00	0.00	900.00	0.00	84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	78,303.00	78,303.00	78,303.00	4,560.00	0.00	0.00	900.00	0.00	83,763.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	75,899.00	75,899.00	76,200.00	2,880.00	0.00	0.00	900.00	0.00	79,980.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	71,091.00	71,900.00	4,080.00	0.00	0.00	900.00	0.00	76,880.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	73,495.00	73,495.00	73,980.00	2,400.00	0.00	0.00	900.00	0.00	77,280.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	71,091.00	72,180.00	2,400.00	0.00	0.00	900.00	0.00	75,480.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	5	57,555.00	57,555.00	57,555.00	960.00	0.00	0.00	900.00	0.00	59,415.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	71,091.00	71,091.00	1,920.00	0.00	0.00	900.00	0.00	73,911.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	66,634.00	66,634.00	2,160.00	0.00	0.00	900.00	0.00	69,694.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	6	69,193.00	69,193.00	69,193.00	1,920.00	0.00	0.00	900.00	0.00	72,013.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	67,132.00	67,750.00	1,200.00	0.00	0.00	900.00	0.00	69,850.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	67,132.00	63,071.00	63,071.00	2,160.00	0.00	0.00	900.00	0.00	66,131.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	71,091.00	67,536.00	67,536.00	4,560.00	0.00	0.00	900.00	0.00	72,996.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	52,254.00	52,600.00	0.00	0.00	0.00	900.00	0.00	53,500.00
0026	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	61,043.00	61,043.00	1,440.00	0.00	0.00	900.00	0.00	63,383.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-080-002-0

AI - 23648

CRIMINAL DA

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	61,011.00	61,011.00	2,160.00	0.00	0.00	900.00	0.00	64,071.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	59,488.00	59,488.00	1,920.00	0.00	0.00	900.00	0.00	62,308.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	4	65,071.00	55,935.00	55,935.00	0.00	0.00	0.00	900.00	0.00	56,835.00
0030	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	55,788.00	55,788.00	0.00	0.00	0.00	900.00	0.00	56,688.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	59,015.00	59,140.00	1,200.00	0.00	0.00	900.00	0.00	61,240.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	56,896.00	56,896.00	1,200.00	0.00	0.00	900.00	0.00	58,996.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	0	47,963.00	47,963.00	49,100.00	0.00	0.00	0.00	900.00	0.00	50,000.00
0034	113	CRIMINAL INVESTIGATOR III	16	1	58,888.00	54,890.00	54,891.00	0.00	0.00	0.00	0.00	0.00	54,891.00
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	60,250.00	58,220.00	58,220.00	1,560.00	0.00	0.00	0.00	0.00	59,780.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	63,010.00	58,020.00	58,100.00	1,200.00	0.00	0.00	900.00	0.00	60,200.00
0037	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	52,254.00	53,100.00	0.00	0.00	0.00	900.00	0.00	54,000.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	55,884.00	55,884.00	960.00	0.00	0.00	900.00	0.00	57,744.00
0039	113	ASSISTANT DISTRICT ATTORNEY II	14	1	50,487.00	50,487.00	50,487.00	4,320.00	0.00	0.00	900.00	0.00	55,707.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	54,303.00	54,303.00	960.00	0.00	0.00	900.00	0.00	56,163.00
0041	113	ASSISTANT DISTRICT ATTORNEY I	12	5	49,344.00	49,344.00	49,344.00	0.00	0.00	0.00	900.00	0.00	50,244.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	55,788.00	51,743.00	51,743.00	780.00	0.00	0.00	3,600.00	0.00	56,123.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	3	54,021.00	52,865.00	52,944.00	0.00	0.00	0.00	900.00	0.00	53,844.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	52,575.00	52,575.00	960.00	0.00	0.00	900.00	0.00	54,435.00
0045	113	ASSISTANT DISTRICT ATTORNEY I	12	7	52,374.00	52,374.00	52,374.00	0.00	0.00	0.00	900.00	0.00	53,274.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	59,322.00	54,303.00	54,303.00	960.00	0.00	0.00	900.00	0.00	56,163.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	53,941.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	50,587.00	50,924.00	0.00	0.00	0.00	900.00	0.00	51,824.00
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	4	55,788.00	54,092.00	54,092.00	0.00	0.00	0.00	900.00	0.00	54,992.00
0050	111	CRIMINAL DISTRICT ATTORNEY				48,654.00	48,654.00	0.00	0.00	0.00	8,000.00	0.00	56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	2	52,254.00	49,009.00	49,009.00	0.00	0.00	0.00	900.00	0.00	49,909.00
0052	113	ACCOUNTANT IV	14	2	52,254.00	47,227.00	47,227.00	1,080.00	0.00	0.00	0.00	0.00	48,307.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	49,344.00	44,908.00	45,531.00	0.00	0.00	0.00	0.00	0.00	45,531.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-080-002-0

AI - 23648

CRIMINAL DA

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	
0054	113	CRIMINAL INVESTIGATOR I	12	4	47,829.00	43,319.00	43,319.00	1,800.00	0.00	0.00	3,600.00	0.00	48,719.00
0055	113	EXECUTIVE ASSISTANT II	13	2	48,383.00	43,322.00	43,322.00	1,140.00	0.00	0.00	0.00	0.00	44,462.00
0056	113	EXECUTIVE ASSISTANT I	11	5	45,690.00	40,742.00	41,168.00	1,860.00	0.00	0.00	0.00	0.00	43,028.00
0057	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	36,495.00	36,582.00	1,200.00	0.00	0.00	0.00	0.00	37,782.00
0058	113	EXECUTIVE ASSISTANT I	11	2	41,481.00	36,495.00	36,582.00	1,020.00	0.00	0.00	0.00	0.00	37,602.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,465.00	33,852.00	480.00	0.00	0.00	0.00	0.00	34,332.00
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,465.00	33,852.00	960.00	0.00	0.00	0.00	0.00	34,812.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,365.00	33,365.00	480.00	0.00	0.00	0.00	0.00	33,845.00
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,323.00	33,323.00	900.00	0.00	0.00	0.00	0.00	34,223.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,323.00	33,323.00	1,140.00	0.00	0.00	0.00	0.00	34,463.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	38,408.00	33,323.00	33,323.00	780.00	0.00	0.00	0.00	0.00	34,103.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	37,109.00	32,122.00	32,214.00	960.00	0.00	0.00	0.00	0.00	33,174.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	25,207.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	36,271.00	31,280.00	31,328.00	0.00	0.00	0.00	0.00	0.00	31,328.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	4	35,157.00	30,221.00	30,600.00	600.00	0.00	0.00	0.00	0.00	31,200.00
0069	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	32,051.00	27,045.00	27,045.00	420.00	0.00	0.00	0.00	0.00	27,465.00
0071	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	26,080.00	26,080.00	420.00	0.00	0.00	0.00	0.00	26,500.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	30,141.00	25,116.00	25,116.00	0.00	0.00	0.00	0.00	0.00	25,116.00
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	27,276.00	24,278.00	24,300.00	300.00	0.00	0.00	0.00	0.00	24,600.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,192.00	24,220.00	0.00	0.00	0.00	0.00	0.00	24,220.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,154.00	24,154.00	0.00	0.00	0.00	0.00	0.00	24,154.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,154.00	24,154.00	0.00	0.00	0.00	0.00	0.00	24,154.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	29,186.00	24,154.00	24,154.00	0.00	0.00	0.00	0.00	0.00	24,154.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	28,231.00	23,279.00	23,500.00	0.00	0.00	0.00	0.00	0.00	23,500.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-080-002-0

AI - 23648

CRIMINAL DA

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	
0081	113	ADMINISTRATIVE ASSISTANT I	4	5	26,657.00	21,720.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0082	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	3	25,021.00	25,021.00	25,021.00	0.00	0.00	0.00	0.00	0.00	25,021.00
0084	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	0	22,216.00	19,550.00	19,550.00	0.00	0.00	0.00	0.00	0.00	19,550.00
0086	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0087	113	CRIMINAL INVESTIGATOR I	12	0	41,120.00	41,120.00	41,120.00	0.00	0.00	0.00	0.00	0.00	41,120.00
0088	113	CLERK II	3	1	21,653.00	21,653.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	75,899.00	75,899.00	75,899.00	0.00	0.00	0.00	900.00	0.00	76,799.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	60,949.00	60,949.00	61,027.00	3,360.00	0.00	0.00	900.00	0.00	65,287.00
		CREATE THE FOLLOWING POSITIONS											
0091	**113**	**ASSISTANT DISTRICT ATTORNEY IV**	**18**	**1**	**68,687.00**	**68,687.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0092	**113**	**ASSISTANT DISTRICT ATTORNEY II**	**14**	**1**	**50,487.00**	**50,487.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0093	**113**	**ASSISTANT DISTRICT ATTORNEY II**	**14**	**1**	**50,487.00**	**50,487.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
				TOTAL	4,670,097.00	4,502,128.00	4,265,880.00	102,440.00	0.00	0.00	56,600.00	0.00	4,424,920.00

Approval to delete one vacant full time Assistant District Attorney V position, slot no. 002, Grade 20.
Approval to create one full time Assistant District Attorney IV position, slot no. 091, Grade 18.
Approval to create two (2) full time Assistant District Attorney II position(s), slot no.'s 092 & 093, Grade 14.

PERSONNEL ACTIONS PENDING CC APPROVAL.

ASSISTANT DISTRICT ATTORNEY II

GRADE: 14

GENERAL DESCRIPTION

Employee performs legal work. Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in legal setting with prior experience in the relevant areas of law preferred. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Must be computer literate

Knowledge of all applicable laws and procedures

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ASSISTANT DISTRICT ATTORNEY V

GRADE: 20

GENERAL DESCRIPTION

Performs senior-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in an effort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience as a licensed attorney. Juris Doctorate (JD) degree required. Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Must possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must possess necessary writing skills at a seasoned level to communicate information and directions to attorneys, detectives, police agencies and citizens

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-23547 **14.A.**

SCAAP Grant - to accept award

CC REGULAR

Date:	10/26/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and approval to accept the FY2010 State Criminal Alien Assistance Program (SCAAP) award from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) for the amount of $418,866.00.

BACKGROUND

Acceptance of award is online. Upon acceptance of SCAAP terms, conditions, and award amount, the Office of Justice Programs (OJP) will initiate an electronic payment to the appropriate bank account.

Grant # 2010-AP-BX-0743

Our office will be submitting a budget at a later date. SCAAP funds are to be used for correctional purposes only.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to accept the grant award.
No local cash match is required.

Attachments

Link: SCAAP.FY2010.award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	10/19/2010 12:34 PM	APRV
2	Budget & Management	Sylvia Solis	10/20/2010 07:59 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/22/2010 01:32 PM	APRV
4	Auditor's Office	Linda Fong	10/22/2010 02:47 PM	APRV
5	Purchasing Department	Marty Salazar	10/22/2010 03:34 PM	APRV

Form Started By: Emilia Uriegas Started On: 10/18/2010 03:57 PM

Richard Ozuna

From: SCAAP [SCAAP@usdoj.gov]
Sent: Monday, October 18, 2010 1:09 PM
To: SCAAP
Subject: SCAAP 2010 Drawdown Announcement - Point of Contact Email

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year 2010 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. To view the FY 2010 SCAAP awards, visit http://www.ojp.usdoj.gov/BJA/grant/scaap.html.

Please follow the instructions below to accept your SCAAP award:

- Access the Grants Management System web site at https://grants.ojp.usdoj.gov/ and log on using your SCAAP user id and password.
- Locate the Application status block that contains your 2010 SCAAP application. You will see "View" and "Drawdown" links under the "Action" header located on the right side of this block.
- Click on "Drawdown." This will take you to an acceptance screen that displays your grant number, jurisdiction name, and award amount at the top. Please print this screen for your records.
- Select at least one use of SCAAP funds on the provided list. **Multiple selections are possible with the Control key and mouse click.**
- Review and click the certification checkbox before accepting the award.
- **Use of SCAAP Awards:** The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.
- At the bottom of the screen, there is an "Accept" and "Decline" button. After you accept your award, you will be taken to a screen that confirms your acceptance. **Applicants are required to accept awards online within 45 calendar days of this award notice. This email serves as notice for you to accept your SCAAP award online.**
- Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process.
- Allow 15 business days for the electronic payment process to occur.

For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 3.

For questions concerning your SCAAP award amount or other award questions, please email BJA at SCAAP@ojp.usdoj.gov.

For questions related to the electronic transfer of funds or bank account of record, please contact the OCFO Customer Service Center at 1-800-458-0786 or AskOCFO@usdoj.gov.

Thank you,

SCAAP Program Team

Bureau of Justice Assistance

State Criminal Alien Assistance Program 2010-H3348-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help

GMS Home

Log Off

Grant Number: 2010-AP-BX-0743
Jurisdiction: County of Hidalgo
Vendor Number: 746000717
Award Amount: $418,866

Fiscal Year 2010 Payment Acceptance and Electronic Transfer of Funds

FY 2010 SCAAP Use of Funds List

--- *Construction* ---
Construction for inmate housing, inmate programs, prison industries in ADA compliance
--- *Training/Education for offender* ---
Specific trade employment skills
GED testing
Job Preparedness
--- *Training for corrections officers to help manage offender population* ---
Bi-lingual language skills
Less than lethal technology training
Diversity training

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2010 State Criminal Alien Assistance Program.

Accept Decline

AI-23590 **15.A.**

2010 Tax Roll Totals

CC REGULAR

Date:	10/26/2010
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

Requesting approval of 2010 Tax Roll Totals as per Sec. 26.09(e) Texas Property Tax Code.

BACKGROUND

Fiscal Impact

Attachments

Link: 2010 Tax Roll Totals

Form Routing/Status

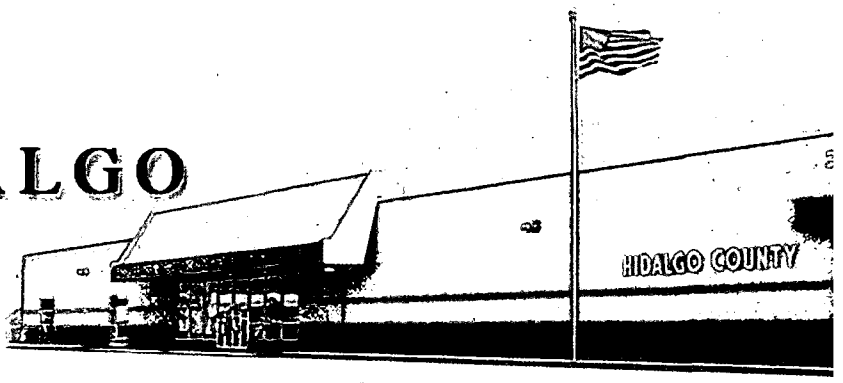
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 08:10 AM	APRV
2	Perla Lopez	Perla Lopez	10/22/2010 09:11 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:31 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:29 AM	APRV

Form Started By: Neida Chavana Started On: 10/20/2010 04:08 PM

Final Approval Date: 10/22/2010

Office of Tax Assessor - Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

October 20, 2010

Honorable Rene Ramirez, County Judge
Honorable Hidalgo Co Commissioners
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Dear Gentlemen:

Enclosed please find the 2010 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll

ABJ:nc

Xc: Hon. Ray Eufracio,
Hidalgo County Auditor

ENTITY	HIDALGO COUNTY			2010
JURISDICTION	1			
AG EXCLUSION	3,301,784,957	TOTAL PARCELS		335,916
HS CAPPED AMOUNT	137,079,193	TOTAL MARKET VALUE		35,694,546,795
ABATED AMOUNT	697,188	TOTAL EXEMPT PROPERTY	-	8,274,308,896
PRIMARILY CHRTBLE	1,539,467	TAXABLE VALUE	=	27,420,237,899
CHDO EXEMPTION	7,719,095	FROZEN TAXABLE	-	1,848,428,597
VETERAN EXEMPTIONS	23,366,605	NET TAXABLE VALUE	=	25,571,809,302
VETERAN FULL EXEMP	66,376,614	TAX RATE PER $100	*	0.5900
EXEMPT VALUE	3,903,825,894	LEVY (Before Frozen Levy Loss)	=	150,873,674.88
HB366 VALUE	41,741	FROZEN LEVY	+	9,183,511.53
FREEPORT VALUE	309,328,141	LATE AG	+	203.52
HISTORICAL VALUE	87,741	LATE RENDITION	+	260,797.97
OVER 65 HOMESTEAD EXEMPTION	468,416,834	LEVY	=	160,318,187.90
POLLUTION VALUE	54,045,426	TOTAL LEVY (From TC501)	=	160,318,223.74
TOTAL EXEMPT PROPERTY	**8,274,308,896**	VARIANCE	+/-	-35.84

Land	Value
Homesite:	2,883,720,164
Non Homesite:	7,503,994,113
Ag Market:	3,472,053,927
Timber Market:	0

Total Land	(+)	13,859,768,204

Improvement	Value
Homesite:	6,916,017,995
Non Homesite:	10,037,853,965

Total Improvements	(+)	16,953,871,960

Non Real	Count	Value
Personal Property:	20,059	3,535,381,471
Mineral Property:	18,138	1,345,525,160
Autos:	0	0

Total Non Real	(+)	4,880,906,631
Market Value	=	35,694,546,795

Ag	Non Exempt	Exempt
Total Productivity Market:	3,471,119,238	934,689
Ag Use:	169,334,281	34,061
Timber Use:	0	0
Productivity Loss:	3,301,784,957	900,628

Productivity Loss	(-)	3,301,784,957
Appraised Value	=	32,392,761,838
Homestead Cap	(-)	137,079,193
Assessed Value	=	32,255,682,645

Exemption	Count	Local	State	Total
AB	19	697,188	0	697,188
CH	9	1,539,467	0	1,539,467
CHODO(Partial)	7	7,719,095	0	7,719,095
DP	7,208	0	0	0
DV1	562	0	3,458,343	3,458,343
DV1S	22	0	108,915	108,915
DV2	321	0	2,623,398	2,623,398
DV2S	5	0	37,500	37,500
DV3	309	0	3,155,685	3,155,685
DV3S	19	0	190,000	190,000
DV4	1,037	0	12,078,306	12,078,306
DV4S	143	0	1,714,458	1,714,458
DVHS	788	0	66,376,614	66,376,614
EN	1	0	0	0
EX	8,304	0	3,903,825,894	3,903,825,894
EX366	147	0	41,741	41,741
FR	139	309,328,141	0	309,328,141
HT	1	87,741	0	87,741
OV65	30,683	443,797,751	0	443,797,751
OV65S	1,656	24,619,083	0	24,619,083
PC	38	54,045,426	0	54,045,426

Total Exemptions	(-)	4,835,444,746
Net Taxable	=	27,420,237,899

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
DP	390,260,996	375,038,661	1,937,831.22	2,043,103.94	6,735
OV65	1,895,965,360	1,417,976,905	6,884,241.31	7,143,279.94	30,778
Total	2,286,226,356	1,793,015,566	8,822,072.53	9,186,383.88	37,513
Tax Rate	0.590000				

Freeze Taxable	(-)	1,793,015,566

Freeze Adjusted Taxable	=	25,627,222,333

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
160,022,684.29 = 25,627,222,333 * (0.590000 / 100) + 8,822,072.53

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

ALL JURISDICTIONS

HIDALGO COUNTY	TAX RATE:	.590000
TOTALS FOR JURISDICTION 0001		
NUMBER OF ACCOUNTS	335,916	
LAND VALUE	13,859,768,204	
LESS AG EXCLUSION	3,301,795,612	
FREEPORT EXCLUSION	309,328,141	
ABATEMENTS	697,188	
HOMESTEAD CAP	16,869,763	12,865
TOTAL APPRAISED LAND	10,557,972,592	12,865
IMPROVEMENT VALUE	16,788,062,896	
TOTAL REAL PROPERTY	30,647,831,100	
TOTAL PERSONAL PROPERTY	5,046,715,695	
TOTAL APPRAISED VALUE	35,694,546,795	
EXEMPTIONS:		
OSP	3,301,784,957	19,629
FREEPORT	309,328,141	139
HB 366	41,741	123
HOMESTEAD	0	117,991
OVER 65 AGE	443,797,751	30,683
CAP	137,079,193	12,865
DISABLED	0	7,208
S SPOUSE	24,619,083	1,656
FV	66,376,614	788
DAV	23,366,605	2,411
POLUTION	54,045,426	38
CH	7,719,095	7
MSC	1,539,467	9
ABATEMNT	697,188	1
HISTORIC	87,741	1
TOTAL EXEMPT	3,903,825,894	8,303
TAXABLE VALUE	27,420,237,899	
ACTUAL LEVY	160,318,223.74	

JURISDICTION: 0001 HIDALGO COUNTY

TOTAL PARCELS:	335,916	TAX RATE:00.590000			
MARKET VALUE:	35,694,546,795	STATE HOM:	0	OPT HOM:	0.00000
EXEMPT PARCELS:	8,303	STATE O65:	0	OPT O65:	15,000
EXEMPT VALUE:	3,903,825,894	DISABLED:	0		
AG PROPERTIES:	19,629	AG EXCLUSION:			3,301,784,957
HS CAPPED CNT:	12,865	HS CAPPED AMT:			137,079,193
ABATED PARCELS:	1	ABATED AMOUNT:			697,188
FREEPORT CNT:	139	FREEPORT VALUE:			309,328,141
HB366 CNT:	123	HB366 VALUE:			41,741
POLLUTION CNT:	38	POLLUTION VALUE:			54,045,426
HISTORICAL CNT:	1	HISTORICL VALUE:			87,741
CHDO XMP CNT:	7	CHDO EXEMPTION:			7,719,095
FTZ CBD TRM CHA:	9	FTZ CBD TRM CHA VAL:			1,539,467
VET FULL XMP CNT:	788	VET FULL EXEMPTION:			66,376,614
GROSS TAXABLE:	27,912,021,338				
STATE HOMESTEAD	117,991	HOMESTEAD AMT:			0
LOCAL HOMESTEAD	117,991	HOMESTEAD AMT:			0
OVER65	30,683	OVER 65 AMT:			0
LOCAL OVER65	30,683	OVER 65 AMT:			443,797,751
SURVIVING SPOUSE:	1,656	AMOUNT:			24,619,083
# OF DISABLED:	7,208	DISABLED AMT:			0
VET @ $5000	555	VETERAN AMT:			2,989,588
VET @ $7500	312	VETERAN AMT:			2,434,608
VET @ $10000	292	VETERAN AMT:			2,929,516
VET @ $12000	1,252	VETERAN AMT:			15,012,893
TOTAL VET	2,411	VETERAN AMT:			23,366,605
TOTAL PART XMP:	491,783,439				
TAXABLE VALUE:	27,420,237,899				
FROZEN ACCTS:	38,541				
LEVY LOSS:	1,722,218.97				
TOTAL LEVY:	160,318,223.74				
LATEAG CNT:	2	LATEAG AMT:			203.52
LATE RENDPEN CNT:	8,722	LATE RENDPEN AMT:			260,797.97
FROZEN HOMESITE:	2,352,825,352				
FROZEN TAXABLE:	1,848,428,597				
UNFROZEN LEVY:	10,905,730.50				
FROZEN LEVY:	9,183,511.53				
TIF CAPTURED:	0				
TOTAL NON-EXMT PARCELS:	327,613				

AI-23565 **16.B.**

HRSA Notice of Grant Award Amendment

CC REGULAR

Date:	10/26/2010
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.
Sub-category:	Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached HRSA Award Amendment # 6 C76HF19799-01-01 dated 10/15/2010. This award amendment supersedes the HRSA Award # 1 C76HF19799-01-00 dated 08/20/2010. This amendment lifts the condition stated on NGA # 1 C76HF19799-01-00.

2. Requesting approval to appropriate the HRSA budget of $376,200.00.

BACKGROUND

A. The original HRSA Award #1 C76HF19799-01-00 was approved by Commissioner's Court on 09/14/2010 (see AI-22862).

B. The Certification of Revenue by County Auditor in the amount of $376,200.00 was also presented in agenda item #22862.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-048-5-xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $376,200.00 for HRSA award. Grant Period of 9/1/10 to 8/31/15.

Revenue account# 0-1293-331-11-340-048-5-000 - HRSA

Attachments

Link: HRSA Amendment Notice

Link: HRSA Award Amendment

Link: HRSA Budget Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Sylvia Solis	10/20/2010 01:08 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/21/2010 09:05 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/22/2010 01:09 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	NEW

Form Started By: Mike Escaname Started On: 10/20/2010 10:57 AM

Final Approval Date: 10/22/2010

Mike Escaname

From: eddie.olivarez@hchd.org
Sent: Friday, October 15, 2010 8:50 AM
To: Mike Escaname
Subject: Fw: Transmission of a HRSA Notice of Grant Award for C76HF19799-01-01



NGA.PDF (17 KB)

Sent on the Sprint® Now Network from my BlackBerry®

-----Original Message-----
From: "Erika G Reyna" <erika.reyna@hidalgocountyjudge.com>
Date: Fri, 15 Oct 2010 09:36:42
To: Eddie Olivarez<eddie.olivarez@hchd.org>
Cc: <sandra.garza@hchd.org>; Rosie Bryan<rosie.bryan@hchd.org>; Mike Escaname
<mike.escaname@auditor.co.hidalgo.tx.us>; <rene.ramirez@hidalgocountyjudge.com>
Subject: FW: Transmission of a HRSA Notice of Grant Award for C76HF19799-01-01

Good morning,

Attached is the Notice of Grant Award for the Mobile Clinic.

Have a great day!

Erika G. Reyna
Economic Development Planner
Hidalgo County Judge's Office
1615 S. Closner, Ste J
Edinburg, TX 78539
Phone: (956) 318-2600 ext. 5028
Fax: (956) 318-2699
Email: erika.reyna@hidalgocountyjudge.com

-----Original Message-----
From: Rene Ramirez
Sent: Friday, October 15, 2010 8:19 AM
To: Erika G Reyna; 'eddie.olivarez@hchd.org'
Subject: Fw: Transmission of a HRSA Notice of Grant Award for C76HF19799-01-01

----- Original Message -----
From: DGMONGAEmail@hrsa.gov <DGMONGAEmail@hrsa.gov>
To: Rene Ramirez
Sent: Fri Oct 15 05:12:31 2010
Subject: Transmission of a HRSA Notice of Grant Award for C76HF19799-01-01

Dear Colleague,
The attached Notice of Grant Award, C76HF19799-01-01 for Health Care And Other Facilities to HIDALGO COUNTY HEALTH & HUMAN SERVICES, Edinburg, Texas is provided by the Health Resources and Services Administration (HRSA). Please retain this notice for your official records, as a paper copy will not be provided. Please do not reply to this automatic email. Refer to the contacts section of the award notice for the name, phone number and email of your program and grants management contact. Also, refer to the Remarks portion of the NGA and the attached Terms and Conditions for the specific purpose of this action.

Note: To view the Notice of Grant Award, Acrobat Reader version 5 or above must be

installed.

1. DATE ISSUED: 10/15/2010

2. PROGRAM CFDA: 93.887

3. SUPERCEDES AWARD NOTICE dated: 08/20/2010
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.

4a. AWARD NO.:	**4b. GRANT NO.:**	**5. FORMER GRANT NO.:**
6 C76HF19799-01-01	C76HF19799	

6. PROJECT PERIOD:
FROM: 09/01/2010 **THROUGH:** 08/31/2015

7. BUDGET PERIOD:
FROM: 09/01/2010 **THROUGH:** 08/31/2015

DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH RESOURCES AND SERVICES ADMINISTRATION

HRSA

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

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

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

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

11. APPROVED BUDGET: (Excludes Direct Assistance)

[X] Grant Funds Only

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

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

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE

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

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

YEAR	TOTAL COSTS
Not Applicable	

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

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

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

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

Estimated Program Income: $ 0.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached **[X] Yes [ ] No**)
This NGA is issued to remove one or more Grant Conditions imposed on projects.

Electronically signed by Neal Meyerson, Grants Management Officer on: 10/15/2010

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

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

HRSA Electronic Handbooks (EHBs) Registration Requirements

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

Terms and Conditions

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

Grant Specific Terms:

1. The grant condition stated below on NGA 1 C76HF19799-01-00 is hereby lifted. Within 30 days of this Notice of Grant Award, please provide the Division of Grants Management Operations a description of items for the $1,783 in misc funds.

Reporting Requirements:

1. Due Date: Within 90 days of Project End Date
   The following types of photos are needed asa a part of the Close Out process. Grantee should scan and upload into the HRSA Electronic Handbooks photos, with brief descriptions of the completed project. Exterior shots (front, rear of building) and major rooms should be included as well. Please upload the required documentation into the HRSA Electronic Handbooks.
2. Due Date: Within 90 days of Budget Start Date
   Interim Progress Reports will be due to the Project Officer listed below in the contacts sections on January 30, 2006, April 30, 2006, and July 31, 2006 in a format prescribed in the attachment to this award. Please upload the required documentation into the HRSA Electronic Handbooks.

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

All prior terms and conditions remain in effect unless specifically removed.

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

Contacts:

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

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

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

DATE: October 26, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-048-5 HRSA

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-048-5-741	HRSA-Vehicles	$ 374,417.00
0-1293-441-00-340-048-5-350	HRSA-Other Services	$ 1,783.00
	TOTAL BUDGET	$ 376,200.00

INCREASE REQUEST $

Revenue Account # 0-1293-331-11-340-048-5-000 $ 376,200.00

REASON: Appropriate HRSA Award Budget.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-23551 **17.A.**

2010 Contract Between Volunteer Fire Department & Hidalgo County
CC REGULAR

Date: 10/26/2010
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 for Rural Fire Services:
1. Linn-San Manuel

BACKGROUND

Rural Fire Services Agreement approved by CC 05/04/10 (AI-20959) Linn-San Manuel (1) Original Copy.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-422-20-300-011-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
available balance of $21,675.00 as of 10/21/10.

Attachments

Link: 2010 Linn-San Manuel Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 08:40 AM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2010 08:07 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:34 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Yolanda Orozco Started On: 10/19/2010 01:10 PM

Final Approval Date: 10/22/2010

Contract between Linn-San Manuel Volunteer Fire Department

and Hidalgo County, Texas

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the Linn-San Manuel Volunteer Fire Department, a State of Texas non-profit corporation hereinafter called ENTITY, effective as of the 26th day of August, 2010.

Entity and County are authorized to enter into this Agreement pursuant to The Local Government Code Section 352.001 (c).

1.0 TERMS

1.1 This contract shall be for a period commencing on August 26, 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: LINN-San Manuel
Vol. Fire Dept. P.O. Box 72
LINN, Texas 78563

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

Linn-San Manuel
By:

August 26, 2010
Date

ATTEST:

Laura A. Hinojosa Ed. D
~~City Secretary~~ Board President

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:

_____

_____

_____

_____

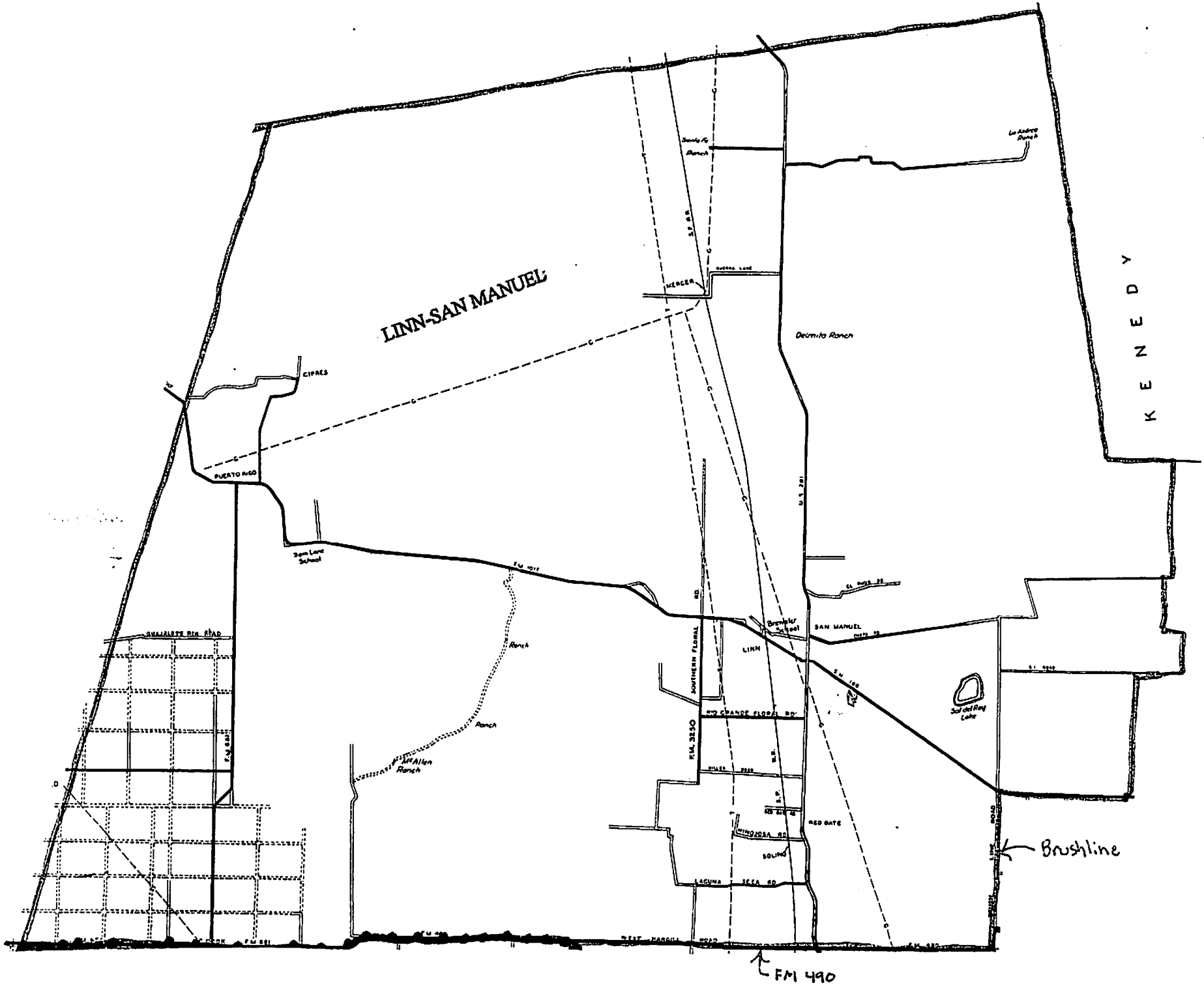
Incident Commander: _____ Report Prepared by: _____

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


LINN-SAN MANUEL
KENEDY
CIPRES
PUERTO RICO
MERCER
Demmitt Ranch
Brushline
FM 490

AI-23536 **18.A.**

Grant approval - FY2011 Indigent Defense Formula Grant

CC REGULAR

Date: 10/26/2010
Submitted By: David Sinder, INDIGENT DEFENSE
Submitted For: Isidro Sepulveda Jr.
Department: INDIGENT DEFENSE

Information

CAPTION

1. Requesting authorization and approval to submit the grant application to the Texas Task Force on Indigent Defense for the Indigent Defense Formula Grant in the amount of $323,096.00.

2. Authorization for County Judge to sign the required documents.

BACKGROUND

Fiscal Impact

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

Attachments

Link: APPLICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 08:42 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/20/2010 03:13 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:50 AM	APRV

Form Started By: David Sinder Started On: 10/18/2010 09:42 AM

Final Approval Date: 10/22/2010

The Formula Grant Application confirmation page is shown below. You may use the Print button to print a copy of this for your records. (This text and the buttons should not appear on the printout if you print using the print button.) Use the Home button to return to your homepage.

Print | Resolution | Home

2011 Hidalgo County Formula Grant Program Application Confirmation

County:	Hidalgo
Fiscal Year:	2011
Confirmation Number:	201110820101018
Projected Allocation:	$323,096.00
County's FY01 Baseline:	$2,076,345.00
State Payee Identification number:	74-6000717
Division or unit within the county to administer the grant:	Court Administration
Official County Mailing Address:	100 N. Closner Edinburg, TX 78539

	Receive Plan Mailings
The County Judge is **Rene A. Ramirez.**	
The Financial Officer is the County Auditor, **Raymundo Eufracio.**	
The Local Administrative District Judge is **Aida Salinas Flores.**	☑
The Local Administrative Statutory County Court Judge is **Fred Garza.**	☑
The Chairman of the Juvenile Board is **Mario E. Ramirez, Jr..**	☑

Indigent Defense Plan Review Summary

District Plan	County Plan	Juvenile Board Plan
Complete	Complete	Complete

The plan requirements appear to have been met.

After printing out the Resolution / Internet Submission Form and obtaining the appropriate signatures, mail or fax the form to:

Darby Johnson, PPRI
335 H.C. Dullie Bell Building
TAMU Mailstop 4476
College Station, Texas 77843-4476
Fax number: 888-351-3485

Resolution / Internet Submission Form: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

AI-23617 **19.A.**

Cell Phone Request
CC REGULAR

Date: 10/26/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Urban County:
1. Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 with awarded vendor Verizon for the following:

Qty:	Description:	Department:	User:	Service Total:	Equipment Total:
1	Cellular Phone	Urban County	Diana R. Serna	Nationwide Talk Unl Anytime @ $57.39 + EMail PDA Blackberry Solution @ $29.99 + Taxes/Fees @ $5.00 = $92.38/mo	$0

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

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County Funds.

Attachments

Link: Quote
Link: Request Form
Link: P.O.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 02:02 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/22/2010 08:59 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:54 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:30 AM	APRV

Form Started By: Griselda Salazar Started On: 10/21/2010 01:17 PM

Final Approval Date: 10/22/2010

verizonwireless
We never stop working for you.®

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-604 for Wireless Voice & Data Services and Equipment

Date: September 30, 2010

Sales Representative: Donnie Avina

Customer: Hildalgo County

Response to Request for Quotation Includes:

1 Executive Summary
2 Service Plan, Calling Features and Equipment Quotes;
3 Coverage Maps

Table of Contents:

1	Executive Summary
2	Quote
3	Equipment Overview
4	State of Texas Coverage Map
5	America's Choice Home Rate and Coverage Area
6	National Enhanced Services Rate and Coverage Area

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-604. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Agency Name: Hidalgo County

Wireless Telecom Proposal for:	# of Lines	Discounted Unit Cost	Overage	Invoice Credit	Base Monthly Charge	Yearly Cost
83233 - NATIONWIDE TALK UNLIMITED ANYTIME MINUTES $69.99 0110	1	$57.39	$0.00	$0.00	$57.39	$688.68
		$0.00	$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00
Total Lines	1			$0.00	$57.39	$688.68

Features	# of Lines		Total
Email PDA Smartphone/ BlackBerry Solution $49.99	1	$29.99	$29.99
		$0.00	$0.00
		$0.00	$0.00
	1		$29.99

Equipment	# of Lines		Total
Blackberry Bold	1	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	1	$0.00	$0.00

Accessory	# of Lines	Cost per Unit	Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	0	$0.00	$0.00

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.

** All applicable discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-604 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Pelase see information on Regulatory Surchases and Fees below for additional detials.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 1/20/2011 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories: Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette light adapters, headsets and leather cases may be avaialble at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for accessories.** Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.verizonwireless.com.

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☐ Data card ☑ Blackberry ☐ Other: _____

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

(2) Requesting employee: DIANA R. SERNA Employee ID# 149659 Signature: _____

DEPARTMENT: URBAN COUNTY PROGRAM DEPT #: 250

Quantity: 1

Service: $ 92.38 /mo (x) 15 months = $1,385.70 Account: 5010-99-2101-6531-P9900-

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

Requisition Total: 1,385.70 **Requisition Number:** _____

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

Diana R. Serna

Signature | Diana R. Serna Print Name | 10/21/2010 Date

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

Valde G

Signature | Valde Guerra Print Name | 10/21/10 Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

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

☐ **SPRINT BE1000 + DATAPLAN**

☒ **OTHER:** Verizon Wireless Nationwide Talk + Email PDA Blackberry Solution

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

PURCHASE ORDER
COUNTY OF HIDALGO

P.O. No. 8467

REQ. No.

Pur. Order Date 10/21/2010

VENDOR NUMBER 287024

VENDOR
VERIZON WIRLESS
PO BOX 660168
DALLAS, TX 75266

FROM
URBAN COUNTY PROGRAM
1916 TESORO BLVD
PHARR, TX 78577

BILL TO:
SAME AS ABOVE

VENDOR NOTES
1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. OUR NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		CDBG - GENERAL ADM. TELEPHONE EXPENSE-MOBILE PHONE (15 MONTH SERVICE PLAN)		
		Account A5010 99-2101-6531 P9900 5010-99-2101-6531		Amount 1,385.70
		TELEPHONE		
				1,385.70

ACCOUNT NUMBER | TOTAL

SPECIAL INSTRUCTIONS (OPTIONAL)

HUD Activity #:: 6669
Obligation : 44842
Grant/Year : CDBG 2010
Location : UCP
Fixed Asset #: : N/A

TO THE COUNTY JUDGE
The above purchases are necessary in discharge of my duties.

LIQUIDATION AMOUNT

OFFICE OF THE PURCHASING DEPARTMENT

Diana R Serna SIGNATURE

10/24/10 DATE

OFFICE OF THE COUNTY JUDGE

SIGNATURE DATE

AI-23555 **20.A.**

Material testing service contract - City of Weslaco Water/Sewer Imp. project

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
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 material testing services.

2. Presentation of the scoring grid for the purpose of ranking by Hidalgo County Commissioners' Court of at least three (3) material testing service firms from the County's approved "pool" as graded and evaluated by City of Weslaco, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 23 (2010) City of Weslaco Water/Sewer Improvements.

Firm	Grade	Rank
Raba-Kistner Consultants, Inc.	96.00	
L&G Engineering Laboratory, LLC	95.34	
Earth Co.	88.34	

3. Authority to negotiate a Material Testing Service contract with the No. 1 ranked firm of _____ for the provision of material testing services for a Hidalgo County-City of Weslaco Water/Sewer Improvements project.

BACKGROUND

The three material testing service firms rated from the County's "pool" are Raba-Kistner Consultants, Inc., L&G Engineering Laboratory, and Earth Co. for the Water/Sewer Improvements in Hidalgo County - City of Weslaco. 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: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 08:29 AM	APRV
2	Perla Lopez	Perla Lopez	10/21/2010 09:56 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:55 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Estella Webber Started On: 10/19/2010 03:42 PM

Final Approval Date: 10/22/2010

Hidalgo County –Urban County Program
City of Weslaco
Material Testing Services
Water/Sewer Improvements
Grading Grid

CRITERIA	Raba-Kistner Consultants, Inc.			L & G Engineering Laboratory, LLC			Earth Co.		
	Grader City	Grader UCP	Grader P. Dept.	Grader City	Grader UCP	Grader P. Dept.	Grader City	Grader UCP	Grader P. Dept.
Selection Criteria	19	20	20	19	20	20	19	19	17
Experience of Project Team	23	25	25	22	25	25	23	21	18
Experience/Availability of Project Manager	17	18	17	17	19	20	18	17	18
Understanding Projects	24	25	25	24	25	20	24	23	18
Familiarity w/Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	93	98	97	92	99	95	94	90	81
AVERAGES		96.00%			95.34%			88.34%	
RANKING									

AI-23599 **20.B.**

Mail box purchase - Pct. #2

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 2, is requesting authority to purchase mail boxes material (total of 40 mail boxes) for the residents at the Morning Sun Subdivision. Purchase will be made from Home Depot (contract # 05091) an approved vendor through Hidalgo County's membership and participation with Cooperatives vendor's list. The total amount of the purchase is $1,315.88 (quotes attached), as requested by the Hidalgo County Precinct No. 2 for the Morning Sun Subdivision utilizing UCP FY 23 (2010) Street Improvements line item.

BACKGROUND

The mail boxes material (total of 40 mail boxes) purchased will be installed for the residents at the Morning Sun Subdivision located in the Precinct No. 2 area.

Vendor:	Home Depot
Purchase Amount:	$1,315.88
Funds Available:	$250,551.00 - FY 23 (2010) – Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 23 (2010) Street Improvement funds for the purchase of 40 mail boxes for the residents at the Morning Sun Subdivision.

Attachments

Link: mail box material purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 08:47 AM	APRV
2	Perla Lopez	Perla Lopez	10/21/2010 03:01 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:08 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:30 AM	APRV

Form Started By: Estella Webber

Started On: 10/20/2010 04:36 PM

Final Approval Date: 10/22/2010

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: US Communities **Person Contacted:** Rocky Benavides

Purchase #1 **Vendor Name:** Home Depot # 0506 **Contract No. :** 05091 **Phone:** 956-994-1419

Quantity	Description of Items	Price per Unit	Total Amount
40	T1 ribbed mailbox silver (PC # 450-57)	$9.97	$398.80
40	Mailbox post – fancy treated (PC # 540-73)	$19.97	$798.80
20	80lb. quickrete concrete mix (PC # 150-12)	$3.35	$67.00
2	1-14 " PG Exterior Screws 5 lb (PC # 320-71)	$25.64	$51.28

TOTAL:	$1,315.88

Recommendation: Mailbox Installation material for Morning Sun Subdivision at Morning Set Street

Requested by: Emilio Palacios
Eralio Palacios, Hidalgo County Pct. 2 UCP Coordinator

Date 10/13/10

UCP Approval:

Date 10/14/10

QUOTE

Store 0506 MCALLEN
409 N JACKSON
PHARR, TX 78577

Phone: (956) 994-1419
Salesperson: ERB225
Reviewer:

 No. 0506-237481

QUOTE

2010-10-14 09:57

Prices Valid Thru: 10/21/2010

WE will HONOR this price after.

SOLD TO

Name: **HIDALGO COUNTY PCT. 2 YOLANDA CISNEROS**
Home Phone: **(956) 457-5627**
Address: 301 E STATE
Work Phone: (956) 787-1891
Company Name:
City: PHARR
Job Description: MR.PALACIOS CALLED IN W/THIS
State: TX
Zip: 78577
County: HIDALGO

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W04 SKU # 515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R01	139-947	40.00	EA	T1 RIBBED MAILBOX SILVER /	N	$9.97	$398.80
R02	866-628	40.00	EA	MAILBOX POST - FANCY TREATED /	N	$19.97	$798.80
R03	169-765	20.00	EA	80LB. QUIKRETE CONCRETE MIX /	N	$3.35	$67.00
R05	131-537	2.00	BX	1-1/4" PG 10 EXTERIOR SCREW 5 LB /	N	$25.64	$51.28
					MERCHANDISE TOTAL:		$1,315.88

END OF CUSTOMER PICKUP - REF #W04

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	$1,315.88
SALES TAX	$0.00
TOTAL	$1,315.88
BALANCE DUE	$1,315.88

END OF ORDER No. 0506-237481

TERMS AND CONDITIONS

*** CONTINUED ON NEXT PAGE ***

NOT VALID FOR MERCHANDISE CARRY-OUT

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area(Pro Customers, proceed to the Pro Desk).

Returns: A 15% restocking fee applies to the return of regular special orders, i.e., special orders merchandise that is not custom made. Special orders that are custom uniquely designed or fitted to accommodate the requirements of a particular space or environment (some examples are cabinetry, countertops, floor and wall coverings, and window treatments) are non-returnable. Exceptions: Cancellations made by midnight on the third business day after the date of Your purchase; merchandise incorrectly ordered by Home Depot or by Professional; or merchandise damaged beyond repair in delivery or by Professional. Unless otherwise specified in this Agreement, all returns must be made within Home Depot's posted time frame.

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	2/28/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

AI-23596 **20.C.**

Street Improvements - Pct. #4

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of Hidalgo County Precinct No. 4, is requesting approval and award of best and final negotiated contract with Quintanilla, Headley and Associates, Inc. in the amount of $22,810.00 utilizing CDBG Year 21 (2008) for Hidalgo County Precinct No. 4 – Street Improvements - Ingle Road.

BACKGROUND

Quintanilla, Headley and Associates, Inc. submitted a best and final offer for professional engineering services for the Street Improvements Project – Ingle Road within Precinct No. 4. Quintanilla, Headley and Associates, Inc. are the highest ranked firm by County Commissioner's Court. Contract approval in the amount of $22,810.00. See attached scope of services and Best and Final Offer Letter.

Contract Amount: $ 22,810.00

Funds Available: $ 240,542.10 FY 21 (2008) Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) CDBG Precinct #4 Street Improvement funds for engineering services for the Street Improvements in Ingle Road.

Contract Amount: $ 22,810.00
Funds Available: $240,542.10

Attachments

Link: street improvements (Ingle Rd.)

Form Routing/Status

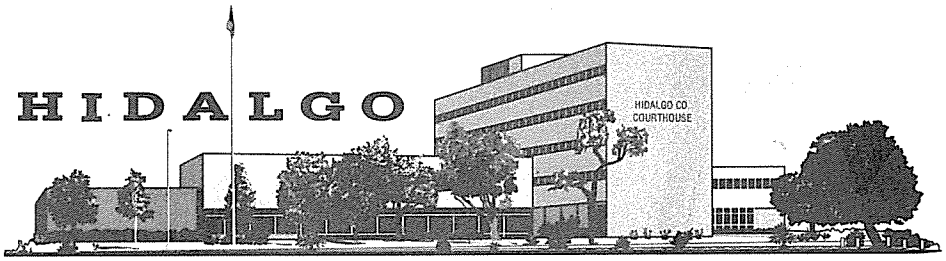
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		10/22/2010 11:30 AM	PEND
2	Perla Lopez	Perla Lopez	10/21/2010 02:10 PM	APRV

3	Auditor's Office	Linda Fong	10/22/2010 10:07 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:29 AM	APRV

Form Started By: Estella Webber Started On: 10/20/2010 04:27 PM

Final Approval Date: 10/22/2010

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

TO: *Monica Leal, Coordinator*
Urban County Program

FROM: *Gloria A. Beltran* GAB
Hidalgo County Precinct 4

DATE: *October 18, 2010*

REF: *Engineer – Ingle Road Street Improvement Project - Yr 22 (2009)*

Be advised that after review and negotiations with the engineering firm of Quintanilla, Headley & Associates, Inc., Hidalgo County Precinct 4 has accepted the firm's proposal for engineering services in the amount of $22,810.00.

Please process the attached (Best and Final Offer) contract and fees for Commissioners' Court approval as soon as possible.

Should you have any questions or require additional information feel free to contact me at (956)383-3112

OCT 19 2010

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

Registration Number
F-1513

October 14, 2010

Mr. Oscar L. Garza, Jr.
Commissioner
Hidalgo County Precinct No.4
1102 N. Doolittle Road
Edinburg, Texas 78539

Re: Ingle Road from Muse Drive to F.M. 2812 Paving Improvements

Dear Commissioner Garza:

After careful review of the scope of work for the required professional engineering services for the paving improvements of this road, Quintanilla, Headley and Associates, Inc.'s best and final offer for the professional services is in the amount of $ 22,810.00

I appreciate your consideration to this project. Should you have any questions or require additional information, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

REGISTRATION NUMBER F-1513
CONSULTING ENGINEERS · LAND SURVEYORS
124 EAST STUBBS STREET, EDINBURG, TEXAS 78539
PHONE: (956) 381-6480 FAX: (956) 381-0527

Construction Cost Estimate: Date Prepared: October 14, 2010 Sheet 1 of 1

Project: H.C. Pct. No. 4 Paving Improvements - Urban County Program

Location: Ingle Road East

Owner: Hidalgo County Pct. No. 4

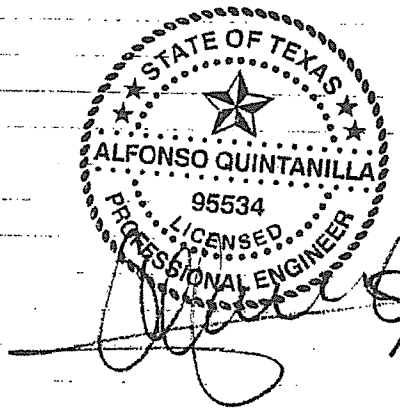
Type of Estimate: Engineer's Estimate

Estimator: Alfonso Quintanilla, P.E., R.P.L.S.

BASIS OF ESTIMATE

_____ No Design Complete
_X_ Preliminary Design
_____ Final Design

Item	Description	Unit	Quantity	Unit Cost	Total
I.	**Ingle Road East - Length - 4,000 Feet**				
	1½" Hot Mix	SY	10,800	7.00	75,600.00
	8" Caliche Base	SY	12,600	6.50	81,900.00
	Subgrade Preparation	SY	14,400	2.00	28,800.00
	18" R.C.P. Road Crossings	LF	200	28.00	5,600.00
	S.E.T.	EA	6	600.00	3,600.00
	Re-Grade Existing Road Side Ditch	LF	8,000	1.50	12,000.00
	Fill Dirt	CY	2,000	5.00	10,000.00
	24" R.G.C.P. Irrigation Line	LF	60	50.00	3,000.00
	Tie-Into Existing Irrigation Line	EA	2	1,500.00	3,000.00
	15" Polyetheline Pipe	LF	460	10.00	4,600.00
				Subtotal:	**228,100.00**
	Engineering Fee				**22,810.00**
				Total:	**250,910.00**



10-14-10

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 26th day of October 2010 by and between **Hidalgo County Precinct No. 4,** (hereinafter called the "Party") and **Quintanilla, Headley and Associates, Inc.**, duly authorized Engineer, herein acting by **Alfonso Quintanilla, P.E., R.P.L.S.** (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 engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and 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) **5008-94-0311-5000-9400**. *(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, may be 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 requested.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Hidalgo County Precinct No. 4** 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 Engineering services or data as required such as appropriate professional interpretations 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 $ 22,810.00 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's 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 term of its engagement on the Project, the insurance as follows:

17.1 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 **October 26, 2010**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Alfonso Quintanilla, P.E., R.P.L.S.

Firm Name: **Quintanilla, Headley and Associates, Inc.**

Address: **124 E. Stubbs,**
City/ST/ZIP: **Edinburg, TX 78539**

FED ID #/SS #: **74-2648167**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___,
by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

AI-23595 **20.D.**

Fire extinguisher maintenance

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Nydia Vega
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting authority to purchase services for maintenance and inspection of five (5) fire extinguishers to include service charges such as but not limited to hydro-testing, and possible replacement of unit(s), from Flame-Out Fire Extinguisher.

BACKGROUND

Quotes were requested from three (3) possible vendors under commodity code #93634. Flame-Out Fire Extinguisher was the lowest of two responding vendors, a third vendor submitted a no bid. See attachments.

Fiscal Year: 2010
Budgetary Impact: Urban County Program funds
Acct. # A5010 99-2101-6430- P9900

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 23 (2010) funds for the purchase of services for maintenance and inspection of five fire extinguishers.

Attachments

Link: price quotations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 08:46 AM	APRV
2	Perla Lopez	Perla Lopez	10/21/2010 03:14 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:06 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:30 AM	APRV

Form Started By: Estella Webber Started On: 10/20/2010 04:17 PM

Final Approval Date: 10/22/2010

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: Corky's Fire Ext. Person Contacted: Sandra Hammer Phone: 956-330-1928

Item#	Quantity	Description	Amount
1	5	Maintenance and inspection of five pound fire extinguishers (Unit Price: $4.50)	$ 22.50
1	5	Includes service charges that me be incurred during the inspection. Maintenance such as but not limited to hydro testing (Unit price per location $13.00 for recharge each and $20.00 for Hydro-testing each)	$ 65.00 $100.00
1	5	Price for Possible replacement per unit (5 pounds) fire extinguisher. $53.00	$265.00
		Total Quoted Price:	**$452.50**

VENDOR #2

Name: Flame-Out Fire Extinguisher Person Contacted: James L. Williams Phone: 956-380-2600

Item#	Quantity	Description	Amount
1	5	Maintenance and inspection of five pound fire extinguishers (Unit Price: $8.00)	$ 40.00
1	5	Includes service charges that me be incurred during the inspection. Maintenance such as but not limited to hydro testing (Unit price per location $10.00 for recharge each and $10.00 for Hydro-testing each)	$ 50.00 $50.00
1	5	Price for Possible replacement per unit (5 pounds) fire extinguisher. $48.00	$240.00
		Total Quoted Price:	**$380.00**

VENDOR #3

Name: Star Buyer & Safety Person Contacted: David Phone: 956-581-6701

Item#	Quantity	Description	Amount
1	5	Maintenance and inspection of five pound fire extinguishers (Unit Price: $4.50)	No bid
1	5	Includes service charges that me be incurred during the inspection. Maintenance such as but not limited to hydro testing (Unit price per location $13.00 for recharge each and $20.00 for Hydro-testing each)	No Bid
1	5	Price for Possible replacement per unit (5 pounds) fire extinguisher. $53.00	No Bid
		Total Quoted Price:	**$0.00 NO BID**

Recommendation: Requesting that we purchase services from Flame-Out Fire Extinguisher, as they are the lowest quoted vendor.

Requested by: Nydia Vega, HR Coordinator 10-18-20 **Approved by:** _____

Date Date

Form UCA - 5

HIDALGO COUNTY
URBAN COUNTY PROGRAM
1916 TESORO BLVD., PHARR, TEXAS 78577

QUOTE PAGE

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	MAINTENANCES AND INSPECTION OF FIVE POUND FIRE EXTINGUISHERS. (UNIT PRICE)	5	8.00	40.00
2	INCLUDE ANY SERVICE CHARGES THAT MAY BE INCURRED DURING THE INSPECTION / MAINTENANCE SUCH AS BUT NOT LIMITED TO HYDRO-TESTING. (UNIT PRICE) AT THE LOCATION.	5	Recharge 10.00 Hydrotest 10.00	50.00 50.00
3	PRICE FOR POSSIBLE REPLACEMENT PER UNIT; FIVE POUND (5 lb.)FIRE EXTINGUISHER.	1 EA	48.00	48.00

NAME OF COMPANY: Flame-Out Fire Extinguishers
ADDRESS: P. O. Box 3760
CITY/TOWN: Edinburg, TX 78540
PHONE: 956-380-2600
CONTACT PERSON: James L. Williams
AUTHORIZED SIGNATURE: James L. Williams

RECEIVED
OCT 18 2010
Division
FINANCE DEPARTMENT

OCT 13 2010

HIDALGO COUNTY
URBAN COUNTY PROGRAM
1916 TESORO BLVD., PHARR, TEXAS 78577

QUOTE PAGE

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	MAINTENANCES AND INSPECTION OF FIVE POUND FIRE EXTINGUISHERS. (UNIT PRICE)	5	450	22.50
2	INCLUDE ANY SERVICE CHARGES THAT MAY BE INCURRED DURING THE INSPECTION / MAINTENANCE SUCH AS BUT NOT LIMITED TO HYDRO-TESTING. (UNIT PRICE) AT THE LOCATION.	5	Recharge 13.00ea Hydro 20.00ea	
3	PRICE FOR POSSIBLE REPLACEMENT PER UNIT; FIVE POUND (5 lb.)FIRE EXTINGUISHER.	1 EA	5300	

NAME OF COMPANY: Corky's Fire Ext
ADDRESS: PO Box 6055
CITY/TOWN: McAllen, Tx 78502
PHONE: 330-1928
CONTACT PERSON: Sandra Hammer
AUTHORIZED SIGNATURE: Sandra Hammer

RECEIVED
OCT 12 2010
FINANCE DEPARTMENT Division

RECEIVED
OCT 12 2010
FINANCE DEPARTMENT Division

OCT 12 2010

AI-23592 **20.E.**

Bid rejection - City of La Villa

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

On behalf of the City of La Villa, Urban County Program is requesting approval to reject the sole bid submitted by LEM Construction CO., Inc. of Houston in the amount of $1,668,550.00 for the UCP FY's 22 & 23 (2009 & 2010) City of La Villa Water/Sewer Improvements project (Water Treatment Plant).

BACKGROUND

Bid was received and opened at the Hidalgo County Purchasing Department on October 6, 2010. After review the project engineer recommended that the sole bid be rejected, due to the lack of adequate bid participation and consequently high-priced bid. See attached recommendation letter from Noe Garza Engineers, Inc. and concurrence letter from the City of La Villa.

Fiscal Impact

Attachments

Link: project letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 08:11 AM	APRV
2	Perla Lopez	Perla Lopez	10/22/2010 09:21 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:05 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:29 AM	APRV

Form Started By: Estella Webber — Started On: 10/20/2010 04:10 PM

Final Approval Date: 10/22/2010

Mayor
Hector Elizondo

Mayor Pro - Tem
Victor M. Garcia

City Administrator
Javier Rodriguez



Alderman
Pl. 2 David Alaniz

Alderman
Pl. 3 Mario Lopez

Alderman
Pl. 4 Edward Garcia

Alderman
Pl. 5 Joe Reyna

October 13, 2010

To: Monica Leal
Urban County

From: Javier Rodriguez
City Administrator

Subject: Water/Sewer Plant Improvements
(WTP) 5009/10-45-0306-5000-UCP-ML2

This letter is to inform you that we concur with the recommendation of our City Engineer, Noe Garza of rejecting the bid for the water plant and re-advertise accordingly, should you have any questions please contact my office at (956) 262-2122.

Cc: Noe Garza Engineers
cc: Diana Serna/ Director
cc: Tony Barco/ Deputy Director

P.O. Box 60 • La Villa, Texas 78562 • Office (956) 262-2122 • Fax (956) 262-2516
E-Mail: cityoflavilla_09@yahoo.com

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

MEMORANDUM

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

FROM: Noe Garza, P.E.
City Engineer

DATE: October 11, 2010

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

On October 6th, 2010, we received one bid for the above referenced project. Sole bid was from LEM Construction Co., Inc. of Houston for $1,668,550.00. I hereby recommend sole bid be rejected..

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

cc: Urban County Program

AI-23583 **20.F.**

Playground equipment purchase - Pct. #4

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 4, is requesting authority to purchase playground equipment for the J.R. “Milo” Ponce Park. Purchase will be made from The PlayWell Group and installation from PlayWorks, Inc. (contract # 269-07) an approved vendor through Hidalgo County’s membership and participation with Buy Board. The total amount of playground equipment is $45,449.06 (quotes attached hereto), to include shipping and handling, installation and discounts as requested by the Hidalgo County Precinct No. 4 for the J.R. “Milo” Ponce Park utilizing UCP FY’s 18 & 19 (2005 & 2006) Parks, Recreational Facilities line item.

BACKGROUND

The playground equipment purchased will be utilized at the J.R. “Milo” Ponce Park. PlayWorks, Inc. will be responsible for the installation of playwell system, swings, volleyball systems, fiber, timbers, geofabric and grass/weed killer.

Vendor:	The PlayWell Group and Playworks, Inc.
Purchase Amount:	$45,449.06
Funds Available:	$45,656.43 FY’s 18 & 19 (2005 & 2006) Parks, Recreational Facilities

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 18 (2005) & Year 19 (2006) Parks, Recreational Facilities for the purchase of playground equipment for the J.R. "Milo" Ponce Park.

Attachments

Link: equipment purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Sylvia Solis	10/21/2010 08:06 AM	APRV
2	Perla Lopez	Perla Lopez	10/21/2010 01:30 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:04 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:29 AM	APRV

Form Started By: Estella Webber Started On: 10/20/2010 03:42 PM

Final Approval Date: 10/22/2010

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

October 18, 2010

Ms. Diana R. Serna, Director
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Year 18 (2005) & Year 19 (2006) Parks, Recreational Facilities – J.R. "Milo" Ponce Memorial Park

Dear Diana:

Hidalgo County Precinct 4 is requesting that two purchase orders be issued. One will be to ***The PlayWell Group*** *(9430 San Mateo, Ne, Unit G, Albuquerque, NM 87113) in the amount of $38,752.16 for the purchase of playground equipment. The second one will be for* ***PlayWorks, Inc.*** *(same address) in the amount of $6,696.90 for the installation of the playground equipment at the J.R. "Milo" Ponce Memorial Park located approximately 1/8 mile East from Doolittle Road on FM 2812.*

This supplier is a county approved Buy Board vendor.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Gloria Ann Beltran

Gloria Ann Beltran
Precinct #4 Executive Assistant

cc: Monica Leal

OCT 19

The PlayWell Group

Toll free: (800) 726-1816
Free Fax: (800) 560-9150

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION

SQ-22514 | 9/22/2010

Customer	Contact	Ship To
Hidalgo County Precinct 4 1051 N Doolittle Road EDINBURG TX 78539 UNITED STATES	Hidalgo County Precinct 4 Jamie Guerra JR Mito Park 1051 N Doolittle Road EDINBURG TX 78539 UNITED STATES Tel: (956)-383-3112	Hidalgo County Precinct 4 Jamie Guerra 1102 N Doolittle Road EDINBURG TX 78542 UNITED STATES Tel: (956)-383-3112

Account	Terms	Due Date	Account Rep	Schedule Date
3257	NET 30	10/22/2010	Dan Libby	11/22/2010

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-22514			Default Carrier	3	9/22/2010 11:34:04AM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0.00	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 269-07					
3							
4	PWS-350-1016	Playworld Pre-Design Challenger Fall Sale 33% Off	1	$31,351.00	EA	$10,449.00	$20,902.00
5	PWS-SWG-ARC-350	Playworld 3.5" Arch Swing	1	$1,381.00	EA	$110.48	$1,270.52
6	PWS-SWGARC350AD	Playworld 350 Arch Swing Add a Bay	1	$937.00	EA	$74.96	$862.04
7	PWS-ZZXX0224	Playworld ADA Swing Seat	1	$549.00	EA	$43.92	$505.08
8	PWS-ZZXX0265	Playworld Infant Seat W/Galvanized Chain	1	$179.00	EA	$14.32	$164.68
9	YRC-DIRECT	Shipping & Handling	1	$4,424.27	EA		$4,424.27
10	SSI-FIBER	Safesurf Engineered Wood Fiber	110	$16.00	CY	$176.00	$1,584.00
11	SSI-TIMBER	Safesurf 4' Timbers W/Spikes	69	$32.00	EA	$220.80	$1,987.20
12	SSI-RAMP	SafeSurf Handicap Ramp	2	$834.00	EA	$166.80	$1,501.20
13	SSI-GEO-2700	SafeSurf Geo Fabric 2700 sf per roll	1	$360.00	EA	$36.00	$324.00
14	SSI-GEO-675	SafeSurf Roll 675sf of Geofabric	1	$108.00	EA	$10.80	$97.20
15	SH	Shipping & Handling	1	$3,120.19	EA		$3,120.19
16	PWA-2219-21	PW Athletic VB Post, 5" Square Pair	2	$575.00	EA	$92.00	$1,058.00
17	PWA-8365	PW Athletics Volleyball Boundary Marker 2" Web	2	$144.00	EA	$23.04	$264.96

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Page	3
Sub Total	$38,065.34
Running Sub Total	$38,065.34

Customer PO No. _____

Approved By: _____ Date: _____

The PlayWell Group

Toll free: (800) 726-1816

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Free Fax: (800) 560-9150

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION	
SQ-22514	9/22/2010

Customer	Contact	Ship To
Hidalgo County Precinct 4 1051 N Doolittle Road EDINBURG TX 78539 UNITED STATES	Hidalgo County Precinct 4 Jamie Guerra Jr Milo Park 1051 N Doolittle Road EDINBURG TX 78539 UNITED STATES Tel: (956)-383-3112	Hidalgo County Precinct 4 Jamie Guerra 1102 N Doolittle Road EDINBURG TX 78542 UNITED STATES Tel: (956)-383-3112

Account	Terms	Due Date	Account Rep	Schedule Date
3257	NET 30	10/22/2010	Dan Libby	11/22/2010

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-22514			Default Carrier	4	9/22/2010 11:34:04AM

L	Item	Description	Qty	Price	UM	Discount	Amount
18	PWA-8362-10	PW Athletics VB Net, 30' X 3', Top Rope	2	$86.00	EA	$13.76	$158.24
19	PWA-EXTENSION	PW Athletics Post Extension for Sand Volleyball 5" SQUARE POST	2	$98.00	EA	$15.68	$180.32
20	SH	Shipping & Handling	1	$348.26	EA		$348.26
21							

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Customer PO No. _____

Approved By: _____ Date: _____

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$38,752.16
Total	$38,752.16
Balance	$38,752.16

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: BuyBoard **Person Contacted:** Dan Libby

VENDOR #1 **Name:** The PlayWell Group **Contract No.:** 269-07 **Phone:** 1-800-726-1816

Quantity	Description of Items	Price per Unit	Total Amount
1	Playworld Pre-Design Challenger	$20,902.00	$20,902.00
1	Playworld 3.5" Arch Swing	$1,270.52	$1,270.52
1	Playworld 350 Arch Swing Add a bay	$862.04	$862.04
1	Playworld ADA Swing Seat	$505.08	$505.08
1	Playworld infant seat w/Glavanized chain	$164.68	$164.68
1	Shipping & Handling	$4,424.27	$4,424.27
110	Safesurf engineered wood fiber	$1,584.00	$1,584.00
69	Safesurf 4' timbers w/Spikes	$1,987.20	$1,987.20
2	Safesurf handicap Ramp	$1,501.20	$1,501.20
1	Safesurf Geo Fabric 2700 sf per roll	$324.00	$324.00
1	Safesurf Roll 675 sf. Of geofabric	$97.20	$97.20
1	Shipping & Handling	$3,120.19	$3,120.19
2	PW Athletic VB Post, 5" Square pair	$1,058.00	$1,058.00
2	PW Athletics Volleyball Boundary Marker 2" web	$264.96	$264.96
2	PW Athletics VB Net, 30'X30', Top Rope	$158.24	$158.24
2	PW Athletics Post Extension for Sand Volleyball 5" Square Post	$180.32	$180.32
1	Shipping & Handling	$348.26	$348.26
		TOTAL:	**$38,752.16**

Recommendation: Please proceed as required

Requested by: O.L. Barrera Jr. MAS Date 10/19/2010 **UCP Approval:** A. B [illegible] Date 10/22/10

19

PlayWorks, Inc.

Toll free: (800) 726-1816

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Free Fax: (800) 560-9150

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

INSTALLATION QUOTE

SQ-16751	9/14/2010

Customer	Contact	Ship To
Hidalgo County Precinct 4 105 N Doolittle Road EDINBURG TX 78539 UNITED STATES	Hidalgo County Precinct 4 Jamie Guerra Jr Milo Park 105 N Doolittle Road EDINBURG TX 78539 UNITED STATES Tel: (956)-383-3112	Hidalgo County Precinct 4 Jamie Guerra Jr Milo Park 1102 N Doolittle Road EDINBURG TX 78539 UNITED STATES Tel: (956)-383-3112 Fax: (956)-383-5905

Account	Terms	Due Date	Account Rep	Schedule Date
1979	UPON COMPLETION	9/14/2010	Dan Libby	11/15/2010

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-16751			Default Carrier	3	9/14/2010 4:48:40PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0.00	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts as Listed on Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc. #269-07					
3							
4	IGAS-INSTALL	Installation of Play System, Swings, Volleyball Systems, Fiber, Timbers, Geofabric and Grass/Weed Kill.	1	$6,696.90	EA		$6,696.90
5							

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Customer PO No. _____

Approved By: _____ Date: _____

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$6,696.90
Total	$6,696.90
Balance	$6,696.90

Jul 14 2010

G.

Vendor Contract Information

Proposal Documents | Back

Vendor: The Playwell Group, Inc.
Address: 4743 Iberia Avenue, Ste C
Dallas, TX 75207
Phone: (800) 726-1816
Contact: Claudia Wolosz
Email: claudia@playwellgroup.com
Website: www.playwellgroup.com
Federal ID: 75-2658108
Accepts RFQs: Yes
Contract: Parks, Recreation & Field Lighting Products & Installation #346-10
Effective Date: 10/1/2010
Expiration Date: 9/30/2013
Payment Terms: Net 30 days
Delivery Days: 75
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
346-10
Regions Served: All Texas Regions
States Served: Arkansas, New Mexico, Texas
Return Policy: 30 days if not installed, restocking fee.

[Log Out]

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COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: BuyBoard **Person Contacted:** Dan Libby

VENDOR #1 **Name:** PlayWorks, Inc. **Contract No. :** 269-07 **Phone:** 1-800-726-1816

Quantity	Description of Items	Price per Unit	Total Amount
1	Installation of Play System, Swings, Volleyball System, Fiber, Timbers, Geofabric and Grass/Weed Kill		$ 6,696.90
		TOTAL:	$ 6,696.90

Recommendation: Please proceed as required

Requested by: O.L. Barrera, Jr. RAS Date 10/19/2010 **UCP Approval:** A. I. Baeza Date 10/20/10

OCT 19

AI-23575 **20.G.**

Fire Station equipment purchase - City of Edcouch

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of the City of Edcouch, is requesting authority to purchase Fire Station/Equipment for the Edcouch Volunteer Fire Department. Purchase will be made from Dooley Tackaberry (contract # 284-08) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of the fire station equipment is $49,995.21 (quotes attached) for the City of Edcouch – Volunteer Fire Department utilizing FY's 22 & 23 (2009 & 2010) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment purchased will be utilized by the Edcouch Volunteer Fire Department. See attached quotes.

Vendor:	Dooley Tackaberry
Purchase Amount:	$49,995.21
Funds Available:	$50,000.00 - FY's 22 & 23 (2009 & 2010) – Fire Station/Equipment

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) & Year 23 (2010) Fire Station/Equipment funds for the purchase of fire station equipment for the Edcouch Volunteer Fire Department.

Attachments

Link: fire equip. purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 03:28 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2010 10:48 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:01 AM	APRV

4	Purchasing Department	Marty Salazar	10/22/2010 11:29 AM	APRV

Form Started By: Estella Webber Started On: 10/20/2010 03:01 PM

Final Approval Date: 10/22/2010

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 10/14/10
OUR REFERENCE:
920596
YOUR REFERENCE:
BUYBOARD QUOTE
PAGE: 1 of 1
SLSM: 108

Ship to:
CITY OF EDCOUCH
211 SOUTHERN AVE.
EDCOUCH, TX 78538

Bill to: 064325
CITY OF EDCOUCH
ATTN: CITY MANAGER, P R AVILA
600 WEST SANTA ROSA AVE
EDCOUCH, TX 78538

Attention: BENITO OLIVAREZ, FIRE CHIEF

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	6	SCOTT NO. AP3140204000111 SCBA AIR PACK NXG7 4500 PSI INCLUDES: STANDARD HARNESS EZ FLOW WITH QUICK CONNECT GAUGE AND HUD HARD CASE	3,556.05	EA	$21,336.30
2	6	SCOTT NO. 200129-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE FOR NXG	927.00	EA	$5,562.00
3	2	SCOTT NO. 805773-71 FACEPIECE AV3000 KELVAR HEAD HARNESS SMALL EPDM RUBBER	193.60	EA	$387.20
4	12	SCOTT NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER	193.60	EA	$2,323.20
5	2	SCOTT NO. 805773-73 FACEPIECE AV3000 KEVLAR HEAD HARNESS LARGE EPDM RUBBER	193.60	EA	$387.20
6	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	EA	$0.00

Terms: NET 30 DAYS CASH
Shipping Terms: SHIPPING POINT
Prices Firm: 11/06/10
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment: AVAIL 4-6 WEEKS ARO

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
29,995.90	0.00	29,995.90

DOOLEY TACKABERRY

By _____
CINDY DAVIS

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: DOOLEY TACKABERRY, INC. **Person Contacted:** CINDY DAVIS

VENDOR #1 **Name:** DOOLEY TACKABERRY, INC. **Contract No. :** 920596 **Phone:** 713-427-3919

Quantity	Description of Items	Price per Unit	Total Amount
6	SCOTT NO. AP3140204000111 SCBA AIR PACK NXG7 4500 PSI INCLUDES: STANDARD HARNESS EZ FLOW WITH QUICK CONNECT GAUGE AND HUD HARD CASE	3,556.05	21,336.30
6	SCOTT NO. 200129-01 CYLINDER CARBON WITH VALVE 4500 PSIG 45 MINUTE FOR NXG	927.00	5,562.00
2	SCOTT NO. 805773-71 FACEPIECE AV3000 KELVAR HEAD HARNESS SMALL EPDM RUBBER	193.60	387.20
12	SCOTT NO. 805773-72 FACEPIECE AV3000 KEVLAR HEAD HARNESS MEDIUM EPDM RUBBER	193.60	2,323.20
2	SCOTT NO. 805773-73 FACEPIECE AV3000 KEVLAR HEAD HARNESS LARGE EPDM RUBBER	193.60	387.20
1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	0.00
		TOTAL:	$29,995.90

Recommendation: To purchase the above items from Dooley Tackaberry Inc. an authorized vendor.

Requested by: [signature] Date 10/14/10 **UCP Approval:** [signature] Date 10/20/10

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 10/14/10
OUR REFERENCE:
920527
YOUR REFERENCE:
BUYBOARD QUOTE
PAGE: 1 of 3
SLSM: 108

Ship to:
CITY OF EDCOUCH
211 SOUTHERN AVE.
EDCOUCH, TX 78538

Bill to: 064325
CITY OF EDCOUCH
ATTN: CITY MANAGER, P R AVILA
600 WEST SANTA ROSA AVE
EDCOUCH, TX 78538

Attention: BENITO OLIVAREZ, FIRE CHIEF

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	2	21400010101011010 AED PLUS PACKAGE GRAPHICAL COVER CPR-D PADZ BATTERIES INCLUDES: TYPE 123 LITHIUM BATTERIES CPR-D PADZ-ADULT ELECTRODE PADZ SHIP WITH THIS UNIT.	1,396.00	EA	$2,792.00
2	2	8000-0802-01 AED PLUS SOFT CASE	98.45	EA	$196.90
3	1	AKRON NO. 3431-5-LO-DM MONITOR, APOLLO, HIRISER, 5" STORZ, LIFTOFF, DIRECT MOUNT	2,113.38	EA	$2,113.38
4	4	KOCHEK NO. 35R2525 ADAPTER DOUBLE FEMALE 2.5" FNHTS-RL X 2.5" FNHTS-RL	23.00	EA	$92.00
5	4	KOCHEK NO. 36R2525 ADAPTER DOUBLE MALE 2.5" MNHT-RL X 2.5" MNHT-RL	13.00	EA	$52.00
6	8	STREAMLIGHT FLASHLIGHTS NO. 90513 FLASHLIGHT STREAMLIGHT 12V SURVIVOR LED YELLOW	107.80	EA	$862.40
7	2	AKRON NO. 10-97016	46.05	EA	$92.10

Terms: NET 30 DAYS CASH
Shipping Terms: SHIPPING POINT
Prices Firm: 11/06/10
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
19,999.31	0.00	19,999.31

DOOLEY TACKABERRY

By _____
CINDY DAVIS

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 10/14/10
OUR REFERENCE: 920527
YOUR REFERENCE: BUYBOARD QUOTE
PAGE: 2 of 3

CITY OF EDCOUCH

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
		AXE, PICK HEAD, 6 LB, 36" FIBERGLASS HANDLE, PHY-6			
8	2	AKRON NO. 10-97018 AXE, FLAT HEAD, 6 LB, 36" FIBERGLASS HANDLE, FHY-6	40.75	EA	$81.50
9	4	AKRON NO. AS-510 AXE "BLADE" SHEATH, HORIZONTAL, POLISHED ALUMINUM MUST SHIP THE GASKETS WITH THE SHEATH. MFG: USA	30.02	EA	$120.08
10	4	AKRON NO. AS-520 AXE "HANDLE" BRACKET, CHROME PLATED ZINC MUST SHIP THE GASKETS WITH THE BRACKET. MFG: USA	23.60	EA	$94.40
11	2	PARATECH NO. 22-000671 36" HOOLIGAN SINGLE PIECE STD CLAW W/ TACTICAL BLACK FINISH	200.00	EA	$400.00
12	5	R&B NO. 911IM-RD BAG, BUNKER GEAR, RED, OVER- SIZED, 32"L x 17"D x 16"H	31.20	EA	$156.00
13	2	SCOTT NO. 805773-02 FACEPIECE AV3000 KEVLAR HARNESS MEDIUM EPDM RUBBER	215.50	EA	$431.00
14	2	AKRON NO. FB-60F FIRE SWATTER, 60" FIBERGLASS HANDLE	45.45	EA	$90.90
15	1	FHU NO. HR-1 HYDRA-RAM, 1-PERSON, 12 LB, HYDRAULIC TOOL, 4" MAX THRUST	1,547.60	EA	$1,547.60
16	1	TEMPEST TECHNOLOGY CORP NO. TV400-051 RESCUE SAW, VENTMASTER, 16", DEPTH GAUGE, 575XT-DG-16.404	1,792.60	EA	$1,792.60
17	1	KOCHEK NO. K-47 CLAMP, FORESTRY SHUTOFF CLAMP	40.15	EA	$40.15

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 10/14/10
OUR REFERENCE:
920527
YOUR REFERENCE:
BUYBOARD QUOTE

CITY OF EDCOUCH

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
18	2	AKRON NO. HG2-500I GENERATOR, HONDA, 2000 WATT W/ 500 WATT LIGHT KIT	1,528.10	EA	$3,056.20
19	2	RRWM-10 10 PERSON STORGE RACK,20" WIDE X 208.5" LONG	1,888.25	EA	$3,776.50
20	1	AKRON NO. 7980-5STZX4FNST VALVE, PISTON INTAKE RELIEF, ALUMINUM, 5" STORZ X 4" FNST WITH STORZ CAP & CHAIN.	1,216.60	EA	$1,216.60
		OUTBOUND FREIGHT*			285.00
		***INBOUND AND OUTBOUND FREIGHT FOR ALL STAGED ITEMS.			
		OUTBOUND FREIGHT*			710.00
		***DIRECT SHIP FREIGHT FOR "RRWM-10".			
21	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	EA	$0.00

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

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

Name of Cooperative: DOOLEY TACKABERRY, INC. **Person Contacted:** CINDY DAVIS

VENDOR #1 **Name:** DOOLEY TACKABERRY, INC **Contract No. :** 920527 **Phone:** 713-427-3919

Quantity	Description of Items	Price per Unit	Total Amount
2	21400010101011010 AED PLUS PACKAGE GRAPHICAL COVER CPR-D PADZ BATTERIES INCLUDES: TYPE 123 LITHIUM BATTERIES CPR-D PADZ-ADULT ELECTRODE PADZ SHIP WITH THIS UNIT.	1,396.00	2,792.00
2	8000-0802-01 AED PLUS SOFT CASE	98.45	196.90
1	AKRON NO. 3431-5-LO-DM MONITOR, APOLLO, HIRISER, 5" STORZ, LIFTOFF, DIRECT MOUNT	2,113.38	2,113.38
4	KOCHEK NO. 35R2525 ADAPTER DOUBLE FEMALE 2.5" FNHTS-RL X 2.5" FNHTS-RL	23.00	92.00
4	KOCHEK NO. 36R2525 ADAPTER DOUBLE MALE 2.5" MNHT-RL X 2.5" MNHT-RL	13.00	52.00
8	STREAMLIGHT FLASHLIGHTS NO. 90513 FLASHLIGHT STREAMLIGHT 12V SURVIVOR LED YELLOW	107.80	862.40
2	AKRON NO. 10-97016 AXE, PICK HEAD, 6 LB, 36" FIBERGLASS HANDLE, PHY-6	46.05	92.10
2	AKRON NO. 10-97018 AXE, FLAT HEAD, 6 LB, 36" FIBERGLASS HANDLE, FHY-6	40.75	81.50
4	AKRON NO. AS-510 AXE "BLADE" SHEATH, HORIZONTAL, POLISHED ALUMINUM MUST SHIP THE GASKETS WITH THE SHEATH. MFG: USA	30.02	120.08

4	AKRON NO. AS-520 AXE "HANDLE" BRACKET, CHROME PLATED ZINC MUST SHIP THE GASKETS WITH THE BRACKET. MFG: USA	23.60	94.40
2	PARATECH NO. 22-000671 36" HOOLIGAN SINGLE PIECE STD CLAW W/ TACTICAL BLACK FINISH	200.00	400.00
5	R&B NO. 911IM-RD BAG, BUNKER GEAR, RED, OVER- SIZED, 32"L x 17"D x 16"H	31.20	156.00
2	SCOTT NO. 805773-02 FACEPIECE AV3000 KEVLAR HARNESS MEDIUM EPDM RUBBER	215.50	431.00
2	AKRON NO. FB-60F FIRE SWATTER, 60" FIBERGLASS HANDLE	45.45	90.90
1	FHU NO. HR-1 HYDRA-RAM, 1-PERSON, 12 LB, HYDRAULIC TOOL, 4" MAX THRUST	1,547.60	1,547.60
1	TEMPEST TECHNOLOGY CORP NO. TV400-051 RESCUE SAW, VENTMASTER, 16", DEPTH GAUGE, 575XT-DG-16.404	1,792.60	1,792.60
1	KOCHEK NO. K-47 CLAMP, FORESTRY SHUTOFF CLAMP	40.15	40.15
2	AKRON NO. HG2-500I GENERATOR, HONDA, 2000 WATT W/ 500 WATT LIGHT KIT	1,528.10	3,056.20
2	RRWM-10 10 PERSON STORGE RACK,20" WIDE X 208.5" LONG	1,888.25	3,776.50
1	AKRON NO. 7980-5STZX4FNST VALVE, PISTON INTAKE RELIEF, ALUMINUM, 5" STORZ X 4" FNST WITH STORZ CAP & CHAIN.	1,216.60	1,216.60
1	**OUTBOUND FREIGHT*** ***INBOUND AND OUTBOUND FREIGHT FOR ALL STAGED ITEMS.	285.00	285.00
1	**OUTBOUND FREIGHT*** ***DIRECT SHIP FREIGHT FOR "RRWM-10".	710.00	710.00

1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	0.00
		TOTAL:	$19,999.31

Recommendation: To purchase the above items from Dooley-Tackaberry Inc. an authorized vendor

Requested by: [signature] Date 10/14/10 **UCP Approval:** [signature] Date 10/20/10

Vendor Contract Information

Proposal Documents | Back

Vendor: Dooley Tackaberry, Inc.
Address: 1515 West 13th Street
Deer Park, TX 77536
Phone: (281) 479-9700
Contact: Bobby Tackaberry
Email: bobbyt@dtihome.com
Website: www.safetyfire.com
Federal ID: 1-74-0596427
Accepts RFQs: Yes
Contract: Public Safety & Fire House Supplies & Equipment #284-08
Effective Date: 4/1/2008
Expiration Date: 3/31/2011
Payment Terms: Net 30 days
Delivery Days: 60
Shipping Terms: Freight prepaid by vendor and added to invoice
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
DTI Quote 284-08
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Freight will be prepaid and added to invoice.
Return Policy: Restocking charges plus return freight per manufacturer's return policy. Custom items are not returnable.

[Log Out]

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AI-23572 **20.H.**

Engineering service contract - City of La Joya

CC REGULAR

Date:	10/26/2010
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 purposes of ranking by CC of at least three (3) engineering 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 Year 23 (2010) La Joya Water/Sewer Improvements Water and Sewer Plant.

Firm	Grade	Rank
S&B Infrastructure, LTD.	95	
L&G Engineering	94.3	
HALFF & Associates, Inc.	92.3	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program City of La Joya Water/Sewer Improvements Water and Sewer Plant.

BACKGROUND

The three engineering firms rated from the County's approved "pool" are S&B Infrastructure, LTD., L&G Engineering, and HALFF & Associates, Inc. for the Water/Sewer Improvements Water and Sewer Plant.

Funds Available:	$145,000.00

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: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 03:19 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2010 10:08 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:59 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:29 AM	APRV

Form Started By: Estella Webber Started On: 10/20/2010 02:18 PM

Final Approval Date: 10/22/2010

City of La Joya
Engineering Services
Water/Sewer Improvements
Year 23 (2010)
Grading-Ranking Grid

Criteria	S&B Infrastructure, LTD			L&G Engineering			Halff Associates, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	18	20	18	17	20	20	17	20	20
Experience of Project Team	23	25	20	22	25	25	21	25	20
Experience/ Availability of Project Manager	20	19	20	18	19	20	19	18	18
Understanding of Project	24	25	23	23	24	22	21	25	25
Familiarity with Applicable Rules & Regulations	10	10	10	8	10	10	8	10	10
TOTALS	**95**	**99**	**91**	**88**	**98**	**97**	**86**	**98**	**93**
AVERAGES	**285÷3= 95**			**283÷3= 94.3**			**277÷3= 92.3**		
RATING									

AI-23570 **20.I.**

Program Amendment - City of Hidalgo

CC REGULAR

Date:	10/26/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program is requesting approval of a program amendment for the City of Hidalgo Urban County Program Years 20 & 22 (2007 & 2009). The amendment will delete the proposed park location and create two new park locations.

BACKGROUND

The proposed amendment for the City of Hidalgo will affect the existing work plans in Years 20 & 22 (2007 & 2009). A Public Hearing was held on October 12, 2010 at 6:15 p.m. and citizen participation requirements have been met. See attached detailed amendment.

The proposed program amendment will not alter the project description to purchase recreation and park equipment nor will it affect the 2007 & 2009 original budgets.

Year 20 (2007):
The proposed amendment will delete the park location of 122 N. 1st Street and create two new park locations: (a) Memorial Park located on 610 Patsy Drive, Hidalgo Texas 78557 and (b) Municipal Park located on 301 McColl Road, Hidalgo Texas 78557.

Year 22 (2009):
The proposed amendment will delete the park location of 122 N. 1st Street and create two new park locations: (a) Memorial Park located on 610 Patsy Drive, Hidalgo Texas 78557 and (b) Municipal Park located on 301 McColl Road, Hidalgo Texas 78557.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed program amendment will be utilizing Urban County Year 20 (2007) & Year 22 (2009) funds. No budget increase to proposed amendment.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 03:19 PM	APRV
2	Perla Lopez	Perla Lopez	10/22/2010 09:27 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:58 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Estella Webber Started On: 10/20/2010 02:00 PM

Final Approval Date: 10/22/2010

City of Hidalgo
Public Hearing
October 12, 2010
6:15 p.m.

	Name	Address	City	Phone Number
1.	Alva Smith	709 Bougainvillea	Hidalgo TX	751-1598
2.	Sigimde Franz	807 Texas	"	843-2129
3.	Guillermo Ramirez	1102 E. Acacia	Hidalgo TX	655-3423
4.	Pedro Fonseca	710 Tulipan	Hidalgo, Tx	279-6053
5.	David Villarreal	724 Patsy	Hidalgo Tx	278-5828
6.	SAN MARTINEZ, JR ESPINZA		HIDALGO	445-2724
7.	Kay Wolf	704 E. Tulipan	Hidalgo	878-4685
8.	Rick Mendoza	710 E Texas	Hidalgo	239-3501
9.	Juan Reyes	422 E Dahl	Hidalgo Tx	239.3699
10.	Vernon Rossie	211 E. Esperanza	Hidalgo Tx	843-2737
11.	Ulises Gonzalez	112 S. 10th St	Hidalgo, TX	847-8101
12.	E. G. Vela	220 S. Border	Hidalgo TX	843-2287
13.	C. Santos Esq.	801 E. Fern McAllen tx.	78501	278-6565
14.	Rafael Magana	2111 W Alcalan circle	Edinburg Tx 78541	605-4062
15.	Candace Armenta	1916 Texas Blvd	Pharr, tx	787-8127
16.	Estella DeAnda	511 N. Cynthia	McAllen, TX 78501	6304878
17.	Gloria Jean Ramirez	511 N Cynthia	McA. TX	630-4878
18.				
19.	Dennis Eloff	704 E Texas Dr	Hidalgo	843-2284
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				

The Monitor October 7, 2010

PUBLIC HEARING NOTICE
CITY OF HIDALGO
URBAN COUNTY PROGRAM

PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the City of Hidalgo will conduct a Public Hearing to solicit input from interested parties on the city's proposed Program Amendment to its Urban County Program, Year 20 & 22 (2007 & 2009).

The Public Hearing will be held on Tuesday, October 12th at 6:15 pm at Hidalgo's City Hall located on 704 East Texano Drive in Hidalgo, Texas 78557.

The following is the proposed Program Amendment for your consideration:

Existing Work Plan	Parks, Recreational Facilities Year 20 (2007)	Proposed Work Plan
$ 53,693.87	Parks, Recreational Facilities	$ 53,693.87
$ 53,693.87	**TOTAL**	**$ 53,693.87**

The proposed program amendment to the Parks, Recreational Facilities line item will **delete** the proposed park location of 122 N 1st Street, Hidalgo TX 78557 and **create** two new park locations: (a) Memorial Park located on 610 Patsy Drive, Hidalgo TX 78557 and (b) Municipal Park located 301 McColl Road, Hidalgo TX 78557. The proposed program amendment will not alter the project description to purchase recreation and park equipment and will not affect the original budget amount.

Existing Work Plan	Parks, Recreational Facilities Year 22 (2009)	Proposed Work Plan
$ 76,432.25	Parks, Recreational Facilities	$ 76,432.25
$ 76,432.25	**TOTAL**	**$ 76,432.25**

The proposed program amendment to the Parks, Recreational Facilities line item will **delete** the proposed park location of 122 N 1st Street, Hidalgo, TX. 78557 and **create** two new park locations: (a) Memorial Park located on 610 Patsy Drive, Hidalgo, TX 78557 and (b) Municipal Park located 301 McColl Road, Hidalgo, TX 78557. The proposed program amendment will not alter the project description to purchase recreation and park equipment and will not affect the original budget amount.

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

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to: ***Mayor John Franz, City of Hidalgo, 704 East Texano Drive, Hidalgo, Texas 78557.***

John David Franz,Mayor
Alvin Sámano, Mayor Pro-Tem

COUNCILMEMBERS
Siglinde Franz
Daniel Dillard, II
Pedro Fonseca
Guillermo Ramirez

Joe Vera, III - City Manager, CECD, CFE

October 20, 2010

Ms. Candace J. Armenta
Program Coordinator I
Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

Dear Ms. Armenta,

I want to thank you and Mr. Tony Barco for meeting with Ms. Sonia Resendez and myself on October 1st, to discuss the Urban County projects. As we informed you, the address for the park projects, were not listed correctly and we are requesting a program amendment to delete the current park address of 122 North 1st Street and add two (2) addresses of: 610 Patsy Drive, Hidalgo Texas 78557 and 301 McColl Road, Hidalgo Texas 78557.

If you have any questions, I can be reached at the office 956-843-2286 or my cellular 956-393-8546.

Sincerely,

Joe Vera III, CECD, CFEE
City Manager

HIDALGO
All-America City
2004

AI-23568 **20.J.**

Solar lights purchase - Pct. #1

CC REGULAR

Date:	10/26/2010
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 a best and final negotiated contract with TEDSI Infrastructure Group in the amount of $18,750.00 utilizing Years 22 (2009) funds related to the purchase and installation of Solar Lights at Indian Hills East, Indian Hills West and Delta West Subdivision located within Precinct No. 1 boundaries, utilizing Hidalgo County Precinct No. 1 Street Improvement funds.

BACKGROUND

TEDSI Infrastructure Group has submitted a best and final offer, for engineering services related to the purchase and installation of Solar Lights at Indian Hills East, Indian Hills West and Delta West Subdivision, utilizing Hidalgo County Precinct No. 1 Street Improvement funds. TEDSI Infrastructure Group was the highest rated firm by Commissioner's Court. Contract approval in the amount of $18,750.00 is being requested. See attached scope of services and copy of proposed contract.

Contract Amount:	$ 18,750.00
Funds Available:	$ 125,000.00 (FY 22) 2009

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) Precinct #1 Street Improvement funds for the purchase and installation of Solar Lights at Indian Hills East, Indian Hills West and Delta West Subdivision.

Contract Amount: $ 18,750.00
Available Funds: $125,000.00

Attachments

Link: engineering scope of services

Link: LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 03:18 PM	APRV
2	Perla Lopez	Perla Lopez	10/21/2010 10:29 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 09:57 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Estella Webber Started On: 10/20/2010 01:35 PM

Final Approval Date: 10/22/2010

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

October 15, 2010

Jaime E. Garza
Special Projects Coordinator
Hidalgo County Precinct 1
1902 Joe Stephens Ave
Weslaco, Texas 78596

RE: Proposal - Professional Engineering Services Precinct 1 Colonia Street Improvements Solar Lights Project.

Dear Mr. Garza:

TEDSI Infrastructure Group (TEDSI) is pleased to submit this proposal to Hidalgo County Precinct No. 1 for services relating to the **Solar Lighting Project for Indian Hills 1, Indian Hills 2 and Delta West Subdivisions.**

TEDSI will perform these services as detailed in the attached **Exhibit "A" Scope of Services.**

COMPENSATION

TEDSI's best and final offer to complete the tasks mentioned above is a total lump sum fee of **$18,750.00**

Thank you for your consideration. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jose A. Sanchez, P.E.
Project Manager

Enclosures: Exhibit A - Scope of Services, CIQ, W-9, Certificate of Debarment

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5009-91-0311-5000-9100-UPC-GVG

Professional Services Agreement

This Agreement, entered into this **26th day of October, 2010** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **Hidalgo County Precinct No. 1,** (hereinafter called the "Party") and **TEDSI Infrastructure Group** duly authorized Engineer, herein acting by **Jesus Salinas** (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 (Solar Light Project)**Account(s) **5009- 91-0311-5000-9100-UCP-GVG.** *(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 **Hidalgo County Precinct No. 1** 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 **$18,750.00** 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 **26th day of October, 2010.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this ___ day of _____, 2010.

_____

Engineer's Signature

Firm Name: **TEDSI Infrastructure Group**

Address: **1201 East Expressway 83**

City/ST/ZIP: **Mission, Texas 78572**

FED ID #ISS #: **76-0128014**

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**

EXHIBIT "A"

SCOPE OF SERVICES

Hidalgo County Precinct No. 1 (hereinafter called the "Party")
TEDSI Infrastructure Group Inc (hereinafter called the "Engineer").

PROJECT DESCRIPTION

This project is to provide location layout plans, specifications, and construction cost estimates for the Installation of solar powered roadway lighting fixtures along Indian Hills 1, Indian Hills 2 and Delta West Subdivisions located in Hidalgo County Precinct 1. The "Engineer" will also provide construction support services for this project.

The work to be furnished by the "Engineer" shall consist of management and general engineering services for **SOLAR POWERED ROADWAY LIGHTING DESIGN FOR INDIAN HILLS 1, INDIAN HILLS 2 AND DELTA WEST SUBDIVISIONS IN HIDALGO COUNTY PRECINCT No. 1**. The work shall be developed in accordance with Hidalgo County Precinct 1 and applicable design standards and in a format acceptable to the "Party", and reviewing agencies.

The "Engineer" shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. DESIGN PHASE – DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E).

II. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT AND SUPPORT

I. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The "Engineer" will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the "Party".

All final plan sheets will be developed by the "Engineer" on reproducible, 4 mil, double-matte, white, opaque film.

The "Engineer" shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cadd System without conversion or modification and must plot consistent with reproducible plots submitted.

The "Engineer" will use aerial photographs as background in lieu of survey. The "Engineer" will use survey as background if furnished by the "Party".

The "Engineer" will determine R.O.W. based on recorded plats. The "Engineer" will include language in the bid documents to include the staking of ROW as subsidiary to the various bid items.

The "Engineer" shall use Hidalgo County Specifications. Other specifications may be developed by the "Engineer".

The "Engineer" will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the "Engineer", as a result of this Agreement, shall be delivered to the "Party". Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the "Engineer" have been demonstrated to be useable in the formats described above and herein.

Services for DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the "Engineer" will include the following:

1. The "Engineer" will prepare a project location map for subdivision and detail drawings to clarify any construction requirements of the plan drawings with the "Engineer's" seal, signature and date.

PS&E Supporting Documents

1. Specifications List and general Notes. The "Engineer" will prepare an applicable specification list, as well as any general notes that may be applicable to PS&E submission.

2. Estimates. The "Engineer" will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

II. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The "Engineer" will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the "Party". Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the "Engineer" will include the following:

Construction Bidding

1. The "Engineer" will furnish to the "Party" the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The "Engineer" will attend and conduct Pre-Bid Conference for prospective bidders.

3. The "Engineer" will assist "Party" the tabulation of bids, recommendations to the "Party" as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

1. In general, the "Engineer" will provide the management and engineering support/data required for consultation and advisement to the "Party" and act as the "Party's" representative as provided in the General Condition of the Construction Contract.

2. The "Engineer" will attend and conduct a pre-construction conference.

3. Defects and Deficiencies. The "Engineer" will use his best efforts to protect the "Party" against defects and deficiencies in the work of the Contractor. The "Engineer" will promptly notify the "Party" of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

4. Contractor Payment. The "Engineer" will verify quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

5. The "Engineer" will provide a monthly visit by the Project "Engineer" or a representative of the "Engineer" to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

Miscellaneous Technical Activities

1. Shop Drawings. The "Engineer" will review and check all shop or working drawings furnished by the Contractor.

2. Change Orders. When applicable the "Engineer" will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the "Party".

Services to be Provided by the "Party"

The following provides an outline of the services to be provided by the **"Party"** in the development of the **SOLAR POWERED ROADWAY LIGHTING DESIGN FOR INDIAN HILLS 1, INDIAN HILLS 2 AND DELTA WEST SUBDIVISIONS IN HIDALGO COUNTY PRECINCT No. 1.**

The "Party" will provide to the **"Engineer"** the following:

1. Authorization to the "Engineer" to begin work.

2. Payment for work performed by the "Engineer".

3. Assistance to the "Engineer", as necessary, to obtain required data and information from other local, regional, and state agencies that the "Engineer" cannot easily obtain.

4. Provide any available relevant data that may on file concerning the Project.

5. Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6. Attend and participate in progress meetings as required and as coordinated and conducted by the "Engineer".

7. Advertise and award, as assisted and recommended by the "Engineer", construction contracts for the PS&E developed by the "Engineer".

8. Attend pre-bid and pre-construction conferences coordinated and conducted by the "Engineer".

9. Review and approve monthly and final estimates, developed by the "Engineer", for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10. Provide assistance to "Engineer" where necessary and possible with "Party" information/resources to ensure project is completed within timely/efficient basis.

2071252

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.**

TEDSI INFRASTRUCTURE GROUP (JMA)

2 [X] **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 [X] 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 [X] 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 [X] 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

JESSE SALINAS

January 28, 2010

Date

Adopted 06/29/2007

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
TEDSI Infrastructure Group, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
10260 Westheimer, Suite 460

City, state, and ZIP code
Houston, Texas 77042

Requester's name and address (optional)
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

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
76 : 0128014

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. citizen or other U.S. person (defined below).

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 ▶ [signature] Date ▶ 10-16-2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

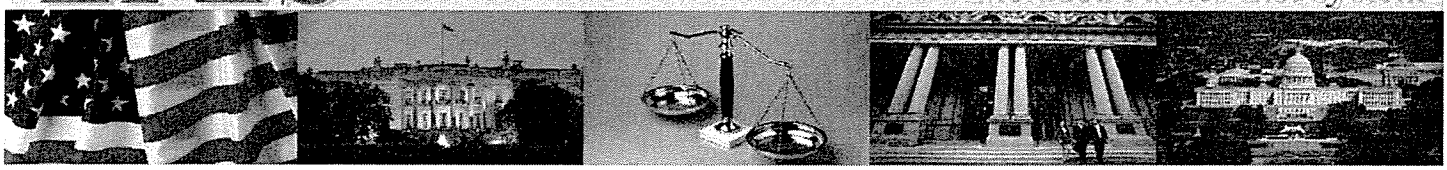
d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Jesus Salinas
Title: Sr. Principal
Telephone Number: (956) 424-7898
Date: October 18, 2010

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Verified 10/19/2010
JGarcia

EPLS Excluded Parties List System



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates
> Browse All Records

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : TEDSI Infrastructure Group, Inc.
SSN/TIN
As of 19-Oct-2010 12:40 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates
> Browse All Records

Contact Information

> For Help: Federal Service Desk

COUNTY of HIDALGO



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

MEMORANDUM

To: Diana Serna, Executive Director

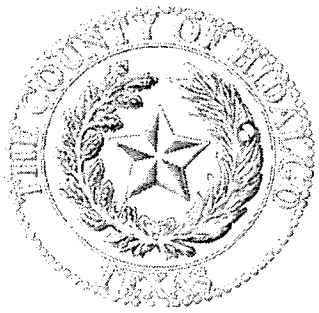
From: Commissioner A. C. Cuellar, Jr.

October 20, 2010

Subject: Accept Scope of Services and Best and Final Offer by T.E.D.S.I. Infrastructure Group

TEDSI has submitted the scope of services, fee schedule, work schedule as an offer to conduct design and construction management and support of Solar Street Lights installation in Colonias Indian Hills West, Indian Hills East and Delta West. We are ready to proceed with a contract with T.E.D.S.I., thus we are forwarding this information to your office for review and submittal for Commissioners' Court Action. Please place an agenda item for action to accept the best and final offer for the development of a contract.

Call my office if you have questions or need additional information. Thank You!



AI-23603 **21.A.**

Approval to Reimburse Travel Expenditures
CC REGULAR

Date: 10/26/2010
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

Approval to reimburse Raul Sesin, Planning Administrator, for traveling expenditures (hotel, meals, & parking fees) to attend a Senate Subcommittee on Flooding and Evacuations-Second Hearing in Austin, as requested by the County Judge, in the amount of $363.81, with authority for Hidalgo County Treasurer to issue payment after review, auditing and processing procedures have been completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-419-10-210-001-0-583
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending Intradepartmental Transfer (Refer to AI 23586).

Attachments

Link: Travel Expense Claim

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 08:51 AM	APRV
2	Olga Garza	Olga Garza	10/22/2010 01:39 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 02:48 PM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 03:34 PM	APRV

Form Started By: Irma Castillo — Started On: 10/20/2010 04:51 PM

Final Approval Date: 10/22/2010

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/19/10
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

DEPARTMENT NAME: Planning
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Raul E. Sesin, P.E., C.F.M. Planning Administrator

EVENT INFORMATION

TITLE OF EVENT: Senate Subcommittee on Flooding & Evacuation-Second Hearing

EVENT DATE(S) FROM: Oct. 18, 2010 TO: Oct. 18, 2010

DEPARTURE DATE: Oct. 17, 2010 RETURN DATE: Oct. 19, 2010

LOCATION OF EVENT: CITY: Austin STATE: Texas

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

__X__ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

_____ To participate in professional organizations related to the employee or official's job assignment.

__X__ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

__X__ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

__X__ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

__X__ To promote the economic development interests of the County.

__X__ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

Hidalgo County Judge, Rene Ramirez, called Raul E. Sesin, P.E., C.F.M., on Sunday, 10/17/10 and requested Mr. Sesin to be present at the Senate Subcommittee on Flooding & Evacuations-Second Hearing to testify on drainage improvements to avoid flooding with in Hidalgo County . The meeting was held at Austin, Texas on Monday, 10/18/10.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ -	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ 27.06	
10. LODGING	$ 258.75	
11. MEALS	$ 78.00	
12. OTHER EXPENSES		
Subtotal for Object Code 583	$ 363.81	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 363.81	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	
OTHER** (Specify)	Used County Vehicle for Travel

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

__X__ Trip expenses are necessary and will be incurred for official county business.

__X__ Reasonable efforts to minimize the use of county funds have been explored.

__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
[signature]	10/21/10	Irma Celia Castillo	(956) 318-2840

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME:	Raul E. Sesin	DEPARTMENT:	Planning Dept.
TRAVEL TO CITY:	Austin	STATE:	Texas
DEPARTURE DATE:	10/17/2010	RETURN DATE:	10/19/2010
TIME OF DEPARTURE:	3:00 PM	TIME OF RETURN:	2:30 PM
PURPOSE OF TRIP:	Hidalgo County Judge, Rene Ramirez, called Raul E. Sesin, P.E., C.F.M., on Sunday, 10/17/10 and requested Mr. Sesin to be present at the Senate Subcommittee on Flooding & Evacuations-Second Hearing to testify on drainage improvements to avoid flooding within Hidalgo County. The meeting was held at Austin, Texas on Monday, 10/18/10.		

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2010						
	MONTH / DAY 10/17	MONTH / DAY 10/18	MONTH / DAY 10/19	MONTH / DAY 10/20	MONTH / DAY 10/21	MONTH / DAY 10/22	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.50	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)	258.75						258.75
Parking / Tolls	27.06						27.06
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	2	2	2				
Breakfast ($9 per diem)		9.00	9.00				
Lunch ($12 per diem)		12.00	12.00				
Dinner ($18 per diem)	18.00	18.00					
Total Actual Meal Expense	18.00	39.00	21.00				
Total Allowable Meal Expense per County Policy (County Employee)	18.00	39.00	21.00				78.00
Other (Please explain below):							-
Explanation Notes:	NOTE: HOTEL WILL REIMBURSE HIDALGO COUNTY $15.30 FOR TAXES PAID. Used County Vehicle for transportation.						

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 363.81
AMOUNTS ADVANCED TO EMPLOYEE ON :	$ -
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 363.81
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

EMPLOYEE SIGNATURE — DATE: 10/21/10

APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — DATE: 10/21/10

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

0-1100-419-10-210-001-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/10)

Note: This report is due no later than 20 calendar days of return from travel.

OMNI HOTELS & RESORTS
downtown | austin
700 San Jacinto @ 8th Street
Austin, TX 78701
Phone: (512) 476-3700
Fax: (512) 397-4888

700 SAN JACINTO
AUSTIN TX 78701
Tele- 512-476-3700 Fax- 512-397-4888

SESIN, RAUL

Room Number: 928
Daily Rate: $121.00
Room Type: KN
No. of Guests: 2 / 0

ARRIVAL	DEPARTURE	CREDIT CARD	RATE CODE	MKT GROUP	ACCOUNT
10/17/10	10/18/10	XXXXXXXXXXXX0885	GOVT	GOVT	13600897664

DATE	ROOM NO	DESCRIPTION	REFERENCE	AMOUNT
10/17/10	928	VALET PARKING	VALET PARKING SUN. 26-158	$25.00
10/17/10	928	SALES TAX ON PARKING	SALES TAX ON PARKING	$2.06
10/17/10	928	ROOM CHARGE	#928 SESIN, RAUL	$121.00
10/17/10	928	CITY OCCUPANCY TAX 9%	CITY OCCUPANCY TAX 9%	$10.89
10/17/10	928	STATE OCCUPANCY TAX 6%	STATE OCCUPANCY TAX 6%	$7.26
10/18/10	928	VISA	VISA	($166.21)

CREDIT DUE: ($0.00)

1-800-THE-OMNI

TERMS: DUE AND PAYABLE UPON PRESENTATION. I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

OMNI HOTELS & RESORTS
downtown | austin
700 San Jacinto @ 8th Street
Austin, TX 78701
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Fax: (512) 397-4888

700 SAN JACINTO
AUSTIN TX 78701
Tele- 512-476-3700 **Fax-** 512-397-4888

SESIN, RAUL
Government
2110 Diane Dr
Mission TX 78572

Room Number: 1514
Daily Rate: $104.00
Room Type: KN
No. of Guests: 1 / 0

ARRIVAL	DEPARTURE	CREDIT CARD	RATE CODE	MKT GROUP	ACCOUNT
10/18/10	10/19/10	XXXXXXXXXXXX0885	STAT	GOVT	13600898077

DATE	ROOM NO	DESCRIPTION	REFERENCE	AMOUNT
10/18/10	1514	ROOM CHARGE	#1514 SESIN, RAUL	$104.00
10/18/10	1514	CITY OCCUPANCY TAX 9%	CITY OCCUPANCY TAX 9%	$9.36
10/18/10	1514	STATE OCCUPANCY TAX 6%	STATE OCCUPANCY TAX 6%	$6.24
10/19/10	1514	VISA	VISA	($119.60)

TOTAL DUE: $0.00

1-800-THE-OMNI

TERMS: DUE AND PAYABLE UPON PRESENTATION. I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF THESE CHARGES.

From: "Rene Ramirez" <rene.ramirez@hidalgocountyjudge.com>
Sent: Monday, August 02, 2010 8:31 AM
Attach: ATT00008.ics
Subject: Subcommittee on Flooding & Evacuations - Second Hearing

*Consider flooding issue in RGV

NOTICE OF PUBLIC HEARING

S/C on Flooding & Evacuations

2:00 PM, Monday, October 18, 2010

E1.016 (Hearing Room)Austin, Texas

Senator Mario Gallegos, Jr.

The Senate Subcommittee on Flooding & Evacuations will meet on Monday, October 18, 2010 at 2pm in E1.016.

The Committee will consider the following charges:

Charge One: Study the benefit of legislation that would require coastal regions, when making routine improvements to drainage systems and other infrastructure, to take into account probability of future flooding and

any upgrades necessary to prevent future flooding.

Charge 3: Study and make recommendations relating to cost effective options to either retrofit or require new building structures to be built as shelters for use during future evacuations.

Invited and public testimony will be taken. Public testimony will be limited to three minutes.

Irma Castillo

Subject:	Subcommittee on Flooding & Evacuations - Second Hearing
Location:	Austin
Start:	Mon 10/18/2010 2:00 PM
End:	Mon 10/18/2010 6:30 PM
Recurrence:	(none)
Meeting Status:	Not yet responded

*Consider flooding issue in RGV

NOTICE OF PUBLIC HEARING

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Charge 3: Study and make recommendations relating to cost effective options to either retrofit or require new building structures to be built as shelters for use during future evacuations.

Invited and public testimony will be taken. Public testimony will be limited to three minutes.

Thanks,

Sean David Abbott
Office of Senator Mario Gallegos, Jr.
PO Box 12068
Austin, TX 78711
ph: 512.463.0106

From: Sean Abbott_SC
Sent: Monday, September 27, 2010 3:16 PM
To: g.g@hcdd1.org
Subject: Senate Subcommittee on Flooding & Evacuations/October 18 Hearing @ The Capitol

Hello Godfrey,

I hope this email finds you well.

Wanted to take a moment to follow up with you regarding our hearing on Monday, October 18th. The hearing will begin at 2pm in Room E1.016, which is in the Capitol Extension. After speaking briefly with your secretary, it sounds like you'll be able to make the hearing? Please let me know if you'll be unable to attend.

If you could include the following topics in your testimony, it would be greatly appreciated:

- talk about what the Hidalgo County drainage district does, as a large special purpose district
- speak to the need for a larger group to manage the flooding/drainage needs of the LRGV
- benefits of having a large organized group -- whether a special purpose district or a cooperative effort
- the advantages to having a large special purpose district vs. a cooperative effort

Please don't feel limited to these specific topics. However, if you could cover them in your testimony, it would be greatly appreciated. Please let me know if you would like to use visual aids/maps/PPT's during your testimony. Also, if you could provide me with a summary of your anticipated testimony by Wednesday, October 13th, it would be greatly appreciated. Additionally, due to time constraints we will be attempting to have witnesses limit their testimony to 5 minutes.

Thanks again for your willingness to assist. Please let me know if you have any questions/concerns.

Regards,

Sean David Abbott
Office of Senator Mario Gallegos, Jr.
PO Box 12068
Austin, TX 78711
ph: 512.463.0106

AI-23594 **21.B.**

Appointment of Member for Hidalgo County Subdivision Advisory Board
CC REGULAR

Date:	10/26/2010
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Appointment of Member for the Hidalgo County Subdivision Advisory Board Omar Ramon - Pct. #3.

2. Discussion and Possible Action to waive subdivision review fee for the Proposed Vallejo Subdivision.

BACKGROUND

Fiscal Impact

Attachments

Link: Proposed Vallejo Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 08:45 AM	APRV
2	Olga Garza	Olga Garza	10/21/2010 10:01 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:10 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:30 AM	APRV

Form Started By: Nora Cavazos — Started On: 10/20/2010 04:14 PM

Final Approval Date: 10/22/2010

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

MEMORANDUM

To: Hidalgo County Commissioners' Court

From: Raul E. Sesin, P.E., C.F.M, Planning Administrator 10-20-10

Date: October 20, 2010

Via: Facsimile

Re: Proposed Vallejo Subdivision Pct. 3
9.16 Acre Tract Out of Lots 131, 132, 139 and 140, Blk 12, Homeville Subdivision "A"

C: Valde Guerra, Commissioners' Court Executive Officer

On behalf of the Urban County Program and the residents of the above mentioned proposed subdivision plat, we would like the Court to consider the waiving of the $325 subdivision review fee from our Department. Urban County is funding this project in order to provide water to the residents of this subdivision. Therefore, any would be fee collected, in essence, would come from County designated funds. In addition, the plat engineer is doing this work pro-bono in order to assist in the completion of this project.

This "subdivision review fee" is charged for the review of proposed subdivision developments that are typically private ventures. In this instance, it is a public "County" project that we are dealing with, which we feel justifies a waiver.

Please contact me at (956) 318-2840 with any questions or comments. Thank You.

*** * * END OF MEMORANDUM * * ***

AI-23573 **22.A.**

2010 BA- HAVA Program Income/ HAVA Program Income ADA
CC REGULAR

Date:	10/26/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

1. Approval of 2009 certification of revenues, as certified by the County Auditor for 2009 HAVA Program Income.

2. Approval of 2009 appropriation of funds for HAVA Program Income (1283) in the amount of $33,549.16.

3. Approval of 2009 certification of revenues, as certified by the County Auditor for 2009 HAVA Program Income of ADA's.

4. Approval of 2009 appropriation of funds for HAVA Program Income of ADA's (1283) in the amount of $16,064.16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1283-XXX-00-130-019-8-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Appropriation into object code 336 (computer services) in the total amount of $49,613.32. Funding available for appropriation as of 10/22/2010.

Appropriation of funds in the amount of $33,549.16
Appropriation of funds in the amount of $16,064.16

Attachments

Link: 2009 HAVA BA

Link: 2009 HAVA ADA BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	10/22/2010 01:20 PM	APRV
2	Yvonne Ramon	Yvonne Ramon	10/22/2010 02:06 PM	APRV
3	Budget & Management	Sylvia Solis	10/22/2010 02:13 PM	APRV

4	Roland Garcia	Rolando Garcia	10/22/2010 02:53 PM	APRV
5	Auditor's Office	Angela Garcia	10/22/2010 05:15 PM	APRV

Form Started By: Veronica Lopez Started On: 10/20/2010 02:20 PM

Final Approval Date: 10/22/2010

DATE: October 18, 2010

2010

Budget Amendments

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 0-1283-414-00-130-016-8-336

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
0-1283-414-00-130-016-8- 336	**HAVA Program Income- Computer Services**	**$33,549.16**
0-1283-362-10-130-016-8- 000	**HAVA Program Income- Rental Revenues**	**$33,549.16**
TOTAL BUDGET INCREASE (DECREASE)		**$33,549.16**

Reason: Appropriate funding from HAVA Program Income funds of $33,549.16 from proceeds received for rental of voting equipment leased for school and city elections during 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

/ /

DATE

ATTEST COUNTY CLERK

DATE: October 18, 2010

2010
Budget Amendments

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 0-1283-414-00-130-019-8-336

SUBJECT: **BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
0-1283-414-00-130-019-8- 336	**HAVA Program Income of ADA's- Computer Services**	**$16,064.16**
0-1283-362-10-130-019-8- 000	**HAVA Program Income- Rental Revenues of ADA's**	**$16,064.16**
	TOTAL BUDGET INCREASE (DECREASE)	**$16,064.16**

Reason: Appropriate funding from HAVA Program Income funds of $16,064.16 from proceeds received for rental of voting equipment leased for school and city elections during 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE

ATTEST COUNTY CLERK

AI-23534 **23.A.**

Administrative Plan

CC REGULAR

Date:	10/26/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of the Administrative Plan

BACKGROUND

Policy Council Approval: 10.20.10

Fiscal Impact

Attachments

Link: Administrative Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 03:17 PM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2010 09:06 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:13 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:27 AM	APRV

Form Started By: Linda Galaviz — Started On: 10/18/2010 08:19 AM

Final Approval Date: 10/22/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: October 20, 2010

SUBJECT: Discussion/Approval of the Administrative Plan

RATIONALE/NEED: The Administrative Plan must be approved to comply with Federal Performance Standards.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Administrative Plan

****

INITIATED BY: Edmundo Garcia, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Administrative Plan 2010 - 2011

Policy Council Approval:
Commissioners' Court Approval:

Hidalgo County Head Start
Administrative Program Plan

The Hidalgo County Head Start Administrative Plan incorporates all procedures processes, philosophy, regulations, policies and recommendations included in **45 CFR Chapter XIII Office of Human Development Services, Department of Health and Human Services, Subchapter B The Administration of Children, Youth and Families, Head Start Program, Parts 1301 through 1311, Part 92 Uniform Administrative Requirements, Title 2 CFR Part 225 Cost Principles For Non-Profits Organization** (formerly referred to as OMB A-87) **and OMB Circular A-102 Grants Cooperative Agreements With State and Local Governments and Circular A-133 Audits of State, Local Governments, and Non-Profits Organizations.**

The Hidalgo County Head Start Program has developed and implemented a systematic, ongoing process of program planning that includes consultation with the program's governing body, policy groups, program staff and community organizations that serve Head Start and other low-income families with young children, as mandated by the **Head Start Act Title I Service Amendments of 1994, 646(2)(4) and (b) and Part 1303 and Subpart D Program Design and Management 1304.51 Management Systems and Procedures.**

Hidalgo County Head Start Program is center based, where children attend a classroom type setting. This is offered to all three and four year old children who meet the Head Start requirements on a first come first served basis. The home based services, where the home visitor provides comprehensive Head Start services at the home, is also an option that can be utilized under extenuating circumstances and authorization from the regional office of the Health and Human Services Department.

The Hidalgo County Head Start Program's desired outcomes include increased opportunities for children to succeed and promote the total development of the child, the family and community involvement through advocacy, training and technical assistance. The Hidalgo County Head Start Program facilitates the employment of staff from the service area. Currently 48.3% of the Hidalgo County Head Start Program staff is composed of Head Start current or former Head Start parents. Furthermore, Head Start joins hands with the community in making it possible for these children and their families to engage in developmentally appropriate practices for early childhood, which in turn, will bring about a greater degree of social competence.

Hidalgo County Head Start
Administrative Program Plan

The Hidalgo County Head Start Program demands not only innovative and broad perspectives, but also skills in problem solving in varied and changing situations as well. The Head Start Programs design includes a systematic method for identifying needs for services as well as the periodic evaluation of existing services. Administration and staff are committed to bringing their abilities to respond to the ever changing needs of the diverse Rio Grande Valley communities of South Texas. With active outreach to this population of children and their parents, Head Start is committed to providing the training and education that fosters understanding of and involvement in the development of their children. In all cases, it is the commitment of Head Start to enable these parents to become involved in the development, conduct, and direction of local programs.

Hidalgo County Head Start
Administrative Program Plan

45CFR1304.50 Program Design and Governance

The Hidalgo County Head Start Policy Council is structured to facilitate shared governance through which parents can participate in policy making and in other decisions about the program. The governance structure is outlined in the official Program By-Laws with adequate procedures for electing parents and nominating community representatives.

The Policy Council is established at the grantee level, with Parent Committees, comprised exclusively of Head Start parents, established at the center level. The process and procedures to elect the parents at the center level as well as community and parent representatives to the Policy Council is addressed in the procedures outlined in the **Family and Community Partnerships Procedures Manual** as well as in **the Policy Council By-Laws.** It is the intention of the selection process not to allow for the Grantee Board and Policy Council to have identical memberships and functions.

In accordance to the By-Laws the Policy Council shall be comprised of two types of representatives, parents of currently enrolled children and community representatives, with 51 percent of the members being comprised of parents of currently enrolled children (1306.3(h)). Community representatives are 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. All members are limited, as specified in Head Start regulations and Policy Council By-Laws, to a one (1) year term and may serve the maximum of three (3) years.

The Policy Council works in partnership with key management staff and the governing body to develop, review and approve or disapprove policies and procedures for shared decision making, program planning in accordance with **45 CFR 1305.3**, program philosophy, criteria for defining recruitment, selection and enrollment priorities in accordance with **45 CFR Part 1305.**

45 CFR Part 1304.51[(a)-(i).Management Systems and Procedures

Program Planning (Long and Short)

The Hidalgo County Head Start Program has a systematic, ongoing process of program planning that includes consultation with the Program's governing body, policy groups and program staff, and with other community organizations that serve Head Start children or other low-income families with young children.

Hidalgo County Head Start
Administrative Program Plan

The service area for the Hidalgo County Head Start Program is the County of Hidalgo and all of the municipalities and rural areas within the County.

The Hidalgo County Head Start Program conducts a comprehensive **Community Assessment (CA)** once every three years with yearly updates, to determine the Program options best suited to the needs of the children and the families served and the capabilities and resources for the program staff. The **CA** is conducted in collaboration with University of Texas Pan American.

The Policy Council reviews the **CA** to assure that as many Head Start eligible children are served within the recruitment areas. The areas served have been determined to be those which have the greatest need for the Head Start services.

A long range multi – year Strategic Plan and short term Program Plans are formulated for all content areas utilizing the **CA** information in order to determine the scope of services most needed and to implement the appropriate program options.

Personnel from each content area develop a Program Plan for each area during the months of March through May. The Plans are first presented to Advisory Committees which are comprised of parents, staff, and professionals from the community. The Policy Council reviews the plans and any modifications recommended are incorporated into the plans. The final Program Plans are presented to the Advisory Committees for review and recommendations. Finalized Program Plans are then approved by the Policy Council and the Grantee Board. A full narrative of the Program Plans is submitted to the Department of Health and Human Services along with the refunding Application.

An annual review for Program options and Program Plans is conducted by all Department Directors. Revisions in the program options and plans that will cause a change in the intent of the funded program will be submitted to the Advisory Committees and Policy Council for their consideration. If approved, the action will go to the Grantee Board for its consideration and then forwarded to the Department of Health and Human Services for its review and approval.

Program options are presented annually to the Policy Council and the Grantee Board for their review and approval during the months of May and June. Program options are based on an updated **CA**. Based on the **CA** information, the Policy Council will review and determine if there is a need to change the criteria for recruitment and selection of children.

Hidalgo County Head Start
Administrative Program Plan

The program options that were selected based on the **CA** are as follows:

*Actual Days of operation:	Monday- Friday 172 days
*Full Day Services:	7:30am to 5:30pm

The **Community Assessment** also includes the information regarding the service area; other child development and child care programs; services and resources provided to children with disabilities; information regarding education, health, nutrition, social services available to Head Start children and families; demographic information regarding the service area; statistics by families and population; and community resources that address the needs of Head Start Children and their families.

Communication System: General, Community, Staff and Governing Body and Policy Council

The hierarchal structure relative to supervisory and operational responsibilities of all program personnel is delineated in the Program's organizational chart. This instrument facilitates the flow of information up and down the organization. It also clarifies roles and responsibilities through the job description for each funded position in the program.

The Hidalgo County Head Start program maintains an ongoing communication system that ensures that timely and accurate information is provided to parents, policy groups, staff and the community in general.

At the Policy Council level, the formal instrument for communication is the agenda. An agenda is developed with input from staff and the chairperson of the Policy Council. The agenda is certified by the county clerk and posted for public viewing at the Administrative Offices of the County and at Head Start Centers. The agenda then is forwarded to the Grantee Board at posting time. All agenda items are presented to the Policy Council during the regular meeting scheduled on the 3rd Wednesday of each month. Agenda items are then submitted to the Grantee Board for approval at a regularly scheduled meeting.

Program Plans outline short term goals and objectives for all content areas and facilitates the distribution of tasks and activities to achieve the goals and objectives. Monthly Policy Council meetings are attended by representatives from the Grantee Board.

Agendas and minutes of Policy Council meetings are sent for posting to each Center and as well as posted at the Central Office for public viewing. Copies of minutes are also sent to the Grantee Board after every Policy Council meeting.

Monthly center committee meetings, parent workshops, parent conferences, parent progress reports, are used to communicate important issues to the Head Start Parents.

Monthly meeting with administrative/management staff are held following the Policy Council Meeting. The actions taken by the Policy Council and other areas requiring attention to carry out the operative functions of the program at the central office and at the centers are included.

Center Managers are then required to meet with center staff to share the information from the Policy Council Meeting as well as the management meeting. Center meetings are held monthly or more frequently based on need.

Quarterly newsletter memoranda and announcements placed with local churches and social agencies, classified advertisement in local area newspapers, public service announcements and advisory committee meetings are all instruments used to communicate with the community at large, staff and parents of Head Start Children.

Admission Review and Dismissal (ARD) meetings with a multi-disciplinary team and parents are held to discuss and develop the Individual Education Plan (IEP) in order to meet the needs of special children.

Any and all official communication from the Head Start Director to the Grantee Board or the Policy Council is in writing. If the communication is legal in nature or needs to be brought to the attention of the Policy Council a copy is forwarded to the Policy Council Chairperson, to be included as an agenda item for the Policy Council's regularly scheduled meeting.

Correspondence is appropriately disseminated to the staff. All memoranda to Center Managers or other center staff requires review and approval of Executive Director or the two Assistant Directors as appropriate. The Executive Team, Center Managers and Support Services Facilitators meet on a monthly basis. Meetings are also held on an as needed basis.

All policy statements or directives received from Health and Human Services or other federal agencies that are relevant to the conduct of Head Start business, are forwarded to the Head Start Executive Director for distribution to staff, Policy Council Members and to the Grantee Board.

Provision for communications among Head Start parents and program staff, staff and community partners which outline plans for operational procedures and emergencies, are reflected in the content area procedures manuals for **Family and Community Partnerships (1304.22(a)(4), .41(a)(1), .51(b).**

The Hidalgo County Head Start Program has made great strides in implementing an integrated communication system via its computer network. The Program uses e-mail and an online messaging system to communicate among all departments and with the majority of the centers. The Program has also installed a surveillance system. This system allows center staff and central office staff to observe classrooms in session for purposes of security and for monitoring staff activities. Recorded data serves to assist in training or other needed action.

Record Keeping and Reporting System

The Program's Record-Keeping and Reporting system establishes and maintains efficient and effective records that provide accurate and timely information regarding children, families, and staff and has measures in place to ensure appropriate confidentiality of this information. The Hidalgo County Head Start Program provides reasonable public access to information and to the Program's records pertaining to the Head Start Program.

Currently the Hidalgo County Head Start Program has invested time and resources in installing computer systems that facilitate communications and record-keeping for all locations.

The PROMIS (Program Resources and Outcomes Management Information System) is a computerized system whereby staff maintains a complete family history and produces reports for monitoring program activities in order to meet federal deadlines in health, mental health, family services, special services and nutrition. This is a web-based system networked to the majority of our centers and to all of the departments within administration central office. This year all centers not having access to the network platform will be connected thus ensuring that the flow of data to and from a central location can be fully utilized.

Individual children's folders are utilized to organize and document in all areas of service. The file is divided into sections/areas of service. The file is divided into sections whereby data and progress are documented to meet program requirements and to meet individual needs of each child. It also tracks a child's progress in each area.

The MIP (Micro Information Processing) system generates periodic reports of financial status and program operations in order to control program quality, maintain program accountability, and advise governing bodies, policy groups, and staff of program progress. In addition it generates official reports for Federal, State, and local authorities, as required by applicable law. This system contains a procurement module that produces electronic requisitions which maximizes internal controls and safeguards expenditures. The Financial Accounting Manual contains detailed information on the utilization of this system.

A standardized instrument is used to document and tract children's performance in different areas. The LAP-D (Learning Accomplishment Profile Diagnostic) is a computerized system utilized in the classroom to assess and document the child's progress in mastering the domains of literacy, mathematics and language. It is a key tool in individualizing each child's progress. The information is gathered in the classroom by utilizing hand-held devices which are then connected to a web-based system that in turn generates reports on each child's assessment. Additional detailed information regarding this system is found in the Education Services Program Plan.

ABRA is computerized system for managing and monitoring all personnel records. This system contains required data for each employee. It also serves to track and record existing vacancies.

Each content area has developed a procedures' manual to meet the documentation requirements of Head Start Standards. Please refer to the procedures manuals of Early Childhood Development and Health, Family and Community Partnership and the Program Management Plans as well as the Accounting, Procurement and Personnel Procedures Manual.

Budget Development

The budget development process begins in April. Several sources of information are used to create a comprehensive process that responds to the needs of children and their families. These resources include the following:

- ♦The Community Assessment
- ♦Self Assessment
- ♦Reviews by Executive Team Members of their areas of responsibility
- ♦The Training and Technical Assistance Plan
- ♦Staff Development information needs collected from staff, appraisals, and children's outcomes
- ♦Facilities inspections and reviews conducted by maintenance personnel and others
- ♦The quest for increasing automation of information management and business systems
- ♦Policy Council and Grantee Board concerns or direction to improve the quality of services
- ♦Reviews of expenditure reports for the previous year
- ♦Feedback documented from the center staff through the center managers and support services facilitators

The Executive Team reviews the budget. Then each member meets with the Executive Director, Assistant Program Directors and Finance Director for accuracy and applicability. A consolidated budget is then developed by the Executive Director, Assistant Program Directors and Finance Director for submission to the Budget Committee for their input and direction.

After input from the Budget Committee of the Policy Council, the Budget is then submitted to the Policy Council for the first review. If no revisions are necessary, the budget is presented to the Grantee Board in September for their review and approval. If the Budget is revised by the Grantee Board then it is re-submitted to the Budget Committee for revision. Upon approval of the Grantee Board the budget is then presented to the Policy Council and the Grantee Board in September for their final review and approval, after which the Budget is officially submitted to the Department of Health and Human Services.

Budget Review and Revision

Budget reviews are conducted throughout the year with each Content Area Director and the Executive Director. After this review, budget modifications, if needed are recommended to the Policy Council and the Grantee Board. After consideration by the Budget Committee a recommendation is made to the Policy Council and the Grantee Board. If approved, the budget revisions are sent to the Department of Health and Human Services for action.

Annual Self-Assessment

The Hidalgo County Head Start Program conducts a self assessment utilizing the Office of Head Start Monitoring Protocol, which is disseminated to the Self-Assessment Teams. The Self-Assessment Teams are composed of Policy Council members, Head Start staff, Grantee Board members and private consultants as needed.

The Self Assessment Teams are provided with training and guidance. Additional meetings are scheduled as necessary. Each member of the Assessment Team receives a packet of instructions, assessment tools, and report forms to be used when conducting the assessment. Each item in the packet is reviewed during the training. The following items are discussed at the training meeting.

- ♦The purpose of the Self-Assessment.
- ♦The responsibility of the Self-Assessment Team and of the individual team members.
- ♦The proper attitudes for team members toward staff and parents.
- ♦Assessment techniques: Interviewing, observing, examining records, what questions to ask, what methods to use, how to document assessment findings, when and where to return findings.
- ♦The development of Corrective Action Plans to address findings.

Corrective action plans are developed, to include all areas of concerns, findings and weaknesses for each center. The format for the Corrective Plan includes: areas of concern for completion of tasks, performance standards, the action to be taken, person responsible, timeline and validation and follow-ups to insure areas of need are addressed.

The Executive Team Members take a leadership role in assisting each Center assigned to them in implementing the Corrective Action Plan when one is requested. Each corrective action plan is then validated and confirmed by Executive Team Members reviewing Plans for centers not assigned to them.

Because of the confidentiality of children's and families records required by Head Start Performance Standards, parents and volunteers are prohibited from reviewing records other than those of their own children. Children's health and educational records and social services records of families are open only to Head Start staff and Special Consultants on a "need to know" basis. Similarly, sensitive personnel information and other personal data must be respected as confidential and available

strictly on a "need to know" basis.

Monitoring Process

The Hidalgo County Head Start Program has established procedures for ongoing monitoring of Head Start operations to ensure the effective implementation of Federal regulations.

Since 2005 the Executive Team, composed of central office department heads, directors, coordinators and specialists, monitors program operations at the forty-three (43) centers and the two (2) kitchens. For the 2010-2011 school year the process has been completed in two (2) ways: (1) Each center is visited bi-weekly by at least one (1) member of the Executive Team and provides written feedback on the designated form. Center Managers are required to continue weekly observations of classroom activities and provide written feedback to teachers on the designated forms. (2) The Executive Team members conduct desk audits of the centers using the data gathered through the Program Resources and Outcomes Management Information System, PROMIS, and the reports and records submitted to carry out the goals and objectives of each department in delivering services and by observation of activities at the centers assigned using the on line surveillance systems. Contact is made via telephone when desk audits are conducted.

Three (3) Education Area Directors provide leadership and insure that the eight (8) domains are implemented and that there is accountability by the classroom staff to deliver appropriate instruction to reflect successful children's performance in all areas assessed. Classroom instruction is monitored by the Center Manager assigned to supervise those teachers and by the Education Area Director for the area. Monitoring activities include the review of lesson plans, classroom observations completed personally and by reviewing reports submitted including LAP-D reviewing children's progress, attendance reports, etc.

One (1) Area Director is assigned to focus on curriculum and instruction and the individualization of instruction. This director also works with the School Readiness projects implemented. The focus is on constant review of activities and teaching staff performance of strategies that facilitate school readiness with public schools. Focus is also on the use of assessment date (LAP-D) to plan and deliver instructions.

Twice a year the Executive Team will use the Program Compliance Monitoring Instrument to assess each center's compliance with standards, rules and regulations and the overall success of Program operations.

The Self Assessment also assists in monitoring compliance with the Head Start Standards, Texas Minimum Standard Rules for Child Care Centers and other Program requirements.

Each Program Plan now includes a Monitoring Component to insure that all planned activities are carried out as proposed. Department Directors will utilize specific instruments, the PROMIS data, and specific reports to monitor such activities.

Daily decisions regarding program operations are delegated to the Executive Program Director by the Grantee Board. The Program Executive Director delegates the supervisory and functional responsibilities to the following personnel:

- ♦Assistant Program Directors and Administrative Assistant for Personnel
- ♦Department Directors

The Hidalgo County Head Start Program maintains an internal records system that provides accurate information on component activities, financial management, and program operations and personnel. The Program maintains a process with open communication between staff, parents, and the community, which provides information regarding services, and activities for children and families, financial status, resources within the program and community, application process, etc.

45 CFR Part 1304.52[(a)-(k)] Human Resources Management

The Hidalgo County Head Start Program has an organizational structure that facilitates the implementation of Federal Standards as revised January 8, 1998. Program functions have been assigned to qualified personnel. In the area of program management an experienced Executive Director for Head Start along with qualified staff provide leadership in the management of early childhood development and health services, including child development and education; child medical, dental, and mental health; child nutrition services for children with disabilities; and family and community partnerships, including parent activities.

This organizational structure supports the accomplishment of program objectives as well as addresses the major functions and responsibilities assigned to each staff position and provide a mechanism for proper staff supervision and support. Please refer to the Organizational Chart.

Personnel Policies

The Hidalgo County Head Start ensures that staff and all consultants utilized by the Program have the knowledge, skills, and experience they need to perform their assigned functions responsibly. Additionally the Program makes sure that only candidates with the qualifications specified in this part and in 45 CFR 1306.21 are employed.

All current and former Head Start parents receive preference for employment vacancies for which they are qualified. Staff and Program consultants are familiar with the ethnic background and heritage of families in the Program and are able to serve and effectively communicate with children and families with limited or no English proficiency.

The Hidalgo County Head Start Program operates under the auspices of the County of Hidalgo, as such all Personnel Policies and Procedures, adopted by the Hidalgo County Commissioners' Court/Grantee Board, are also adopted by the Hidalgo County Head Start Program. (Please refer to Personnel Policies.) Specific Personnel Policies are acknowledged and reviewed by staff every year. The Policy Council approves all Personnel Policies related to the Head Start staff.

All employees of the Hidalgo County Head Start Program will be placed in one of the following two (2) classifications at the time of employment according to their present position or entry level for new employees: full time employees, part time employees.

The Hidalgo County Head Start Program utilizes the job descriptions format developed by the Program using the following procedure:

- ♦Initial job description for positions new to the Hidalgo County Head Start Program will be developed by the Administrative Assistant for Personnel and the supervisor for the position and submitted for approval to the Executive Director. Each job description is subsequently approved by the Policy Council and Grantee Board.
- ♦Job descriptions for all employees will be signed by the employee upon employment.

- ♦Recommendations for upgrading the job descriptions will be the responsibility of the supervisor based on specific needs and functions of a position. Review and approval is required by the Executive Director, the Policy Council and the Grantee Board.
- ♦A copy of the job description must be filed in the Employee's Personnel record.
- ♦Job descriptions for all staff are updated as needed.

A Personnel file will be kept on each employee. This file is regarded as confidential material and shall be treated as such except as otherwise required by law. All correspondence, references, evaluations, agreements and disciplinary actions will be kept in the employee's file. The only persons with access to the file will be the employee, the Executive Director, Personnel Officer, Administrative Assistant, Personnel Clerks or Secretary and individuals required by law or regulations. Access on a need to know basis only will be determined by the Assistant Directors, the Personnel Officer and/or the Administrative Assistant.

At a minimum, the following information will be included in all individual personnel records: applications for employment, job description, reference letters, T.B. Test, INS Forms I-9, new employee orientation checklist, date of employment, results of criminal history check, any and all personal action reports (PA's) any disciplinary action taken against employee, employee performance evaluations, termination notice, if applicable.

Disclosures of any information in the personnel record to persons or agencies not associated with the Hidalgo County Head Start Program require the written consent of the employee.

Information that shall be considered public information will be employee's name, salary, job title and length of employment except as otherwise required by law. All personnel information is filed under lock and key. The Assistant Directors are the guardians of records for the Executive Team, the Center Managers and the Support Services Facilitators. The Personnel Officer is the guardian of records for non supervisory and classroom staff.

Staff Recruitment, Selection and Qualifications

Education and child development services are supported by staff, and consultants when necessary, with training and experience in areas that include: The theories and principles of child growth and development, early childhood education and family support. In addition, staff meets the qualifications for classroom teachers, as

specified in section 648A of the Head Start Act and any subsequent amendments regarding the qualifications of teachers.

Health services are supported by staff and consultants with training and experience in public health, nursing, health education, maternal and child health, or health administration. In addition, the Program ensures that only a health professional is utilized, when a health procedure must be performed by licensed/certified health personnel.

All Nutrition service activities are directed by a staff member who is a registered dietitian. Mental health services are supported by staff with expertise in this area, and consultants who are licensed or certified mental health professionals with experience and expertise in serving young children and their families. Family and Community Partnership and Parent involvement services are directed by staff with training and experience in fields related to social, human, or family services, and with skills in assisting the parents in advocating and decision-making for their families. Disabilities services are under the direction of staff with training and experience in securing and individualizing needed services for children with disabilities. The Program's fiscal administration is under the supervision of a qualified fiscal officer.

When a position becomes vacant, a personnel requisition is completed by the authorized personnel, and submitted to the Executive Director or designee for approval and budget consideration. After approval it is submitted to the Administrative Assistant for Personnel who verifies the vacancy, and correctness of qualifications. The requisition is then submitted to the Hidalgo County Human Resources for posting. Postings are made internally and externally for one (1) week and published in the newspaper and the County's website and if no selection is made then the postings are made externally (newspaper). Job listings are sent to all centers. After a one (1) week period the Head Start Administrative Assistant will receive from the Hidalgo County Personnel Office a list of qualified applicants for interview.

Interviewees are scheduled by the County's Personnel Director and appropriate Hidalgo County Head Start Program personnel carry out the interview process. Applicant's qualifications are reviewed by assigned staff to ensure that they have the required credentials and that the adequate skills and experience needed to carry their functions and responsibilities. Current Head Start parents are given preference for employment vacancies for which they are qualified.

After an applicant is selected by a committee including the supervisor, a recommendation is made to the Executive Director for initial approval. Then the Executive Director submits all recommendations to Policy Council for final approval.

At the time the employee's application documents are processed, each employee will complete a form declaring any pending\prior criminal arrest\charges; any dispositions regarding child abuse or neglect any child sexual abuse and violent felonies.

The Hidalgo County Head Start Program adheres to the Civil Right Act of 1964, as amended, The Texas Department of Regulatory Services, and the Head Start Act of 1998, regarding criminal history record checks and results are kept in the employee personnel file. The current personnel policies are consistent with the Department of Labor as they pertain to working hours, overtime, vacation, holidays and absences/leaves.

The Hidalgo County Head Start Program evaluates new employees monthly during a one-hundred and twenty day (120) probationary period. The successful completion of one-hundred and twenty (120) day probationary status denotes that the employee is eligible for all fringe benefits of the Program, thereafter; all employees will receive a formal yearly evaluation at the end of the school year.

A wage and salary comparability study is conducted annually with comparable agencies in the County of Hidalgo as well as with other Head Start Programs. Employee benefits are evaluated annually to determine comparability to other social service agencies.

Staff Development for Head Start employees encompasses other facets. One is **Child Development Associates (CDA)** for teaching staff who do not have an Associate's Degree or higher in Early Childhood education and who are employed at one of the centers. Head Start bears the entire cost of the certification, with the exception of the filing fee.

Another facet is that of pre service and in service training for employees. These training sessions are skill based knowledge sessions and are done to enhance the abilities of employees at all levels of the organization. Seven to ten days are scheduled during Pre-Service for all center and central office staff.

Educational leave, of up to four (4) hours per week, with pay, is available to eligible Head Start employees. This allows employees to attend approved job related courses.

Employees pursuing a degree or additional skill development in their assigned job position are eligible for Educational leave. Tuition and fees are paid for those pursuing an associate's degree or higher in Early Childhood or education.

The Program's Training and Technical Assistance Plan reflects the areas of need as determined by the self assessment, the staff appraisal information and information gathered through personnel surveys. The plan includes development in the areas of planning, record keeping and reporting, ongoing monitoring, human resources, prevention and early intervention, health care tracking and follow-up, disabilities, curriculum and transportation, and child outcomes (See Training and Technical Assistance Plan.)

Child Abuse and Neglect Policy

The Head Start Program will not undertake on their own, to treat cases of child abuse and neglect. The Hidalgo County Head Start Program will cooperate fully with child protective service agencies in our community, and will make every effort to retain in the Head Start Program children allegedly abused or neglected, recognizing that the child's participation in Head Start is essential in assisting families with abuse or neglect problems. The Hidalgo County Head Start Program has designated the Health Director to coordinate the following:

- ♦Establishing and maintaining cooperative relationships with the agencies providing child protective services in the community, and with any other agency to which child abuse and neglect must be reported under State Law, including regular formal and informal communication with staff at all levels of the agencies.
- ♦Informing parents and staff of state and local laws requirements in cases of child abuse and neglect.
- ♦Maintaining updated information regarding community medical and social services available for families with an abuse or neglect problem.
- ♦Reporting instances of child abuse and neglect among Head Start children as reportable under State law on behalf of the Head Start Program.
- ♦Discussing the report with the family if it appears desirable or necessary to do so.

- ♦Informing other staff regarding the process for identifying and reporting child abuse and neglect.

Orientation and training will be provided for staff on the identification, reporting and prevention of child abuse and neglect.

The **Health Services Procedures Manual** contains detailed information and documentation on this process.

The Program has also prepared a comprehensive **Human Resources Management Plan** addressing Performance standard 1304.52 (a) through (k).

45CFR 1304.53 Facilities, Materials and Equipment

Physical Environment and Facilities

The Hidalgo County Head Start Program provides a physical environment and facilities conducive to learning and reflective of the different stages of development of each child with appropriate space to conduct all program activities and address specific access requirements for children with disabilities. Each center is organized into functional areas that can be recognized by children and that allow for individual and child elected activities and social interactions.

All equipment, toys, materials and furniture necessary to meet the needs and to facilitate the participation of children and adults, are provided to all classrooms. The Program takes into account the inter-relatedness of cognitive and intellectual development, physical, mental health, and nutritional needs, and other factors that enable the child to function optimally. The equipment, toys, materials and furniture owned by the **HCHSP** are supportive of the cultural and ethnic backgrounds of the children, they are age appropriate, safe and supportive of the abilities and developmental level of each child served, with the necessary adaptation for children with disabilities. Furthermore, they are accessible, attractive, and inviting to children. They are designed to provide a variety of learning experiences and to encourage each child to experiment and pursue their own interests.

All of the facilities owned or operated by the Hidalgo County Head Start Program meet the licensing requirements of 45 CFR 1306.30.

Hidalgo County Head Start
Administrative Program Plan

Hidalgo County Head Start employs personnel who provides for the maintenance, repair, safety, and security of all Head Start facilities, materials and equipment. These personnel ensure a center-based environment free of toxins, such as cigarette smoke, lead, pesticides, herbicides, and other air pollutants as well as soil and water contaminants.

Outdoor play areas at each center are arranged so as to prevent any child from leaving the premises and getting into unsafe and unsupervised areas and no child in route to play areas is exposed to vehicular traffic without supervision.

The Hidalgo County Head Start Program conducts safety inspections annually, to ensure that each facility's space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and developmental needs of children.

The Hidalgo County Head Start Program currently operates one-hundred ninety-nine classrooms. Each classroom meets or surpasses the 35 square feet requirement of usable space per child. These centers accommodate 2 to 11 classrooms with each classroom encompassing an area of approximately 700 square feet, with 75 square feet of usable outdoor play space per child. Each classroom is supervised by a teacher, with a child development associate degree (CDA) or associate's degree or higher and an assistant teacher with a minimum of a CDA or undergoing training. Some classrooms in the School Readiness Program also include a certified bachelor's degree teacher from the school district.

Service Area

The Commissioners' Court of the County Of Hidalgo is the Grantee Board for the Hidalgo County Head Start Program. The Hidalgo County Head Start Program is currently funded for three-thousand six-hundred and ninety (3,690) children who are served through the forty-three (43) centers located throughout the Hidalgo County area.

Hidalgo County Head Start
Administrative Program Plan

Enrollment

Area I		Area II		Area III	
Center	**Enrollment**	**Center**	**Enrollment**	**Center**	**Enrollment**
La Joya	91	Alton	100	McAllen II	111
Palmview I	148	Western Road	57	McAllen V	57
Palmview II	148	McAllen IV	51	Vine Terrace	56
Palmview III	108	McAllen VI	51	Pharr	95
Sullivan	94	Mission I	80	Las Milpas I	114
		Mission II	148	Las Milpas II	51
		Mission III	51	Hidalgo	54
		Mission IV	55		
Area IV		**Area V**		**Area VI**	
Center	**Enrollment**	**Center**	**Enrollment**	**Center**	**Enrollment**
Alamo	117	Elsa	57	Edcouch	185
Donna I	136	La Herencia	52	Edinburg I	57
Donna II	60	Mercedes I	117	Edinburg II	34
Donna IV	33	Mercedes II	34	Edinburg III	51
San Juan I	54	Monte Alto	37	Edinburg IV	194
San Juan II	179	Progreso	57	Edinburg V	154
San Carlos	80	Weslaco I	77	U.T.P.A.	34
		Weslaco II	74		
		Weslaco III	97		
Total Centers 43		**Total Funded Enrollment 3,690**			

45CFR 1305 Eligibility, Recruitment, Selection, Enrollment and Attendance

The Hidalgo County Head Start Program follows all guidelines as set forth by the Department of Health and Human Services, Administration for Children and Families. The Policy Council approves the priority guidelines for eligibility of all children to the Hidalgo County Head Start Program. Families are ranked in order as defined by the guidelines. The Policy Council approves each application using a system where each applicant's identity is kept confidential.

The Program provides full day services to those children and families with special needs that justify full day services or to those children whose parents are employed or in job training with no care giver present in the home.

In addition to the full day program, ten percent (10%) of the total funded enrollment has been designated for children with special needs.

Low Income

As per the mandate of Section 511 of the Head Start Act, the Hidalgo County Head Start Program focuses primarily upon children from low income families. One hundred (100%) percent of the children in the program comply with income guidelines established for eligibility.

Income Verification Documentation

In order to implement this regulation regarding income, Hidalgo County Head Start uses the definitions of family and income found in the eligibility regulations (45 CFR Part 1305.2 Definitions.).

Family Definition

The poverty guidelines figures are directly dependent on the number of persons in a family. In order to determine eligibility Hidalgo County Head Start must know the size of each child's family. In determining the size of the family the following definition must be used. "All persons in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling or participating in a Head Start Program, and is related to the parent(s) or guardian(s) by blood, marriage, or adoption".

Once the family size has been determined Hidalgo County Head Start then looks at the family income with the following definition.

Income Definition

"The term income" means "gross cash income and includes earned income, military income (including pay and allowances), veteran's benefits, social security benefits, unemployment compensation, and public assistance benefits. With respect to a child in foster care, family income is the amount paid to the foster family on behalf of the child by a public or private agency."

Income as it is related to family size is the key component in determining eligibility for the Head Start Program. Verification of current financial status includes one of the following: W-2 form, Individual Income Tax Form 1040, Pay Stubs, written statements from employers, documents showing current status as recipients of public assistance.

Children whose families qualify for Public Assistance are eligible for Head Start Programs even if the assistance level exceeds the guidelines. ". . . Children from the lowest income families shall be given preference." (45 CFR Part 1305.4, Family Income Eligibility).

Once the family is found to be eligible for Head Start Services a Hidalgo County Head Start employee will complete and sign the application for admission.

Recruitment

A team effort among the Head Start staff throughout the centers is put forth to recruit Head Start Children in Hidalgo County. Two recruitment days are scheduled in the calendar whereby every center staff member including teachers, assistant teachers, support service facilitator, support service assistant, bus aides and bus drivers participate in door to door recruitment throughout the County. Pre-registration is held in the latter part of April before the end of the school year.

During this time letters, posters, and announcements are made available to local churches, agencies, and families planning to return. Applications are taken on-site and are subject to a screening process. The family income data is reviewed to determine eligibility. Parents are required to bring the child's birth certificate and immunizations records.

The Hidalgo County Head Start Program will recruit children who are three (3) and four (4) year of age on or before September 1st. All Head Start Centers are located strategically throughout Hidalgo County to better serve eligible children as close to home as possible.

Recruitment efforts are made throughout the school year with a major effort is in April. All staff members are a vital part of the recruitment effort. Recruiting of disabled children is done in the same manner including Region One Education Service Center Child Find Program, Easter Seals and through screening and parent referrals.

Hidalgo County Head Start
Administrative Program Plan

The Head Start Program maintains an outreach and recruitment process which insures participation of children of the most disadvantaged families on the target area. The Hidalgo County Head Start Policy Council, Grantee Board and Head Start Executive Director have approved a set of priorities which will serve as a guide in the recruitment effort. One hundred percent (100%) of the children come from the most disadvantaged families and at least ten percent (10%) of those are children with disabilities. All children and their families meet eligibility requirements. The requirements are:

Age - Children must be three years of age on or before September 1st of the applicable program year and is eligible until the child enters kindergarten. Children with disabilities are eligible for Head Start on the date that the child becomes three years of age.

Income - Families must comply with the Family Income Guidelines for Head Start Programs. [Ref: CFR, Vol. 74, No. 14]

Children with Disabilities - The Hidalgo County Head Start will NOT deny eligibility on the basis of disability or it's severity to any child. The definition of children with disabilities as defined in Head Start Performance Standards. [Ref: (1305.2(a)]

The Hidalgo County Head Start Executive Director will act as a liaison between the Head Start Office, Centers, and the community for children with identified disabilities.

The Director of Family Services and the Coordinator of Special Projects will:

- ♦Coordinate with all department directors.
- ♦Work with other federal and local agencies to coordinate all services available to both Head Start personnel and parents.
- ♦Work with and coordinate the recruitment of children with disabilities and volunteers.
- ♦Design in-house instruments for recruiting for a specific task or avenue for reaching children with disabilities for example: Bulletins designed for boards in churches and private or social services agencies. Classified advertisements, designed for paid advertising in newspaper for, weekly, bi-weekly, or daily circulation. Public Service Announcements - designed for unpaid public service announcement by radio and television. News Release- designed for free publication at a specified time. This is updated

so they may keep a copy once every three months of publication.
♦All applications are given equal consideration.

The application process includes the following:

♦Names of family members and number of family members and their ages.
♦Information about the child, including age, sex, residence.
♦Income and immunizations verifications.
♦Provisions for immunizations.
♦Applications are thoroughly screened by a selected screening committee **(Refer to Family & Community Partnerships Plan.)**

All materials are available in the primary language of the families the program serves. All staff members are bilingual, thus assuring that all Head Start children and families receive services in their primary language.

Recruitment Area

The entire County of Hidalgo serves as recruitment area. The County is divided into six (6) areas and centers are clustered together. While efforts are countywide the center is the unit of organization for recruitment activities. When centers are closed during the summer, the central office serves as the "recruiting base".

During the month of March prior to the enrollment year, recruitment procedures are implemented via door to door contact, parent information, poster, brochures, news advertisement, and local media. This process systematically seeks out the most disadvantaged homes and children regardless of race, creed, or color within the recruitment area.

Staff Assistance

Head Start employees assist families, as needed, in completing an enrollment application to ensure that all necessary information is complete.

Enrollment Opportunities

The Hidalgo County Head Start Program Enrollment Status Report is used to keep track of enrollment opportunities and meet funded enrollment slots. In the event that the center has met full enrollment, families will be placed on a waiting list. Children on the waiting list are ranked according to priority guidelines as approved

by the Policy Council.

Selection Criteria

The Hidalgo County Head Start Program does not deny anyone the right to apply for services regardless of race, sex, creed, color, national origin or disabling condition.

The selection criteria is reviewed and approved by the Policy Council and the Grantee Board every year depending on the modifications or adopted changes.

Children Selection

The families of children applying for admittance to the Hidalgo County Head Start Program must meet income eligibility and age eligibility. Children will be selected upon verification of income and other pertinent information. All children that qualify for enrollment will be provided with either full day or part day services, provided that they meet the set criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council.

Waiting List

In the event that the program is fully enrolled, families will be made aware that their children will be placed on a waiting list. Children on the waiting list are ranked according to priority guidelines as approved by the Policy Council.

Head Start Participation

If a child has been found eligible and is participating in a Head Start Program, the child remains eligible through the enrollment year or until first grade is available in the school system. The Program may choose not to enroll a child when there are compelling reasons for the child not to remain in Head Start, such as when there is a change in the child's family income and there is a child with a greater need for Head Start services.

Funded Enrollment

At the time of enrollment, orientation and parent-teacher sessions are held. Parents are made aware of the importance of their child's regular attendance and the benefits that the child and parents will receive as a result of good attendance.

A vacancy is created by a child leaving the program or failure to participate and has gone through the appropriate transitional process. A child's slot shall be considered vacant when the child does not participate for a period of more than thirty (30) calendar days of un-excused absences despite the provision of family support services. (Enrollment and Attendance Policies in Head Start, Federal Register, November 2, 1979, Definitions).

All vacancies in the Hidalgo County Head Start Program must be filled within thirty (30) calendar days. All vacancies occurring in April or May will not be filled in order to prevent inappropriate and incomplete services being delivered to the child.

A daily attendance report will be forwarded to the Head Start Administrative Office by the Center Manager. The Center Manager will obtain an attendance report from each individual teacher. Each teacher shall be responsible for identifying and referring to the Center Manager any child who has three (3) or more consecutive absences.

The following is a list of excused absences. In order to qualify as an excused absence, each specific situation must be documented. Excused absences are documented in the child folder as:

- ♦A child is hospitalized;
- ♦A child is incapacitated due to a serious illness or injury;
- ♦A child contracts a communicable disease;
- ♦A child has other health ailments which temporarily prevent attendance, such as asthma.
- ♦There is a death in a child's family;
- ♦A child cannot attend class because child has to receive medical treatment or therapy at the time when the class is being held.

When absences are the result of factors other than those listed in the Enrollment Policy, the Hidalgo County Head Start Program will institute family support services for all children with three (3) or more consecutive days of un-excused absences. The center manager or teacher will make a referral requesting that a home visit be made by the center staff member assigned to that family. The center staff member assigned will prepare a report of the home visit, which includes the reasons why the child has been absent and the date the child is expected to return class.

"Family support services" means home visits and other family contacts and services to support the child's regular attendance and otherwise to insure that the child and family receive full benefits of Head Start participation.

Second year participation

If a child has been found income eligible and is participating in the Head Start Program, he or she remains income eligible throughout that enrollment year and the succeeding year.

Average Daily Attendance

The calculation of the ADA is processed in two (2) steps. In order to receive a daily status report for social services purposes, a telephone report is given on a daily basis from all sites. The daily telephone report given to the administration office is as follows: Total enrollment, actual enrollment, total number present, total number absent, total number excused absences, names of children counted excused absent and reason for absences.

The documentation attendance report is maintained daily by individual classrooms. This report is then submitted to the Family Services Component on a weekly basis for total calculation purposes. The calculated figures are as follows: total enrollment, total present, total absent, total excused absent, average attendance (total present divided by total enrollment will equal the %).

Program and Activity Calendar

After revision and analysis of the Program Plans, staff formulates the design activities to compliment our program planning. The following calendar events illustrate the Program methodology of implementation of its activities to meet its objectives.

In order to comply with the Program Design of one-hundred and sixty (160) days per calendar year, The Hidalgo County Head Start Program has established a Program Calendar for one-hundred and seventy-two (172) days. In addition to this the following make up day procedure has been established:

- In case of Program interruptions, any service days necessary to comply with the 160 days minimum, will be made up during the summer break.

Hidalgo County Head Start
Administrative Program Plan

1306 Staffing Requirement, Selection, Enrollment, and Attendance Patterns

The Hidalgo County Head Start Program meets the requirements of 45 CFR 1304.52(g), Classroom staffing and home visitors, in addition to the requirements of this Section.

Staff is adequately supervised by the Center Managers in the classrooms and the Education Area Directors in the field. Each, of the three (3) Education Area Directors, is assigned sixteen (16) or seventeen (17) centers to supervise, depending on the number of classroom in each center. One (1) Education Area Director addresses individualization of instruction and the School Readiness Partnerships. They provide resources and direction in curriculum, personnel management and federal requirements.

Each classroom is staffed with a teacher and assistant teacher and whenever possible a volunteer. Some classrooms may also include a certified public school teacher in the School Readiness Partnership

Staff Qualification Requirements

All Classroom staff complies with section 648A of the Head Start Act and any subsequent amendments regarding the qualifications of classroom teachers. Teachers maintain a CDA certification and 94% have earned an Associate's or a Bachelor's Degree in Early Education

Volunteers

Recruitment of volunteers is a year round process. It is a joint effort by Family Services Staff and Center Managers. Parents and community members are encouraged to volunteer. They volunteer at the center or may choose to do volunteer work at home. Public Service announcements are made to assist in this effort.

A number of different volunteer pools exist. They are recruited from adult day care centers, church organizations, Winter Texans population, etc.

All volunteers will receive training from the various departments in the Content Areas. The Center Managers are also responsible for providing training to any perspective volunteers who do not attend the initial training.

A special sign-in roster is used to tract of all volunteer hours. The Center Manager or other supervisory staff working with the volunteer must sign or initial it to confirm the hours documented.

Throughout the school year volunteers are recognized on a monthly basis at the center level. Each center chooses volunteers and recognizes them by awarding them with certificates at the Center Committee Meetings. They are also featured in the Parent Areas with a small write up about the individual person. The Hidalgo County Head Start Program recognizes the volunteers, its parents and community volunteers at an annual volunteer banquet.

The Hidalgo County Head Start Program allows a total of two fund raising activities during fall and spring. Funds raised from these events are utilized for taking children on special field trips, purchasing additional materials for the Centers or any other activities that the parents decide to do carry out parents are given an opportunity to utilize their decision-making right as Head Start parents.

The Hidalgo County Head Start Program uses Certificates of In-Kind Contributions to record non-cash contributions. Goods, space rentals, equipment rentals, non personal services and volunteer hours are recorded on it. Credit is given and contributions are compiled on Summary Reports at the center level by center supervisors. The contributions are recorded and organized according to classroom enrollees. The entire Center's In-Kind is then totaled and put on an In-Kind Summary Report. Once completed it is submitted to the responsible personnel in the Finance Department.

The **Family and Community Procedures Manual** contains detailed information and forms used for the recruiting of volunteers.

Training

The Hidalgo County Head Start provides pre-service training and in-service training opportunities to program staff and volunteers to assist them in acquiring or increasing the knowledge and skills they need to fulfill their job responsibilities.

This training is directed toward improving the ability of staff and volunteers to deliver services required by Head Start regulations and policies. The training also includes information and training about the philosophy and goals of Head Start and the program options being implemented.

Hidalgo County Head Start
Administrative Program Plan

Choosing a Head Start Program Option

The Hidalgo County Head Start Program has implemented the center-based option in order to meet the needs of the children and families as indicated by the community needs assessment. In addition prior to making final assignment of the child, consideration was given to such factors as the child's age, developmental level, disabilities, health or learning problems, previous preschool experiences, family situation and parents' concerns and wishes prior to making final assignments.

Center-Based Program Option

Head Start classes are staffed by a teacher and an aide or, whenever possible, a volunteer. Additionally some classrooms may also obtain the services of a certified public school teacher if they are participating in the School Readiness Program. Class is size based on the predominant age of the children who will participate in the class. For classes serving predominantly four or five year old children, the average class size of that group of classes is between seventeen (17) and twenty (20) children, with no more than twenty (20) children enrolled in any one class. For classes serving predominantly three year old children, the average class size of that group of classes is between fifteen (15) and seventeen (17) children, with no more than seventeen (17) children enrolled in any one class. For classes serving predominantly three (3) year old children, the average class size of that group of classes is between fifteen (15) and seventeen (17) children, with no more than seventeen (17) children enrolled in any one class. A class is considered to serve predominantly three (3) year old children if more than half of the children in the class are three years old before September 1st.

All classes operate for five days per week for a minimum of six (6) hours per day and one-hundred seventy-two (172) days per year and all reasonable estimates were made of the number of days during the year that classes may be closed due to problems such as inclement weather or illness, based on our experience in previous years. Provisions were made in the budgets and program plans to operate makeup classes and provide these classes, when needed, to prevent the number of days of service available to the children from falling below one-hundred twenty-eight (128) days per year.

Staff is employed on an annual basis to allow them to participate in pre-service training, to plan and set up the program at the start of the year, to close the program at the end of the year, to conduct home visits, to conduct health examinations,

screening and immunization activities, to maintain records, and to keep service component plans, activities current and relevant and to carry out recruiting activities.

The Hidalgo County Head Start Program developed and implemented a system that actively encourages parents to participate in two home visits annually for each child enrolled. These visits are initiated and carried out by the child's teacher. The child may not be dropped from the program if the parents will not participate in the visits. The Early Childhood Development and Health Services Plan contain specific duties and responsibility regarding these duties.

The Hidalgo County Head Start Program provides more than six hours of class operations per day using Head Start funds and complies with all the requirements regarding the center-based program option found in the Head Star Standards.

The Program tries to meet the needs of Head Start families for full day services agencies since alternative enrollment opportunities or funding from non Head Start sources are not available for Head Start families needing full day child care services.

45 CFR Part 92 Subpart H Part 92.20, Fiscal Management

The Hidalgo County Head Start Program has established written **Accounting Procedures Manual** documenting the financial management system that ensures budget management, maintains control over current operations, and provides timely, accurate, current and complete disclosure of financial matters. The Micro Information Products (MIP) software provides a computerized system of financial and personnel data collection capable of producing timely and accurate reports.

The Hidalgo County Head Start Program operates its Fiscal Management Policies as mandated in **45 CFR Part 92 Uniform Administrative Requirements for state and Local Governments and Title 2 Part 225 Cost Principles for Non Profit Organizations, State and Local Governments.**

Accounting and Budgetary Practices are carried out as outlined in the **Financial Procedures Manual**, where individual cost elements, such as salaries, supplies, travel, etc. are identified with the fiscal records. The Financial Staff responsible for preparing the budget are kept abreast with all applicable grant policies and costs allowable while maintaining interaction with the Federal Regional Staff.

Hidalgo County Head Start
Administrative Program Plan

The Hidalgo County Head Start Program has established written Accounting policies and procedures to ensure the internal control of all assets and program financial resources. Refer to the Accounting Procedures Manual. The financial management system ensures budget control over current operation and provides timely accurate, current and complete disclosure of financial matters. This system reflects the following:

- ♦The validation of accounting records by source documents, such as invoices, vouchers, statements, canceled checks etc.
- ♦The posting of transactions in a continuous and timely manner.
- ♦A clear separation of duties and responsibilities between individuals so that no one person has access and control to financial operations procedures and records.
- ♦A description of a chart of accounts.
- ♦Budgeting control to preclude incurring obligation in excess of total funds, for grant object class and program account.

The Hidalgo County Head Start's written accounting and budgeting procedures are designed to allow the determination, malleability and reasonableness of costs. These procedures facilitate the comparison of budgeted costs to actual costs and the timely distribution of cost data to program managers as a management aid in the administration of their program.

Administration costs to the Head Start Program are determined and identified. These costs are continually monitored and compared in order to comply with the **15%** administrative cost requirements. These costs are maintained substantially below 15%.

Non Federal Share requirements are met through the allocation of in kind costs charged to the grant. The valuation of these costs is based on fair and reasonable basis and is in agreement with the budget. The accounting records for the non federal share contributions are supported by proper documentation.

Food Cost are budgeted through the **TDA** (Texas Department of Agriculture) **Grant** and are continuously monitored and compared with actual food costs recorded in the financial accounting records. The meals are accounted for using the TDA Guidelines to establish the number of meals for which reimbursement is claimed. All reimbursement requests are made within a reasonable time frame to allow for proper accounting and planning, please refer to the **Nutrition Procedures Manual**.

Hidalgo County Head Start
Administrative Program Plan

45 CFR Part 92 Subpart C 92.36 Procurement Policies

The Procurement Procedures Manual has been approved by the Policy Council and Grantee Board. This manual provides a set of written requirements which when followed ensure compliance with **45 CFR Part 92; Subpart O & P part 92. (31, 32, 33, & 36)**. Specifically the Procurement Polices requires the Executive Program Director or his\her designated representative to review proposed procurement to determine the need and or possible alternatives (i.e. Lease vs. Purchase). The Procurement Office is designated by the Program Director to administer and review proposed purchases. The Procurement Office, by virtue of the authority and responsibility conferred on him/her by the Executive Program Director shall ensure that the Head Start Program will implement the procurement of materials in a manner most advantageous for the Head Start Program. It is the policy of the Head Start Program Procurement Office to prepare bids that contain clear specifications which do not unduly restrict open competition and encourage the participation of small and minority owned businesses in the procurement process. Bids shall be awarded to the lowest and most advantageous bidder providing the best value which complies with all applicable bid requirements as specified.

The Procurement Office shall be responsible for the preparation of purchase orders and receiving of merchandise. The Procurement Office will compare the purchase order with the shipping and packing documents to ensure compliance with specifications and quantities. Should a discrepancy be found the Procurement Office will note the discrepancy on the shipping document and notify the vendor immediately? Damage to any package shall also be noted in writing on the delivery ticket\packing documents and notice given to the vendor and shipping company. The purchase order will not be closed out and processed for payment until all material and in the quantities and specifications ordered are received. Once the Purchase order has been completed the documentation shall be cross checked with the packing\shipping documents, closed out and forwarded to Finance Department for payment.

A copy of purchases and additional back up documentation will be maintained in the Procurement Office. This information will be maintained with bid quotes and warranty information received from vendors as part of the permanent record.

Inventory

The Field Operations Director will maintain an inventory list of materials purchased and shipped which are valued over $5,000.00 indicating accurate description of the items, the serial number, the source of the equipment, who holds the title, the location, use and condition of the items, and the purchase price of the items. The Field Operations Office will also conduct annual inventories of all Hidalgo County Head Start facilities. This will include the inventory of consumable materials kept as stock items (classroom education materials, colors, paints, etc.). This inventory process will be used to assist the Program in the planning and budgeting process to eliminate the duplication of purchases for materials currently in the Program inventory.

The Hidalgo County Head Start Program and its employees, officers, or agents shall not solicit nor accept gratuities or anything of monetary value from contractors or potential contractors.

45 CFR Part 92 section 36 Contract Provisions

All contracts entered into by the Hidalgo County Head Start will comply with Federal, State and local laws and regulations and will be reviewed by the County of Hidalgo's legal counsel or legal counsel under contract to the Hidalgo County Head Start Program. All contracts will incorporate the appropriate provisions as stipulated in **45 CFR Part 92 Section 36**, which include but are not limited to the following:

- ♦Administrative, contractual and legal remedies when required.
- ♦Termination for cause
- ♦Compliance with Executive Order 11246 of September 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented by the Department of Labor regulations(41 CFR Chapter 60) on all construction contracts over $10,0000.
- ♦Compliance with the Copeland "Anti-Kickback" Act.
- ♦Compliance with Davis-Bacon Act.
- ♦Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards.
- ♦Notice of awarding agency requirements and regulations pertaining to reporting.

- ♦Access by the Grantee, Sub-Grantee, the Federal Grantor Agency, the Comptroller General of the United States, or any other authorized agencies to any and all records.
- ♦Retention of records.
- ♦Compliance with Disbarment requirements.

AI-23548 **23.B.**

Amend By Laws

CC REGULAR

Date:	10/26/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Amend By Laws

BACKGROUND

Policy Council Approval: 10.20.10

Fiscal Impact

Attachments

Link: Amend By Laws

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 03:17 PM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2010 09:11 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:17 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:28 AM	APRV

Form Started By: Linda Galaviz — Started On: 10/19/2010 07:44 AM

Final Approval Date: 10/22/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: October 20, 2010

SUBJECT: Discussion/Approval to Amend By Laws

RATIONALE/NEED: (Please see attached memorandum.)

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum

****

INITIATED BY: Policy Council Members

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Policy Council Members

FROM: Teresa Flores, Executive Director

SUBJ: Amending Policy Council By Laws

DATE: October 20, 2010

At the Policy Council meeting of April 21, 2010 the Policy Council engaged in the discussion of adding one more alternate by service area. The discussion centered on the issue of obtaining a quorum in order to conduct Policy Council meetings in the event the 51% parent quorum cannot be met.

Letter "H" of Section 4 titled "ELECTION PROCESS FOR PARENTS", under Article V, on page 7 of the Hidalgo County Bylaws currently states ***"In addition to the Parent Representatives, one (1) alternate will also be elected from each area thus making six (6) alternates. The alternate should not be from the same center as the elected parent representatives. Alternates shall participate in trainings and may be appointed to serve in any sub-committee without voting rights."***

In order to implement the change, and allow for the additional alternates, the By Laws may be modified to read as follow:

"In addition to the Parent Representatives, <u>two (2) alternates</u> will also be elected from each area thus making <u>twelve (12) alternates</u>. The alternates should not be from the same center as the elected parent representatives. Alternates shall be identified as 1st alternate and 2nd alternate. The 1st alternate will be considered primary and shall take the place of the Parent Representative at meetings. The 2nd alternate shall be considered secondary and shall succeed and replace 1st alternate in the event the Parent Representative and the 1st alternate shall resign or abandon his or her position."

AI-23535 **23.C.**

Declare Obsolete the Attached List of Items
CC REGULAR

Date:	10/26/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 10.20.10

Fiscal Impact

Attachments

Link: Obsolete Items

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/20/2010 03:17 PM	APRV
2	Roland Garcia	Rolando Garcia	10/21/2010 09:09 AM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:15 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:27 AM	APRV
Form Started By: Linda Galaviz			Started On: 10/18/2010 08:22 AM	
Final Approval Date: 10/22/2010				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: October 20, 2010

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

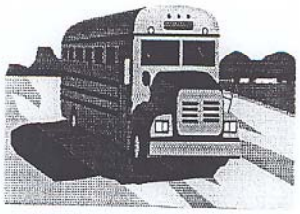
****

INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: October 5, 2010

CC: Teresa Flores, Executive Director
Elma Keller, Finance Director
Files

As per our previous conversation, the attachment is a listing of supplies, vehicles and equipment that, in my best judgment, have determined to be obsolete, no longer functional and/or beyond repair. Some of the playground equipment listed is no longer acceptable by State Licensing Department because it is rusted, cracked and also beyond repair.

I am requesting that you present this list to our Policy Council and Commissioners Court for their consideration and approval to declare the attached listing surplus. Once the request is approved concurrently, the property will be under the custodianship of the County and subsequently auctioned November 20, 2010.

Please advise me on your decision so that I may proceed in disposing of the inventory.

Thank you

Attachments

Item Description	Inventory #	Serial/Model #	Quantity
5 Compartment Shelf	000352	N/A	1
5 Compartment Shelf	000024	N/A	1
5 Compartment Shelf	014397	N/A	1
5 Compartment Shelf	015892	N/A	1
5 Compartment Shelf	009361	N/A	1
5 Compartment Shelf	004272	N/A	1
5 Compartment Shelf	014730	N/A	1
5 Compartment Shelf	014728	N/A	1
5 Compartment Shelf	002796	N/A	1
5 Compartment Shelf	014694	N/A	1
5 Compartment Shelf	002513	N/A	1
5 Compartment Shelf	000687	N/A	1
5 Compartment Shelf	002685	N/A	1
5 Compartment Shelf	008966	N/A	1
5 Compartment Shelf	16143	N/A	1
5 Compartment Shelf	008971	N/A	1
5 Compartment Shelf	006891	N/A	1
5 Compartment Shelf	002676	N/A	1
5 Compartment Shelf	00258	N/A	1
5 Compartment Shelf	009698	N/A	1
5 Compartment Shelf	006893	N/A	1
5 Compartment Shelf	000115	N/A	1
5 Compartment Shelf	000238	N/A	1
5 Compartment Shelf	008482	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
5 Compartment Shelf	015862	N/A	1
5 Compartment Shelf	003730	N/A	1
5 Compartment Shelf	004387	N/A	1
5 Compartment Shelf	000321	N/A	1
5 Compartment Shelf	000917	N/A	1
5 Compartment Shelf	000778	N/A	1
5 Compartment Shelf	000878	N/A	1
5 Compartment Shelf	015701	N/A	1
5 Compartment Shelf	000726	N/A	1
5 Compartment Shelf	004353	N/A	1
5 Compartment Shelf	000728	N/A	1
5 Compartment Shelf	000817	N/A	1
5 Compartment Shelf	000811	N/A	1
5 Compartment Shelf	014357	N/A	1
5 Compartment Shelf	000816	N/A	1
5 Compartment Shelf	000893	N/A	1
5 Compartment Shelf	000774	N/A	1
5 Compartment Shelf	000330	N/A	1
5 Compartment Shelf	014400	N/A	1
5 Compartment Shelf	011463	N/A	1
5 Compartment Shelf	000310	N/A	1
5 Compartment Shelf	011302	N/A	1
5 Compartment Shelf	007568	N/A	1
5 Compartment Shelf	014510	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
5 Compartment Shelf	011468	N/A	1
5 Compartment Shelf	014375	N/A	1
5 Compartment Shelf	015637	N/A	1
5 Compartment Shelf	000235	N/A	1
5 Compartment Shelf	009388	N/A	1
5 Compartment Shelf	014495	N/A	1
5 Compartment Shelf	N/A	N/A	5
Children's Wooden Locker	012762	N/A	1
Children's Wooden Locker	000117	N/A	1
Children's Wooden Locker	000114	N/A	1
Children's Wooden Locker	00476	N/A	1
Children's Wooden Locker	005893	N/A	1
Children's Wooden Locker	012702	N/A	1
Children's Wooden Locker	067	N/A	1
Children's Wooden Locker	16231	N/A	1
Children's Wooden Locker	003390	N/A	1
Children's Wooden Locker	012763	N/A	1
Children's Wooden Locker	00270	N/A	1
Children's Wooden Locker	005441	N/A	1
Children's Wooden Locker	005342	N/A	1
Children's Wooden Locker	012804	N/A	1
Children's Wooden Locker	46	N/A	1
Children's Wooden Locker	011531	N/A	1
Children's Wooden Locker	005277	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
Children's Wooden Locker	002708	N/A	1
Children's Wooden Locker	004957	N/A	1
Children's Wooden Locker	005343	N/A	1
Children's Wooden Locker	003391	N/A	1
Children's Wooden Locker	002834	N/A	1
Children's Wooden Locker	002832	N/A	1
Children's Wooden Locker	006153	N/A	1
Children's Wooden Locker	004861	N/A	1
Children's Wooden Locker	012810	N/A	1
Children's Wooden Locker	000237	N/A	1
Children's Wooden Locker	004860	N/A	1
Children's Wooden Locker	009025	N/A	1
Children's Wooden Locker	000236	N/A	1
Children's Wooden Locker	006120	N/A	1
Children's Wooden Locker	000308	N/A	1
Children's Wooden Locker	009063	N/A	1
Children's Wooden Locker	014726	N/A	1
Children's Wooden Locker	000357	N/A	1
Children's Wooden Locker	000302	N/A	1
Children's Wooden Locker	000319	N/A	1
Children's Wooden Locker	014727	N/A	1
Children's Wooden Locker	000393	N/A	1
Children's Wooden Locker	000394	N/A	1
Children's Wooden Locker	005245	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
Children's Wooden Locker	005192	N/A	1
Children's Wooden Locker	005193	N/A	1
Children's Wooden Locker	005276	N/A	1
Children's Wooden Locker	005442	N/A	1
Children's Wooden Locker	003747	N/A	1
Children's Wooden Locker	009703	N/A	1
Children's Wooden Locker	002562	N/A	1
Children's Wooden Locker	016037	N/A	1
Children's Wooden Locker	005278	N/A	1
Children's Wooden Locker	009172	N/A	1
Children's Wooden Locker	16104	N/A	1
Children's Wooden Locker	N/A	N/A	4
Wooden Refrigerator	008460	N/A	1
Wooden Refrigerator	004895	N/A	1
Wooden Refrigerator	004158	N/A	1
Wooden Refrigerator	004849	N/A	1
Wooden Refrigerator	004973	N/A	1
Wooden Refrigerator	004403	N/A	1
Wooden Refrigerator	004451	N/A	1
Wooden Refrigerator	006090	N/A	1
Wooden Refrigerator	004303	N/A	1
Wooden Refrigerator	005739	N/A	1
Wooden Refrigerator	009539	N/A	1
Wooden Refrigerator	007254	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
Wooden Refrigerator	007315	N/A	1
Wooden Refrigerator	007075	N/A	1
Wooden Refrigerator	007201	N/A	1
Wooden Refrigerator	009957	N/A	1
Wooden Refrigerator	010064	N/A	1
Wooden Refrigerator	002694	N/A	1
Wooden Refrigerator	005954	N/A	1
Wooden Refrigerator	003412	N/A	1
Wooden Refrigerator	N/A	N/A	4
Wooden Kitchen/Stove	005956	N/A	1
Wooden Kitchen/Stove	004441	N/A	1
Wooden Kitchen/Stove	006112	N/A	1
Wooden Kitchen/Stove	012683	N/A	1
Wooden Kitchen/Stove	007129	N/A	1
Wooden Kitchen/Stove	007072	N/A	1
Wooden Kitchen/Stove	007274	N/A	1
Wooden Kitchen/Stove	012794	N/A	1
Wooden Kitchen/Stove	007181	N/A	1
Wooden Kitchen/Stove	004412	N/A	1
Wooden Kitchen/Stove	001067	N/A	1
Wooden Kitchen/Stove	005302	N/A	1
Wooden Kitchen/Stove	009053	N/A	1
Wooden Kitchen/Stove	005737	N/A	1
Wooden Kitchen/Stove	004973	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
Wooden Kitchen/Stove	012845	N/A	1
Wooden Kitchen/Stove	014787	N/A	1
Wooden Kitchen/Stove	012845	N/A	1
Wooden Kitchen/Stove	004627	N/A	1
Wooden Kitchen/Stove	005219	N/A	1
Wooden Kitchen/Stove	014729	N/A	1
Wooden Kitchen/Stove	010009	N/A	1
Wooden Kitchen/Stove	014273	N/A	1
Wooden Kitchen/Stove	008455	N/A	1
Wooden Kitchen/Stove	011539	N/A	1
Wooden Kitchen/Stove	003446	N/A	1
Wooden Kitchen/Stove	012764	N/A	1
Wooden Kitchen/Stove	009956	N/A	1
Wooden Kitchen/Stove	014359	N/A	1
Wooden Kitchen/Stove	002521	N/A	1
Wooden Kitchen/Stove	N/A	N/A	6
Book Rack	000975	N/A	1
Book Rack	000945	N/A	1
Book Rack	011881	N/A	1
Book Rack	000781	N/A	1
Book Rack	000835	N/A	1
Book Rack	00874	N/A	1
Book Rack	011218	N/A	1
Book Rack	003597	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
Book Rack	002842	N/A	1
Book Rack	002795	N/A	1
Book Rack	N/A	N/A	2
Music Audio Shelf	010530	N/A	1
Music Audio Shelf	010870	N/A	1
Music Audio Shelf	010071	N/A	1
Music Audio Shelf	N/A	N/A	2
Wooden Telephone Booth	011826	N/A	1
Wooden Telephone Booth	002211	N/A	1
Wooden Telephone Booth	004383	N/A	1
Wooden Telephone Booth	000776	N/A	1
Wooden Telephone Booth	N/A	N/A	4
Work Bench	010554	N/A	1
Work Bench	001387	N/A	1
Work Bench	009311	N/A	1
Work Bench	007312	N/A	1
Work Bench	N/A	N/A	1
Hutch	004514	N/A	1
Hutch	004214	N/A	1
Hutch	004296	N/A	1
Hutch	000887	N/A	1
Hutch	N/A	N/A	1
Children's Cot	N/A	N/A	245
Children's Chair	N/A	N/A	43

Item Description	Inventory #	Serial/Model #	Quantity
Easels	N/A	N/A	12
Mirrors	N/A	N/A	5
Doll High Chair	N/A	N/A	2
Saddle Mates	N/A	N/A	2
Sofa	N/A	N/A	1
Record Player	010433	N/A	1
Executive Chair	N/A	N/A	7
Large Trapezoid Table	N/A	N/A	3
Table Top 30x 60	N/A	N/A	2
Table Top 30x 48	N/A	N/A	2
Table Top 24x 48	NA	N/A	2
Table Top 25x 30	N/A	N/A	1
Table Top 30x 50	N/A	N/A	1
Computer Table	007337	N/A	1
Sand and Water Table	007794	N/A	1
Sand and Water Table	N/A	N/A	1
Basket Ball Hoop	N/A	N/A	2
2 Door Metal Cabinet	010840	N/A	1
2 Door Metal Cabinet	009892	N/A	1
2 Door Metal Cabinet	013520	N/A	1
2 Door Metal Cabinet	004288	N/A	1
3 Compartment Sink	007733	N/A	1
3 Compartment Sink	16184	N/A	1
3 Compartment Sink	007731	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
Large Food Thermos	N/A	N/A	4
Water Fountain Cooler	N/A	1	1
Mop Bucket/wringer	N/A	N/A	4
Television	N/A	DS25390 SN:B2040364491739	1
Television	PF00276	EWC1303 SN:V39382492	1
Television	N/A	EWC1303 SN:V39381025	1
Television	PF00408	N/A	1
Class Room Radio	18177	SN:HA130J523	1
Class Room Radio	N/A	SN:CFD-5350	1
Class Room Radio	N/A	SN:GL78460	1
Class Room Radio	N/A	SN:GL78444	1
Class Room Radio	N/A	SN:GL78600	1
Class Room Radio	18199	SN:HA130J524A0084	1
Class Room Radio	N/A	CFD-5350	3
Class Room Radio	N/A	SN:WJ6JG003239	1
Class Room Radio	N/A	GL78463	1
Class Room Radio	N/A	N/A	9
VCR	010487	SN:926680294	1
Freezer	012950	N/A	1
Refrigerator Hot Point	008959	N/A	1
Refrigerator Kenmore	17740	N/A	1
Electric Typewriter	N/A	Brother SN:K63950574	1
Grader Spray Pump	N/A	1	1
120 LF Rusted Fence Fabric	N/A	N/A	1

Item Description	Inventory #	Serial/Model #	Quantity
A/C Compressor Unit	N/A	EBAM044380	
A/C Compressor Unit	N/A	EEGM147425	1
A/C Compressor Unit	N/A	1897E17520	1
A/C Compressor Unit	010342	Carrier Unit	1
A/C Blower Unit	N/A	YORK SN:ELB6104518	1
A/C Blower Unit	N/A	YORK SN:ELB5099853	1
A/C Blower Unit	N/A	YORK SN:SEAJ5LL6136	1
Small Fun House	N/A	N/A	1
Large Fun House	N/A	N/A	3

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM
INITIAL PAGE

TF # 2010 - 433

DEPARTMENT NAME	DEPT. NO.	LOCATION
TRANSFER TO: SURPLUS	1601	
TRANSFER FROM: HIDALGO CO. HEADSTART		

CONTACT INFORMATION:

NAME: OSCAR PALACIOS PH:383-0706 FAX #:380-4180 E-MAIL:

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURR CONDT
1	1995 GMC SUBURBAN	16631	1GKEC16K6SJ717001	B
2	1994 GMC CARGO VAN	2729	1GDHG31K8SF53510	B
3	1997 GMC PICK-UP	165	1GTEC14R9VZ502133	B
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

FUND NO.	COST	P/U	LOC

JUSTIFICAITON FOR TRANSFER: Beyond Repair (B)

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

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby	*MARTHA L. SALAZAR*		
Contact Person	OSCAR PALACIOS	J Palacios	10-7-10
Person receiving Item(s)			
Reviewed & Processed by			

FIXED ASSET DIVISION USE ONLY

FROM		TO	
DEPT. NO		DEPT. NO.	
AMOUNT		AMOUNT	

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

Initial _____ Date _____

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

EFFECTIVE DATE: 02/02/09

AI-23537 **24.A.**

Open Cut- San Jacinto Estates No. 7

CC REGULAR

Date:	10/26/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Approval to grant permit - United Contracting Inc.:
1. The proposed 12" sanitary sewer line will begin southeast corner of Mile 10 North Road and Mile 4 West Road. It will then run west along the south side of Mile 10 North Road within the existing right of way for a distance of 2175.0'. Crossing on Mile 4 will be done by open cut.

BACKGROUND

A permit for bore had been previously approved for same location on September 21, 2010.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Plat

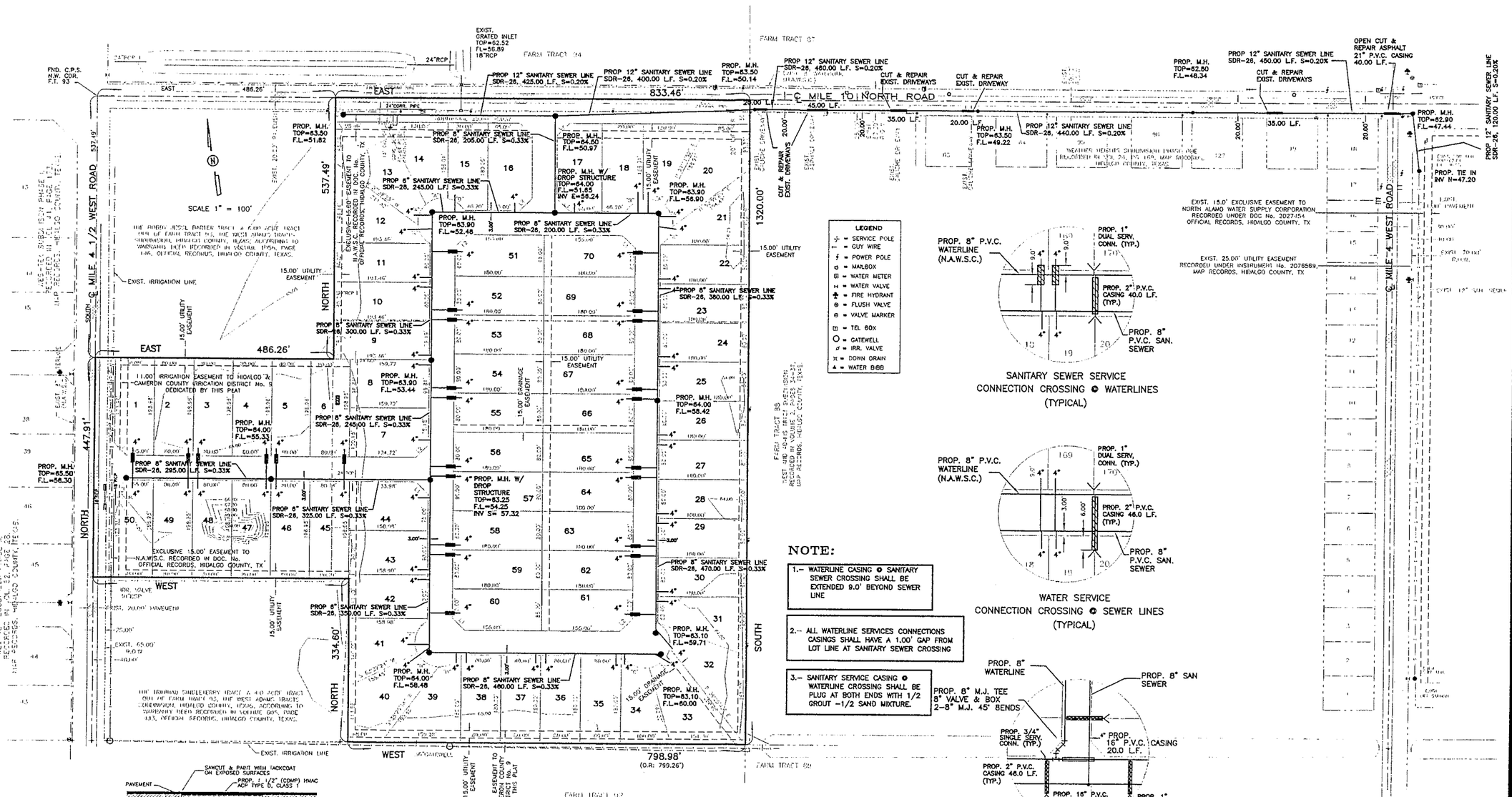
Link: Permit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 09:15 AM	APRV
2	Olga Garza	Olga Garza	10/21/2010 03:51 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:18 AM	APRV
4	Purchasing Department	Marty Salazar	10/22/2010 11:27 AM	APRV

Form Started By: Sandra Garcia Started On: 10/18/2010 10:03 AM

Final Approval Date: 10/22/2010



LEGEND

- ⊹ = SERVICE POLE
- ⊢ = GUY WIRE
- ∮ = POWER POLE
- ⊡ = MAILBOX
- ⊡ = WATER METER
- ⋈ = WATER VALVE
- ⊕ = FIRE HYDRANT
- ⊗ = FLUSH VALVE
- ⊙ = VALVE MARKER
- ⊡ = TEL BOX
- O = GATEWELL
- ▱ = IRR. VALVE
- ⋈ = DOWN GRAIN
- ▲ = WATER BIBB

SANITARY SEWER SERVICE CONNECTION CROSSING ⊕ WATERLINES (TYPICAL)

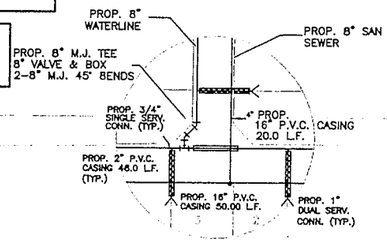
WATER SERVICE CONNECTION CROSSING ⊕ SEWER LINES (TYPICAL)

NOTE:

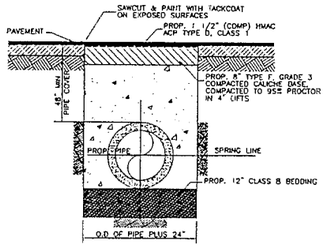
1.- WATERLINE CASING ⊕ SANITARY SEWER CROSSING SHALL BE EXTENDED 9.0' BEYOND SEWER LINE

2.- ALL WATERLINE SERVICES CONNECTIONS CASINGS SHALL HAVE A 1.00' GAP FROM LOT LINE AT SANITARY SEWER CROSSING

3.- SANITARY SERVICE CASING ⊕ WATERLINE CROSSING SHALL BE PLUG AT BOTH ENDS WITH 1/2 GROUT -1/2 SAND MIXTURE.



WATERLINE AND SANITARY SEWER CROSSING (TYPICAL)



NOTE:
THE BACKFILL SHALL EXTEND THREE FEET BEYOND THE EDGE OF EXISTING PAVEMENT.

TYPICAL TRENCH DETAIL

NOT TO SCALE

FILENAME: F:\DATA\SUB\WESLACO\SAN JACINTO No. 7\SEWER			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
5-18-10	M.G.		
DATE REVISED		CHECKED BY	APPROVED BY
5-20-2010	L.G.		

JOB NO.	
DATE	MAY 6, 2010
REVISION	5-20-2010
SCALE	1" = 100'
DRAWN BY	M.G.-L.G.
SHEET	

SAN JACINTO ESTATES No. 7
SANITARY SEWER LAYOUT

10-12-10

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
QUINTANILLAHEADLEY@SBCGLOBAL.NET

REVISED JANUARY 2007

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the _____day of _____, 2010 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

United Contracting, Inc.

_____ hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of _____ P.V.C. material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

San Jacinto Estates No. 7: The proposed 12" Sanitary Sewer will begin at the Southeast corner of Mile 10 North Road and Mile 4 West Road. It will then run west along the South side of Mile 10 North Road within existing Right of Way for a distance of 2,175.0 Feet. Crossing on Mile 4 West Road will be done by open cut.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 12" Sanitary Sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct,

reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road

as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 2010 .

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Nemecio Sanchez, President of Permittee, United Contracting, Inc.
(Printed Name of Agent) (Company Name)
4616 n. Conway Ave., Mission,Texas 78573 Suite A Phone (956) 519-3246 Fax (956) 581-6883
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and assigns.

WITNESS my hand this the 14th Day of October, 2010 .

BY: N. Sanchez
Signature
President
Title

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared RENE RAMIREZ, County Judge of Hidalgo County, Texas and A.C. CUELLAR, HECTOR PALACIOS, JOE M. FLORES and OSCAR L. GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2010.

_____
Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Nemecio Sanchez, Agent of United Contracting, Inc. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said United Contracting, Inc. a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of October, 2010.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2013

Neyda Ramirez
Notary Public, State of Texas

My Commission Expires: 3/17/2013

END
MAIN


SOLARES DE
VENTA

AI-23605 **24.B.**

Approval of Earnest Money Contract- Luis Martinez Zetina and wife Rosa Maria Martinez

CC REGULAR

Date:	10/26/2010
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Requesting approval of an "order" of exemption from competitive bidding requirements, under Texas Local Government Code 262.024 (a) (6), ...any land or right of way;

2. Authorization for County Judge to execute Earnest Money Contract between the County of Hidalgo and Luis Martinez Zetina and wife Rosa Maria Martinez with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check in the amount of $1,000.00 to Valley Land and Title Company (Escrow Agent) as Earnest Money Deposit.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-452-00-122-008-0-719

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

BUDGETARY IMPACT:

Available balance of $12,500.00 as of 10/21/10. Additional funds pending Intradepartmental Transfer (Refer to AI 23614).

Attachments

Link: Martinez

Link: Lot 30

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 11:15 AM	APRV
2	Olga Garza	Olga Garza	10/21/2010 04:27 PM	APRV
3	Auditor's Office	Linda Fong	10/22/2010 10:22 AM	APRV
4	Dina Trevino	Sylvia Solis	10/22/2010 10:26 AM	APRV
5	Olga Garza	Olga Garza	10/22/2010 11:21 AM	APRV
6	Linda Fong	Linda Fong	10/22/2010 01:32 PM	APRV
7	Purchasing Department	Marty Salazar	10/22/2010 02:01 PM	APRV

Form Started By: Sandra Garcia

Started On: 10/21/2010 09:48 AM

Final Approval Date: 10/22/2010

EARNEST MONEY CONTRACT

Seller:	Luis Martinez Zetina and wife Rosa Maria Martinez
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Thirty Thousand Dollars ($30,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

H. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

I. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all

of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

ARTICLE V

SURVEY

Within forty-five (45) days from the Effective Date, PURCHASER, at its sole cost and expense, shall obtain and deliver one (1) copy to OWNER and one (1) copy to the Title Company of a current minimum standard detail requirements for land title surveys (the "Survey") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit "A". The Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone"). The Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If the Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within thirty (30) days from the date of PURCHASER'S receipt of the Survey. Upon the expiration of said (30) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted Exceptions on the owner policy of title insurance required of Owner under this Option. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Option Contract, in which event all Option Payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of twenty (20) business days following the date of receipt by Purchaser of the Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI

CLOSING

7.1 Closing shall be held within thirty (30) days following the date of the earnest money deposit at the office of Valley Land and Title Co., Edinburg, Texas at the time as may be agreed upon by the parties.

7.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII

ADJUSTMENTS AND EXPENSES

8.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

8.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and closing attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates, and all other expenses of Closing shall be paid by Purchaser.

ARTICLE VIII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

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ARTICLE X

LIENS AND TAXES

12.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

12.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XI

ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XII

SURVIVAL

14.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIII

MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

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

15.5 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

15.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

15.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

15.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the

default.

15.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

15.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

15.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article X. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

15.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

15.14 If Seller has not executed and delivered this Earnest Money Contract to Buyer on or before _____, 2009 Buyer's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the _____ day of _____, 2010 (the "Effective Date").

SELLER:

By: _____
Luis Martinez Zetina

_____
Rosa Maria Martinez

PURCHASER:

_____
By: Rene Ramirez
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2010 at _____, _____.M.

ESCROW AGENT:

VALLEY LAND AND TITLE CO.

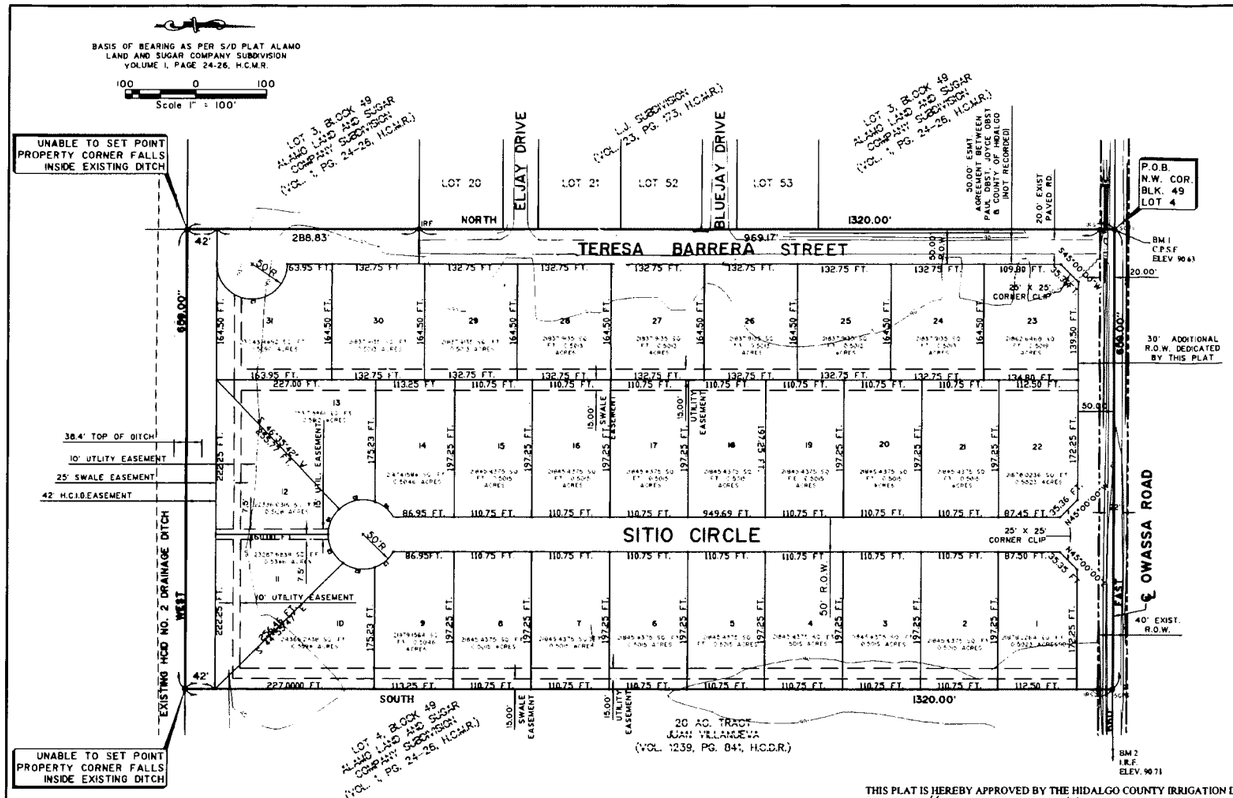
By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile



GENERAL PLAT NOTES AND RESTRICTIONS

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "C" AREAS DETERMINED TO HAVE MINIMAL FLOODING COMMUNITY NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

COMMUNITY NO. 480334 0425 C EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES THE AREA TO HAVE MINIMAL FLOODING.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET SITIO CIRCLE.
25.00 FEET COUNTY ROAD.
REAR: MINIMUM OF 15.00 FEET OR EASEMENT WHICH EVER IS GREATER
SIDE: MINIMUM OF 6.00 FEET FROM SIDE PROPERTY LINES.
CORNER SIDE: MINIMUM O F 15.00 FEET FROM SIDE PROPERTY LINES.

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, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF SITIO CIRCLE FOR LOTS 1 THROUGH 22, AND 18" ABOVE CENTERLINE OF THE COUNTY ROAD FOR LOTS 23 THROUGH 31. OR 12" ABOVE NATURAL GROUND WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION 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 - C.P.S.F. ELEV.= 90.63 -NAVD88 DATUM
B.M. NO. 2 - I.R.F. ELEV.=90.71 (660' EAST OF NORTHEAST PROPERTY CORNER ON CENTERLINE OF OWASSA ROAD) - NAVD88 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 2.8010 CUBIC-FEET (0.643 ACRE-FEET) OF STORM WATER RUNOFF.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.

8. 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 SUBDIVIDER 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 EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER WILL VERIFY 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.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. PAUL OBST, THE OWNER & SUBDIVIDER OF SITIO OWASSA, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

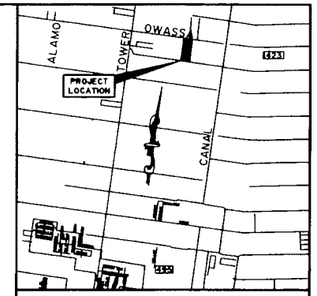
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

FINAL APP: Hidalgo County Health Dept. 12/20/05

12. 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.

13. 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.

14. AN OFF-STREET PARKING LOT SITEPLAN SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION.



PREPARED BY:
PCE
800 Dallas Ave. McAllen, Texas 78501
(956) 631-4482 Fax (956) 682-1545

DATE PREPARED 3-28-04
DATE SURVEYED 12-19-03

SUBDIVISION PLAT

SITIO OWASSA SUBDIVISION
BEING A 19.97 ACRE TRACT OF LAND BEING OF LOT 4 OUT OF BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION HIDALGO COUNTY, TEXAS VOLUME 1, PAGES 24-26 H.C.M.R.

PLAT SHEET 1 OF 3

SITIO OWASSA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 2 IN CENTRAL HIDALGO COUNTY AT 0.25 MILES EAST OF TOWER ROAD ON THE SOUTH SIDE OF OWASSA ROAD. NEARBY MUNICIPALITY IS THE CITY OF ALAMO (POPULATION 14,760). SITIO OWASSA SUBDIVISION LIES APPROXIMATELY 1.75 MILES NORTH FROM THE CITY LIMITS AND IS NOT WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION (ETJ). AS PER LOCAL GOVERNMENT CODE 42.021

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 19.97 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 4, BLOCK 49, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGES 24-26, H.C.M.R., AND SAID 19.97 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING ON A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF SAID LOT 4 AND THE CENTERLINE OF OWASSA ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, EAST, ALONG THE NORTH LINE OF SAID LOT 4 AND THE CENTERLINE OF SAID OWASSA ROAD, A DISTANCE OF 659.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF A 20.00 ACRE TRACT DEEDED TO JUAN VILLANUEVA RECORDED IN VOLUME 1239, PAGE 841, H.C.D.R., FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH, ALONG THE WEST LINE OF SAID 20.0 ACRE TRACT AT A DISTANCE OF 20.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OWASSA ROAD, AT A DISTANCE OF 1278.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE NORTH RIGHT-OF-WAY LINE OF A 84 FOOT DRAINAGE EASEMENT CLAIM BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, RECORDED IN VOLUME 19, PAGE 201, H.C.D.R., AND CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE SOUTH LINE OF SAID LOT 4, FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE, WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 659.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH, ALONG THE WEST LINE OF SAID LOT 4, AT A DISTANCE OF 42 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID DRAINAGE EASEMENT, AT A DISTANCE OF 330.83 FEET PASS THE SOUTHEAST CORNER OF SAID L. J. SUBDIVISION RECORDED IN VOLUME 23, PAGE 173, H.C.M.R., AND THE SOUTHWEST CORNER OF A 50.00 FOOT EASEMENT AGREEMENT BETWEEN PAUL OBST, JOYCE OBST AND COUNTY OF HIDALGO (NOT RECORDED), AT A DISTANCE OF 1300.00 FEET PASS A ½" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID OWASSA ROAD, CONTINUING A TOTAL A DISTANCE OF 1320.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 19.97 ACRES OF LAND OF WHICH 0.30 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF SAID OWASSA ROAD, AND 0.75 OF ONE ACRE LIES IN SAID DRAINAGE EASEMENT, LEAVING A NET OF 18.92 ACRES OF LAND, MORE OR LESS.

BEARING BASIS AS PER **ALAMO LAND AND SUGAR COMPANY SUBDIVISION**, RECORDED IN VOLUME 1, PAGE 24-26, H.C.D.R.

CONTROL POINT SET (C.P.S.)
PUBLIC UTILITY & DRAINAGE EASEMENT
EXISTING 1 FT. CONTOURS

CURVE DATA FOR LOTS 9-14 & LOT 31

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	TANGENT
C1	40°07'23"	50.00	35.01	34.30	18.26
C2	54°32'03"	50.00	47.59	45.81	25.77
C3	55°20'34"	50.00	48.30	46.44	26.22
C4	46°46'19"	50.00	40.82	39.69	21.62
C5	63°06'18"	50.00	55.07	52.33	30.70
C6	40°07'23"	50.00	35.01	34.30	18.26
C7	180°00'00"	50.00	157.08	180.00	0.00

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, PAUL OBST, AS OWNER(S) OF THE 19.97 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SITIO OWASSA SUBDIVISION , HEREBY THE LAND AS DEFICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

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 THE 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

PAUL OBST — DATE 9-26-05

ADDRESS:
1520 N. 907 ALAMO, TEXAS 78516

STATE OF TEXAS COUNTY OF HIDALGO BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Paul Obst KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th DAY OF September 2005

Monique Fuentes — MONIQUE FUENTES Notary Public, State of Texas My Commission Expires July 09, 2009

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SITIO OWASSA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

HIDALGO COUNTY JUDGE — DATE 12/1/05

ATTEST Eddy Trevino — HIDALGO COUNTY CLERK — DATE 12/1/05

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ON _____, AND WAS RECORDED IN BLOCK _____, SHEET(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK _____ ON

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE 6th DAY OF October 2005

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAYS

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2
PRESIDENT
DATE: 12/4/05

ATTEST: Bert Fortenberry
SECRETARY
DATE: 12/4/05

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

BY: _____ 12/7/05
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

STATE OF TEXAS
COUNTY OF HIDALGO

I, J. DAVID PEREZ, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

J. DAVID PEREZ, P.E.
LICENSED PROFESSIONAL ENGINEER No. 89429
PEREZ CONSULTING ENGINEERS
808 DALLAS AVE. MCALLEN, TEXAS 78501

DATE: 9-21-05

J. DAVID PEREZ 89429 LICENSED PROFESSIONAL ENGINEER 9-21-05

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID PEREZ P.E. NO. 89429 ON SEP. 21 2005. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION OF THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS, AND STREETS OF SITIO OWASSA SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON FEBRUARY 11, 2002.

CARLOS VASQUEZ, R.P.L.S.
LICENSED PROFESSIONAL LAND SURVEYOR
CVQ LAND SURVEYORS
517 BEAUMONT AVE., MCALLEN, TX 78501

DATE: 9/21/05

CARLOS VASQUEZ 4781 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

FILED FOR RECORD IN:
HIDALGO COUNTY
BY [redacted] Eddy Trevino
COUNTY CLERK
ON: 11:05 AT 3:53 AM/PM
AS A RECORDING NUMBER 1537165
BY [redacted] DEPUTY

Recorded in Volume 49 Page 46 of the map records of Hidalgo County, Texas
[redacted] Eddy Trevino
County Clerk

PRINCIPAL CONTACTS:

OWNER:
PAUL OBST
1520 N. 907
ALAMO, TEXAS 78516
PH: 956-789-6262

ENGINEER:
J. DAVID PEREZ, P.E.
808 DALLAS AVE.
MCALLEN, TEXAS 78501
PH: 956-631-4482

SURVEYOR:
CARLOS VASQUEZ, R.P.L.S.
517 BEAUMONT AVE.
MCALLEN, TEXAS 78501
PH: 956-618-1551

NO.	SHEET	REVISION	DATE	APPROVED

INDEX TO SHEET OF SITIO OWASSA SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.I.D. NO. 1 CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES;
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; PLAT NOTES AND RESTRICTIONS IN SPANISH; TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION;
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION; VALLEY GUTTER SECTION.

Acad Rel 16.2s (LMS Tech) User: mm
Sep 22, 2005 11:48AM - U:\50-PSLT\H\09503\2\DESIGN\DWG\PLAT\09503PLOT.dwg Lyt: Layout1
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AI-23602 **25.A.**

Pct #3 Rd Improvement Silver Spur Rd.

CC REGULAR

Date: 10/26/2010

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Discussion and approval of accepting participation from Mr. Antonio Mercado, All Seasons Trade Center, in the amount of $34,551.10 for the road improvement of Silver Spur Rd. from Expressway 83 south 2,010 LF.

2. Discussion and approval of accepting participation from Mr. Rick Martin, DBA Martin Home Builders, Inc., in the amount of $58,277.30 for the road improvement of Silver Spur Rd. from Business 83 north 3,400 LF.

BACKGROUND

Precinct #3 will provide labor and equipment.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact; Precinct #3 will be responsible for labor & equipment.

Attachments

Link: Copy of Check/Map/Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/21/2010 08:50 AM	APRV
2	Perla Lopez	Perla Lopez	10/22/2010 03:48 PM	APRV
3	Auditor's Office		10/22/2010 05:15 PM	NEW

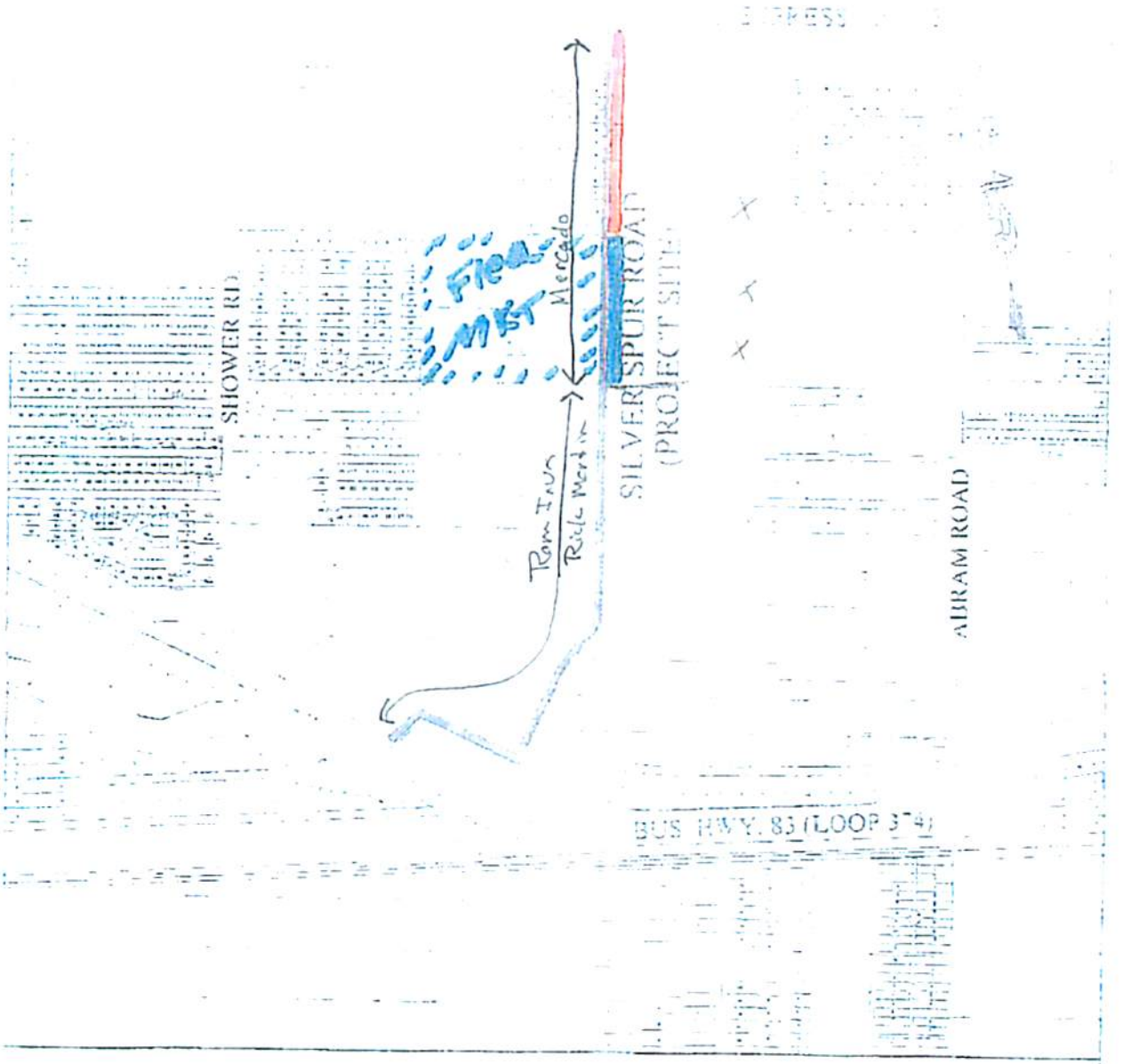
Form Started By: Norma Ceballos — Started On: 10/20/2010 04:43 PM

Final Approval Date: 10/22/2010

34551.10 - Mercado

~~$ 19,960.95~~ — $ 14,610.15

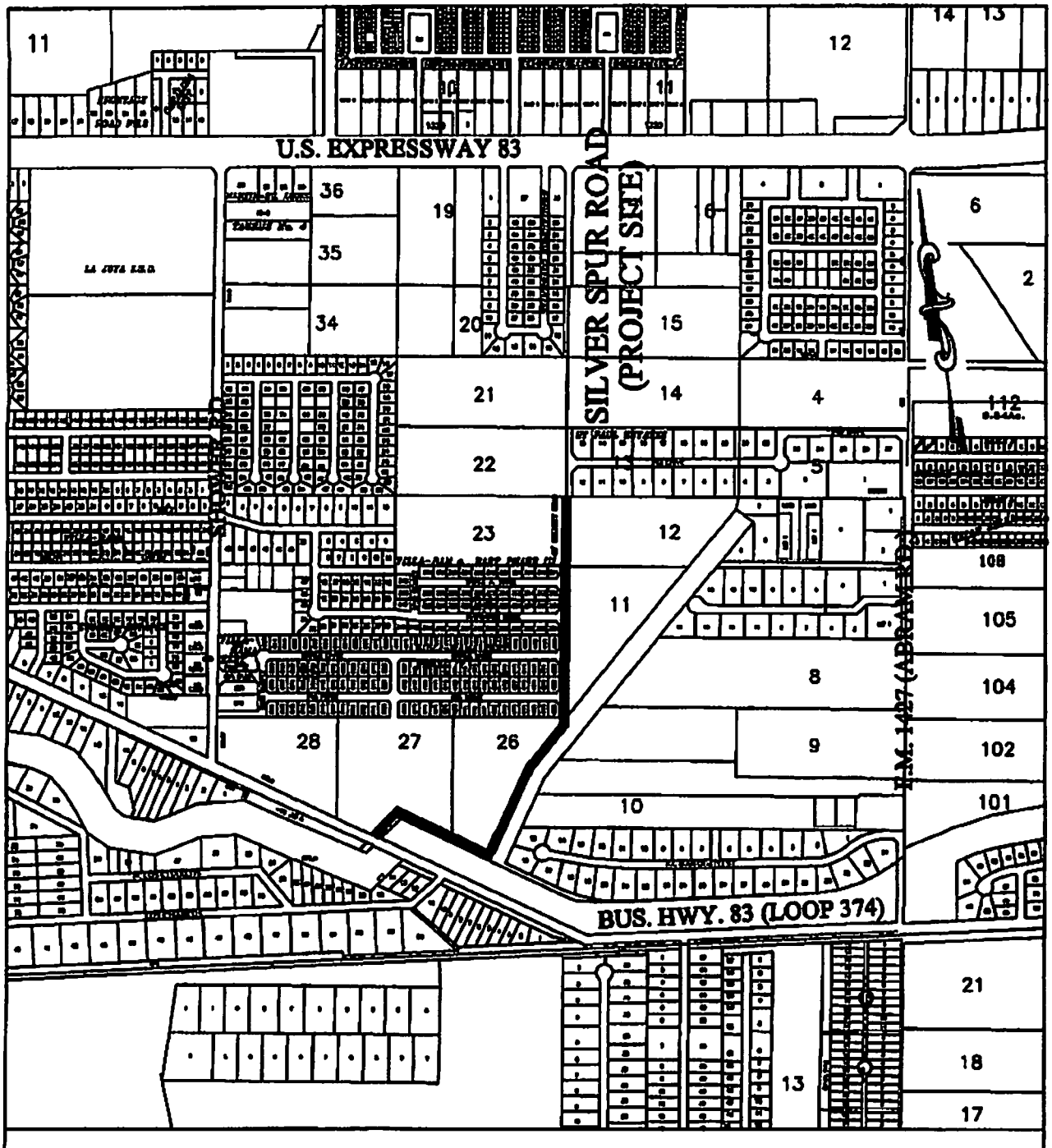
Area will be paid by the Mercado



LAWLER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
[illegible] COVE AVENUE, MCALLEN, TEXAS 7850[illegible]
PHONE (956) 682-1502

Mr. Mercado - 2010 LF - South from Expressway 83 — $34,551.10

Mr. Martin - 3400 LF - Bus 83 N. 5400 LF — $58,377.30



JAVIER HINOJOSA ENGINEERING

CONSULTING ENGINEERS

416 E. DOVE AVENUE McALLEN, TEXAS 78504

PHONE (956) 668-1588

RAM INVESTMENTS

DBA MARTIN HOME BUILDERS, INC.
7208 W. EXPRESSWAY 83
MISSION, TX 78572
(956) 585-0531

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

7503

10/18/2010

PAY TO THE ORDER OF HIDALGO COUNTY $ **58,277.30

Fifty-Eight Thousand Two Hundred Seventy-Seven and 30/100********** DOLLARS

HIDALGO COUNTY

contribution silver spur

⑈007503⑈ ⑆114915272⑆ 31 1729 4⑈

ALL SEASONS TRADE CENTER LLC
PO BOX 3154 956-581-8410
MISSION, TX 78573

2351

10/19/10
Date

Pay to the Order of County of Hidalgo $ 34,551.10

Thirty-four Thousand five hundred fifty-one and 10/100

BBVA Compass Compass Bank Mission, TX

For Silver Spur

⑆113010547⑆ 0051135477⑈ 2351

- VILLA-RAMA EAST SUB.
- RAMMAR STORAGE UNITS
- VALLEY WEST PLAZA
- VALLEY WEST LAUNDROMAT
- (956) 585-0553

RAM INVESTMENTS

- FUTURE CABLE VISION
- VILLA RAMA SUBDIVISION
- GOLF VIEW ESTATES SUB. LOCATED WITHIN
- MARTIN VALLEY RANCHES

7208 West Exp. 83 • Mission, TX 78572-9526
Phone (956) 585-0531 • Fax (956) 585-0563 • Mobile (956) 802-2172

HIDALGO COUNTY

Contribution for Silver Spur Road east of Villa Rama East Subdivision total price $58,277.30

This construction is giving with the understanding that I have got authority to review the plans prior to construction and submit my request for any changes if I feel changes are needed. The monies will be to put in Silver Spur Road from Business 83 to north edge of block 23 in St Louis Groves. According to Master Plan I will need the County to create 7 entrances on the County Road, according to the master plan.

Have Javier Hinojosa engineering contact my cell phone 956-802-2172 to pick up plans for review.

Please allow me 10 days to review plan and submit my suggestions and produce final set up plans for County to start construction.

Thank you

Rick Martin
Dba Villa-Rama East Sudivision

AI-23646 **26.A.**

Travel Policy

CC REGULAR

Date:	10/26/2010
Submitted By:	Olga Garza, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
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

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

Link: Travel Policy Guidelines & Procedures

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/22/2010 04:32 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/22/2010 04:44 PM	APRV
3	Auditor's Office		10/22/2010 05:15 PM	NEW
Form Started By: Olga Garza			Started On: 10/22/2010 04:25 PM	
Final Approval Date: 10/22/2010				

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 October 26, 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. Receive and issue official County receipt for reimbursements received from hotel for any excess amount paid related to lodging rate and/or taxes.

8. 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. Provide notice to the County Auditor's Office – Accounts Payable Section that deduction was made for item number 8 above.

10. 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-23632 **27.A.4.**

Rescind award of Bat Guano Removal for Old Admin Bldg

CC REGULAR

Date:	10/26/2010
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting rescission of action taken by CC 2-02-10 on Agenda Item AI-19669- for: "Hidalgo County -Asbestos Abatement Services with an Option for Bat Guano Removal for the Hidalgo County Old Administration Buildng" inasmuch as awarded vendor failed to provide & comply with Hidalgo County Insurance Requirements.

BACKGROUND

Will seek a proposal from an awarded Co-op and/or TX-MAS vendor for the Bat Guano Assessment and Removal.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

CO,2006-ADM BLDG-100 E CANO-BLDG ADD&REN---available funds as of 10/22/10.00 rc

Attachments

Link: Award Agenda

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 02:07 PM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 02:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2010 02:49 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	PEND

Form Started By: Moises Salazar Started On: 10/22/2010 11:40 AM

Final Approval Date: 10/22/2010

24.

Purchasing Department - Marty Salazar:
NOTES:
1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.
2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**

NTR

Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

NTR

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-19679**

Approved

A. Requesting exemption from competitive bidding requirements under Tx. Local Government Code, Chapter 262, Section .024 (a) (3)-"an item necessary because of unforeseen damage to public property", and (7)-"an item that can be obtained from only one source, including":(D)-"captive replacement parts or components for equipment;" and (11) "vehicle and equipment repairs";

Approved

B. Requesting authority to purchase repairs only (excludes maintenance for vehicles or equipment) for County-owned vehicles and equipment from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to extend through December 31, 2010;

Approved

C. Requesting authority to purchase parts for County-owned heavy equipment and machinery from the vendors identified and detailed revised list attached hereto through the established and approved procedures for the requisition and purchase order process with said authority to purchase through December 31, 2010.

5. **AI-19669**

Approved

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building"-Bid No. 2009-071D-11-04-MSS.

6. **AI-19612**

Approved

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Engineering Services;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Hidalgo County's J-09- Project;

1st. L&G ;2nd. TEDSI ;3rd. S&B ;

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of TEDSI for the provision of Engineering Services related to and in connection with Hidalgo County's J-09- Project.

AI-19669 **24.A.5.**

Hidalgo County Old Administration Building -Asbestos Abatement with the option of Bat Guano Removal -Bid Award and Approval of Contract

CC REGULAR

Date: 02/02/2010
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Asbestos Abatement Services with an option for Bat Guano Removal for Hidalgo County Old Administration Building"-Bid No. 2009-071D-11-04-MSS.

BACKGROUND

Award Recommendation for:
Planet Air Solutions ($2,500.00) for Bat Guano Removal (Phase 1-Assessment).
R.L. Abatement ($39,800.00) for Asbestos Abatement Services.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-419-00-115-073-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Old Administration Building Renovations
Available funding pending funding roll-over. rc

Attachments

Link: Award Recommendation
Link: Tabulation
Link: Asbestos Abatement
Link: Bat Guano Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/28/2010 12:57 PM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 01:03 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/29/2010 05:04 PM	APRV
4	Auditor's Office		01/29/2010 05:25 PM	NEW

Form Started By: Moises Salazar Started On: 01/27/2010 04:35 PM
Final Approval Date: 01/29/2010

AI-23613 **27.A.5.**

Invoice Payment-Beck Disaster Recovery Services

CC REGULAR

Date:	10/26/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of request for payment of Invoice #0119083 in the amount of $59,045.50 for labor services for the period of July 1, 2010 thru July 16, 2010 for monitoring and program management services submitted by Beck Disaster Recovery Services, contracted consultant, in connection with services rendered due to TS/Hurricane Alex related flooding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-350

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

BUDGETARY IMPACT:

$100,000.00 available funding in p.o.#642672 as of 10/22/10.rc

Attachments

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 11:35 AM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:04 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2010 02:39 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	PEND

Form Started By: Vangie Garcia Started On: 10/21/2010 11:49 AM

Final Approval Date: 10/22/2010

BDR
An SAIC Company

Attn: Martha Salazar, Purchasing Agent
Hidalgo County Department of Budget & Management
2802 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539

July 29, 2010
Project No: 13-10013-10125
Invoice No: 0119083

Project 13-10013-10125 HIDALGO COUNTY, TX: VAC TRUCKS

Professional Services Ending July 16, 2010

Fee	**59,045.50**
07/01 - 16/10	
INVOICE TOTAL	**$59,045.50**

Net

RECEIVED BY COUNTY AUDITOR 2010 SEP 2 PM 3:50

0-1100-415-00-115-082-0[illegible]350
P.O.# 642672

INVOICE RECEIVED BY: [illegible] ON 9/01/10
GOODS/SERVICES RECEIVED BY: Hidalgo ON 7/1-16/10

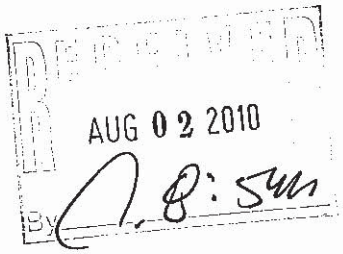
Raul Delgado 9/02/2010

2301 Lucien Way, Suite 120 Maitland, FL 32751
Phone(321) 441-8500 Fax(321) 441-8501 www.beckdr.com

BDR
An SAIC Company

July 29, 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 1st thru July 16th, 2010 for monitoring and 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

BDR An SAIC Company Project Actuals Summary – Invoice Backup (1 of 3)

Date Range: 7/1/2010 - 7/16/2010
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	1	$60.00	$60.00
Collection Monitor	$40.00	759.5	$30,380.00	$30,380.00
Data Manager	$65.00	14	$910.00	$910.00
Deputy Project Manager	$75.00	26	$1,950.00	$1,950.00
Field Supervisor	$65.00	118	$7,670.00	$7,670.00
GIS Operator	$78.00	1	$78.00	$78.00
Load Ticket Data Entry Clerk	$35.00	9	$315.00	$315.00
Project Coordinator	$35.00	160.5	$5,617.50	$5,617.50
Project Manager	$95.00	127	$12,065.00	$12,065.00
Totals for 13-10013-10125 — Hidalgo County, TX; VAC Trucks:		1,216	$59,045.50	$59,045.50
Totals for Hidalgo County, TX:		1,216	$59,045.50	$59,045.50
Grand Totals:		1,216	$59,045.50	$59,045.50

BDR An SAIC Company — Project Actuals Summary – Invoice Backup (2 of 3)

Date Range: 7/1/2010 - 7/16/2010
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	1	$60.00	$60.00
	Totals for Billing/Invoice Analyst:		1	$60.00	$60.00
Collection Monitor	BECERRA, FRANCISCO	$40.00	70.5	$2,820.00	$2,820.00
	CARRILLO, JESUS ANGEL	$40.00	62	$2,480.00	$2,480.00
	CARRILLO JR., JUAN A.	$40.00	48.5	$1,940.00	$1,940.00
	DUQUE, PAULA	$40.00	1.5	$60.00	$60.00
	GARZA, ERASMO	$40.00	13	$520.00	$520.00
	GONZALES, ELIZABETH V.	$40.00	37.5	$1,500.00	$1,500.00
	IVEY, ANA MARIA	$40.00	42	$1,680.00	$1,680.00
	MARTINEZ, JUANITA	$40.00	71	$2,840.00	$2,840.00
	PALOMIN, GREGORIO	$40.00	81	$3,240.00	$3,240.00
	PENA, JOEL JR	$40.00	76	$3,040.00	$3,040.00
	PERALES, RUBEN	$40.00	57.5	$2,300.00	$2,300.00
	PERALES III, RUBEN	$40.00	58.5	$2,340.00	$2,340.00
	RODRIGUEZ, JOSE X.	$40.00	21.5	$860.00	$860.00
	VERA JR., ALBERTO	$40.00	80	$3,200.00	$3,200.00
	VILLAVICENCIO IBARRA, OMAR	$40.00	39	$1,560.00	$1,560.00
	Totals for Collection Monitor:		759.5	$30,380.00	$30,380.00
Data Manager	YAO, OLIVER J.	$65.00	14	$910.00	$910.00
	Totals for Data Manager:		14	$910.00	$910.00
Deputy Project Manager	WALL, THOMAS A.	$75.00	26	$1,950.00	$1,950.00
	Totals for Deputy Project Manager:		26	$1,950.00	$1,950.00
Field Supervisor	THOMAS, COREY	$65.00	118	$7,670.00	$7,670.00
	Totals for Field Supervisor:		118	$7,670.00	$7,670.00
GIS Operator	HARRISON, ERIC E.	$78.00	1	$78.00	$78.00
	Totals for GIS Operator:		1	$78.00	$78.00
Load Ticket Data Entry Clerk	MARTINEZ, JUANITA	$35.00	9	$315.00	$315.00
	Totals for Load Ticket Data Entry Clerk:		9	$315.00	$315.00
Project Coordinator	ARMSTRONG, LORRAINE	$35.00	4.5	$157.50	$157.50
	GONZALES, ELIZABETH V.	$35.00	23	$805.00	$805.00
	GUM, STACY L.	$35.00	1	$35.00	$35.00
	IVEY, ANA MARIA	$35.00	18	$630.00	$630.00
	MARTINEZ, JUANITA	$35.00	5	$175.00	$175.00
	MODZELEWSKI, LAURA B.	$35.00	5	$175.00	$175.00
	OWENS, LYDIA	$35.00	10	$350.00	$350.00
	TURNER, LAUREN	$35.00	94	$3,290.00	$3,290.00
	Totals for Project Coordinator:		160.5	$5,617.50	$5,617.50
Project Manager	BURI, JOHN	$95.00	8	$760.00	$760.00
	IVEY, PHIL A.	$95.00	119	$11,305.00	$11,305.00
	Totals for Project Manager:		127	$12,065.00	$12,065.00
Totals for 13-10013-10125 — Hidalgo County, TX; VAC Trucks:			1,216	$59,045.50	$59,045.50
Totals for Hidalgo County, TX:			1,216	$59,045.50	$59,045.50
Grand Totals:			1,216	$59,045.50	$59,045.50

BDR People Periodic Daily Actuals – Invoice Backup (3 of 3)

Date Range: 7/1/2010 - 7/16/2010
Including Pending Adjustments
Including Adjustments using Worked Date within range
Showing Hours
Reporting on Billable Charges

Person Organization: BDR ADP Employees

Person	Labor Category	Project	Thu Jul-01	Fri Jul-02	Sat Jul-03	Sun Jul-04	Mon Jul-05	Tue Jul-06	Wed Jul-07	Thu Jul-08	Fri Jul-09	Sat Jul-10	Sun Jul-11	Mon Jul-12	Tue Jul-13	Wed Jul-14	Thu Jul-15	Fri Jul-16	Total	Bill Rate	Amount
BECERRA, FRANCISCO	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	5.00	3.50	17.00	10.50	13.00	13.00	8.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.50	$40.00	$2,820.00
CARRILLO, JESUS ANGEL	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	14.00	10.50	15.00	12.00	10.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62.00	$40.00	$2,480.00
CARRILLO JR., JUAN A.	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	14.00	10.00	15.00	9.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.50	$40.00	$1,940.00
DUQUE, PAULA	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	$40.00	$60.00
GARZA, ERASMO	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	4.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00	$40.00	$520.00
IVEY, ANA MARIA	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	3.00	12.00	14.50	12.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.00	$40.00	$1,680.00
	Project Coordinator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	5.00	0.00	0.00	4.00	0.00	0.00	0.00	18.00	$35.00	$630.00
MARTINEZ, JUANITA	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	8.00	15.00	10.00	13.00	18.00	7.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71.00	$40.00	$2,840.00
	Load Ticket Data Entry Clerk	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	$35.00	$315.00
	Project Coordinator	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	5.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$35.00	$175.00
PALOMIN, GREGORIO	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	15.00	14.50	15.50	12.50	12.50	11.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81.00	$40.00	$3,240.00
PENA, JOEL JR	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	5.00	13.00	19.00	5.00	13.50	12.00	8.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.00	$40.00	$3,040.00
PERALES, RUBEN	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	2.00	10.50	15.50	12.50	11.50	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	57.50	$40.00	$2,300.00
PERALES III, RUBEN	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	2.00	10.50	15.50	12.50	12.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.50	$40.00	$2,340.00
RODRIGUEZ, JOSE X.	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	1.00	12.50	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.50	$40.00	$860.00
VERA JR., ALBERTO	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	14.50	17.50	18.00	12.00	12.50	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	$40.00	$3,200.00
VILLAVICENCIO IBARRA, OMAR	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	5.50	12.00	12.50	9.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.00	$40.00	$1,560.00
		Totals for BDR ADP Employees:	0.00	10.00	61.00	144.50	131.50	148.50	147.00	79.50	18.00	10.00	0.00	0.00	4.00	0.00	0.00	0.00	754.00		$30,000.00

Person Organization: BDR Vision Employees

Person	Labor Category	Project	Thu Jul-01	Fri Jul-02	Sat Jul-03	Sun Jul-04	Mon Jul-05	Tue Jul-06	Wed Jul-07	Thu Jul-08	Fri Jul-09	Sat Jul-10	Sun Jul-11	Mon Jul-12	Tue Jul-13	Wed Jul-14	Thu Jul-15	Fri Jul-16	Total	Bill Rate	Amount
ARMSTRONG, LORRAINE	Project Coordinator	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	1.00	1.00	0.50	0.50	1.50	4.50	$35.00	$157.50
BURI, JOHN	Project Manager	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	2.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	$95.00	$760.00
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	0.00	0.00	1.00	0.00	1.00	$60.00	$60.00
GONZALES, ELIZABETH V.	Collection Monitor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	15.00	0.00	11.00	11.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	37.50	$40.00	$1,500.00
	Project Coordinator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	0.00	9.00	14.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.00	$35.00	$805.00
GUM, STACY L.	Project Coordinator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	$35.00	$35.00
HARRISON, ERIC E.	GIS Operator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	$78.00	$78.00
IVEY, PHIL A.	Project Manager	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	18.00	16.00	16.00	15.00	14.00	16.00	8.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	119.00	$95.00	$11,305.00
MODZELEWSKI, LAURA B.	Project Coordinator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	2.00	1.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	$35.00	$175.00
OWENS, LYDIA	Project Coordinator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	0.00	0.50	0.50	2.00	1.00	0.00	0.00	4.00	2.00	0.00	0.00	0.00	10.00	$35.00	$350.00
THOMAS, COREY	Field Supervisor	13-10013-10125 — Hidalgo County, TX; VAC Trucks	6.00	12.00	16.00	18.00	16.00	16.00	16.00	10.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118.00	$65.00	$7,670.00
TURNER, LAUREN	Project Coordinator	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	11.00	14.00	14.00	12.00	11.00	12.00	12.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	94.00	$35.00	$3,290.00
WALL, THOMAS A.	Deputy Project Manager	13-10013-10125 — Hidalgo County, TX; VAC Trucks	2.00	6.00	12.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	$75.00	$1,950.00
YAO, OLIVER J.	Data Manager	13-10013-10125 — Hidalgo County, TX; VAC Trucks	0.00	0.00	0.00	0.00	1.00	1.00	4.00	4.00	2.00	0.00	0.00	1.00	1.00	0.00	0.00	0.00	14.00	$65.00	$910.00
		Totals for BDR Vision Employees:	8.00	29.00	75.00	54.00	57.00	59.00	59.50	62.00	29.00	0.00	0.00	14.00	12.00	0.50	1.50	1.50	462.00		$29,045.50
		Grand Totals:	8.00	39.00	136.00	198.50	188.50	207.50	206.50	141.50	47.00	10.00	0.00	14.00	16.00	0.50	1.50	1.50	1,216.00		$59,045.50

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Palomin	**FIRST:** Gregorio	**EMPLOYEE #:** B 110 645
ADDRESS: Davis St Lot 46		
CITY: Mission	**STATE:** TX	**ZIP:** 78574
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:00 AM	12:00 AM	1.00	✓ 15.00	✓ 0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	5:00 AM		✓ 5.00	0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	6:30 PM	0.50	✓ 9.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	3:30 AM	8:00 PM	1.00	✓ 15.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	10:00 PM	1.00	✓ 12.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	10:00 PM	1.00	✓ 12.50	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	8:00 PM	0.50	✓ 11.00	✓ 0	0	0		
						TOTAL HOURS	**81.00**	✓ **TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE Gregorio Palomin

PROJECT MANAGER SIGNATURE 04383

NOTES/COMMENTS Last Day 07/08/2010
Very Good Employee would rehire ☺

AUDIT 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Vera Jr.	**FIRST:** Albert	**EMPLOYEE #:** B 110 644
ADDRESS: 1027 Fortuna Drive		
CITY: Mission	**STATE:** TX	**ZIP:** 78572
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:00 AM	11:30 PM	1.00	✓ 14.50	✓ 0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	3:30 AM	10:00 PM	1.00	✓ 17.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	1:00 AM		✓ 1.00	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	3:30 AM	9:30 PM	1.00	✓ 17.00	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	9:30 PM	1.00	✓ 12.00	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	10:00 PM	1.00	✓ 12.50	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	2:00 PM		✓ 5.50	✓ 0	0	0		
						TOTAL HOURS	**80.00**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE Phil Cash 04393

NOTES/COMMENTS Signature on File, Last Day 07/08/2010
Very Good Employee would rehire

AUDIT 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Pena Jr.	**FIRST:** Joel	**EMPLOYEE #:** B 110 642
ADDRESS: 107 X Tower/Jo Dln		
CITY: Edinberg	**STATE:** TX	**ZIP:** 78539
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	10:00 AM	12:00 AM	1.00	✓ 13.00	✓ 0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	4:30 AM		✓ 4.50	✓ 19 0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	12:00 AM	1.00	✓ 14.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	12:30 AM		✓ 0.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	7:30 PM	12:00 AM		✓ 4.50	✓ 5 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	9:30 AM	0.50	✓ 9.00	✓ 135 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	7:30 PM	12:00 AM		✓ 4.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	✓ 9.50	✓ 112 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	9:00 PM	12:00 AM	0.50	✓ 2.50	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	9:00 AM	0.50	✓ 8.50	✓ 0	0	0		
						TOTAL HOURS	**71.00**	**✓TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE Joel Pena

PROJECT MANAGER SIGNATURE 04393

NOTES/COMMENTS Last Day 07/08/2010
Very Good Employee Would rehire: Ⓨ

AUDIT 7/14/10

BDR
An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Ivey	**FIRST:** Ana	**EMPLOYEE #:** B 110 261
ADDRESS: 207 Ruth Street		
CITY: Pensacola	**STATE:** FL	**ZIP:** 32507
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor Project Coordinator

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	5:00 PM	8:00 PM		✓ 3.00	✓ 0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	10:00 AM	12:00 AM	2.00	✓ 12.00	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	3:00 AM		✓ 3.00	1450	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:00 AM	8:30 PM	1.00	✓ 11.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	10:00 PM	1.00	✓ 12.50	✓ 0	0	0		
Fri	07/09/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	1130: Project Coordinator	12:00 PM	9:30 PM	0.50	✓ 9.00	✓ 0	0	0		
						TOTAL HOURS	**51.00**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04393

NOTES/COMMENTS

Audit 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Becerra	FIRST: Francisco	EMPLOYEE #: B 110 643
ADDRESS: 22138 Mile 5 1/2 West		
CITY: Edcouch	STATE: TX	ZIP: 78538
CELL PHONE:	ALT PHONE:	

Project Information	
Project	Position
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 PM	12:00 AM		3.50	0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	11:00 AM	0.50	10.50	170	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	5:00 PM	12:00 AM	0.50	6.50	0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	5:00 AM		5.00	1050	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	6:30 PM	12:00 AM		5.50	0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	9.50	13 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 PM	12:00 AM		3.50	0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	9.50	13 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 PM	12:00 AM		3.50	13 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	9:00 AM	0.50	8.50	0	0	0		
						TOTAL HOURS	65.50	TOTAL MILES		0		

All parties must sign where applicable.

EMPLOYEE SIGNATURE

PROJECT MANAGER SIGNATURE 04393

NOTES/COMMENTS Last Day 07/08/2010
Very Good Employee Would rehire

AUDIT 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Perales	**FIRST:** Ruben	**EMPLOYEE #:** B 110 647
ADDRESS: 173 Limon Drive		
CITY: San Benito	**STATE:** TX	**ZIP:** 78586
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	10:00 PM	12:00 AM		✓ 2.00	✓ 0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	11:00 AM	0.50	✓ 10.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	3:30 AM	8:00 PM	1.00	✓ 15.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	10:00 PM	1.00	✓ 12.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	10:30 AM	10:30 PM	0.50	✓ 11.50	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	2:00 PM		✓ 5.50	✓ 0	0	0		
						TOTAL HOURS	**57.50**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04393

NOTES/COMMENTS Signature on File. Last Day 07/08/2010
Good Employee would rehire

AUDIT 7/14/10

BDR
An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Perales III	**FIRST:** Ruben	**EMPLOYEE #:** B 110 646
ADDRESS: 30249 Cactus Flower Lane		
CITY: San Benito	**STATE:** TX	**ZIP:** 78586
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	10:00 PM	12:00 AM		✓ 2.00	✓ 0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	11:00 AM	0.50	✓ 10.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	3:30 AM	8:00 PM	1.00	✓ 15.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	10:00 PM	1.00	✓ 12.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	9:30 PM	1.00	✓ 12.00	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 AM	3:00 PM	0.50	✓ 6.00	✓ 0	0	0		
						TOTAL HOURS	**58.50**	✓**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04393

NOTES/COMMENTS Signature on File, Last Day 07/08/2010
Good Employee would rehire

AUDIT _____ 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Carrillo	**FIRST:** Jesus ✓	**EMPLOYEE #:** B 110 650
ADDRESS: 310 Travis Street		
CITY: Rio Grande	**STATE:** TX	**ZIP:** 78582
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	9:00 AM	12:00 AM	1.00	✓ 14.00	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	5:00 AM		✓ 5.00	✓ 10.50	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	6:30 PM	12:00 AM		✓ 5.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	✓ 9.50	✓ 15.0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	6:30 PM	12:00 AM		✓ 5.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	✓ 9.50	✓ 12.0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	9:30 PM	12:00 AM		✓ 2.50	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	11:00 AM	0.50	✓ 10.50	✓ 0	0	0		
						TOTAL HOURS	**62.00**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE [signature] 04343

NOTES/COMMENTS Signature on File. Last Day 07/08/2010
Very Good Employee would rehire (b)

AUDIT [signature] 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Carrillo Jr.	**FIRST:** Juan	**EMPLOYEE #:** B 110 649
ADDRESS: 310 Travis Street		
CITY: Rio Grande	**STATE:** TX	**ZIP:** 78582
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	9:00 AM	12:00 AM	1.00	✓ 14.00	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	4:30 AM		✓ 4.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	6:30 PM	12:00 AM		✓ 5.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	✓ 9.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	6:30 PM	12:00 AM		✓ 5.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	✓ 9.50	✓ 0	0	0		
						TOTAL HOURS	**48.50**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04393

NOTES/COMMENTS Signature on File. Last Day 07/07/2010
Very Good Employee would rehire @

AUDIT 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Duque	**FIRST:** Paula	**EMPLOYEE #:** B 110 651
ADDRESS:		
CITY:	**STATE:**	**ZIP:**
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	11:30 PM	12:00 AM		✓ 0.50	✓ 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	1:00 AM		✓ 1.00	✓ 0	0	0		
						TOTAL HOURS	**1.50**	**✓TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE [signature] 04383

NOTES/COMMENTS Signature on File. Last Day 07/05/2010
Good Employee would rehire. When she meets SAIC requirements.

AUDIT [signature] 7/14/10

BDR
An SAIC Company

TIMESHEET
Hidalgo

Employee Information			Project Information	
LAST: Villavicencio	**FIRST:** Omar	**EMPLOYEE #:** B 110 652	**Project**	**Position**
ADDRESS: 1010 West Houston Avenue			Hidalgo County, TX: VAC Trucks	Collection Monitor
CITY: McCallen	**STATE:** TX	**ZIP:** 78501		
CELL PHONE:	**ALT PHONE:**			

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	6:30 PM	12:00 AM		✓ 5.50	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	9:30 AM	0.50	✓ 9.00	✓ 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	9:00 PM	12:00 AM		✓ 3.00	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	✓ 9.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	9:00 PM	12:00 AM		✓ 3.00	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	9:30 AM	0.50	✓ 9.00	✓ 0	0	0		
						TOTAL HOURS	**39.00**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04593

NOTES/COMMENTS Last Day 07/08/2010
Very Good Employee Would rehire

AUDIT 7/14/10

BDR
An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Garza	**FIRST:** Erasmo	**EMPLOYEE #:** B 110 655
ADDRESS: 4249 Terra Street		
CITY: Roma	**STATE:** TX	**ZIP:** 78584
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:00 PM	12:00 AM		✓ 4.00	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	9:30 AM	0.50	✓ 9.00	✓ 0	0	0		
						TOTAL HOURS	**13.00**	**✓TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE 04393

NOTES/COMMENTS Signature on File. Last Day 07/07/2010
Good Employee would rehire ☺

AUDIT 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Martinez	**FIRST:** Juanita	**EMPLOYEE #:** B 110 442
ADDRESS: 7922 N 28TH LN		
CITY: MCALLEN	**STATE:** TX	**ZIP:** 785046072
CELL PHONE: (956) 683-2139	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor Load Ticket Data Entry Clerk

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/03/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	3:00 PM	12:00 AM	1.00	8.00	0	0	0		
Sun	07/04/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	3:30 AM	8:30 PM	2.00	15.00	0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:00 AM	12:30 PM		4.50	10 0	0	0		
Mon	07/05/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	6:30 PM	12:00 AM		5.50	0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	10:00 AM	0.50	9.50	13 0	0	0		
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	8:30 PM	12:00 AM		3.50	0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	12:00 PM	1.00	11.00	18 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	4:30 PM	12:00 AM	0.50	7.00	0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	12:30 AM		0.50	7 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	7:30 AM	2:30 PM	0.50	6.50	0	0	0		
Fri	07/09/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	1300: Load Ticket Data Entry C...	12:00 PM	9:30 PM	0.50	9.00	0	0	0		
						TOTAL HOURS	**80.00**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE Juanita Martinez

PROJECT MANAGER SIGNATURE Phil Gay 04393

NOTES/COMMENTS Very Good Employee Would rehire
Last Day 07/10/2010

AUDIT 7/14/10

BDR
An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Rodriguez	**FIRST:** Jose	**EMPLOYEE #:** B 110 656
ADDRESS: 209 Lilly Drive		
CITY: San Juan	**STATE:** TX	**ZIP:** 78589
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Tue	07/06/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	11:00 PM	12:00 AM		✓ 1.00	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	4:30 AM		✓ 4.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	9:00 AM	5:00 PM	0.50	✓ 7.50	✓ 0	0	0		
Wed	07/07/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	11:30 PM	12:00 AM		✓ 0.50	✓ 0	0	0		
Thu	07/08/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	12:00 AM	8:30 AM	0.50	✓ 8.00	✓ 0	0	0		
						TOTAL HOURS	**21.50**	✓**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE

PROJECT MANAGER SIGNATURE 04393

NOTES/COMMENTS Last Day 07/08/2010
Very Good Employee Would rehire

AUDIT 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Pena Jr.	**FIRST:** Joel	**EMPLOYEE #:** B 110 642
ADDRESS: 107 X Tower/Jo Din		
CITY: Edinberg	**STATE:** TX	**ZIP:** 78539
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Fri	07/02/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	5:00 PM	10:00 PM		5.00	0	0	0		
						TOTAL HOURS	**5.00**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04393

NOTES/COMMENTS

BDR
An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Becerra	**FIRST:** Francisco	**EMPLOYEE #:** B 110 643
ADDRESS: 22138 Mile 5 1/2 West		
CITY: Edcouch	**STATE:** TX	**ZIP:** 78538
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Collection Monitor

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Fri	07/02/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	0700: Collection Monitor	5:00 PM	10:00 PM		5.00	0	0	0		
						TOTAL HOURS	**5.00**	**TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE F B

PROJECT MANAGER SIGNATURE 04393

NOTES/COMMENTS

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information		
LAST: Ivey	**FIRST:** Ana	**EMPLOYEE #:** B 110 261
ADDRESS: 207 Ruth Street		
CITY: Pensacola	**STATE:** FL	**ZIP:** 32507
CELL PHONE:	**ALT PHONE:**	

Project Information	
Project	**Position**
Hidalgo County, TX: VAC Trucks	Project Coordinator

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/10/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	1130: Project Coordinator	6:00 PM	11:00 PM		✓ 5.00	✓ 0	0	0		
Tue	07/13/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	1130: Project Coordinator	10:00 AM	2:00 PM		✓ 4.00	✓ 0	0	0		
						TOTAL HOURS	**9.00**	✓ **TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04393

NOTES/COMMENTS

Audit 7/14/10

BDR An SAIC Company

TIMESHEET
Hidalgo

Employee Information			Project Information	
LAST: Martinez	**FIRST:** Juanita	**EMPLOYEE #:** B 110 442	**Project**	**Position**
ADDRESS: 7922 N 28TH LN			Hidalgo County, TX: VAC Trucks	Project Coordinator
CITY: MCALLEN	**STATE:** TX	**ZIP:** 785046072		
CELL PHONE: (956) 683-2139	**ALT PHONE:**			

July 2010

DAY	DATE	PROJECT #	POSITION	TIME IN	TIME OUT	TIME BREAK	TOTAL HOURS	MILES IN	MILES OUT	TOTAL MILES	ZONE WORKED	INITIALS
Sat	07/10/2010	13-10013-10125: Hidalgo County, TX: VAC Truck...	1130: Project Coordinator	6:00 PM	11:00 PM		✓ 5.00	✓ 0	0	0		
						TOTAL HOURS	**5.00**	**✓TOTAL MILES**		**0**		

All parties must sign where applicable.

EMPLOYEE SIGNATURE _____

PROJECT MANAGER SIGNATURE _____ 04393

NOTES/COMMENTS Last Day 07/10/2010
Very Good Employee would rehire @

AUDIT 7/14/10

Detailed Timesheet for the Period Ending 7/16/10

Friday, July 16, 2010

BDR Inc.

8:56:03 AM

Employee 005502 ARMSTRONG, LORRAINE

Signed ARMSTRONG, LORRAINE

Approved [redacted]

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
13-09017-10325 1210	SHIREY BAY, WMA: LEANER & HANGER FIELD DEBRIS MONITOR									
	FL040	Reg	12.0			1.0	2.0	3.5	3.5	2.0
13-10011-10235 1600	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL ADMINISTRATIVE ASSISTANT									
	FL040	Reg	8.5			2.0	2.0	1.5	1.0	2.0
13-10001-17018 1080	TERREBONNE DEMO-DEMOLITION MANAGEMENT DATA ENTRY SPECIALIST									
	FL040	Reg	5.5			.5	.5	1.5	1.0	2.0
13-10010-10325 1600	NORMAN, CITY OF, OK: LEANER & HANGER ADMINISTRATIVE ASSISTANT									
	FL040	Reg	2.5			.5	.5	.5	.5	.5
13-08111-10118 1130	CITY OF GALVESTON, TX: ROE SWK PHASE II PROJECT COORDINATOR									
	FL040	Reg	2.5			.5	.5	.5	1.0	

Client: AR FISH & GAME COMMISSION

Client: MONROE COUNTY, FL

Client: TERREBONNE PARISH, LA

Client: Norman, OK

Client: GALVESTON, CITY OF, TX

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
13-10013-10125 1130	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT COORDINATOR									**Client: HIDALGO CNTY, TX**
	FL040	Reg	4.5			1.0	1.0	.5	.5	1.5
00-00000-13013 2000	GENERAL OPERATIONS-BDR FINANCIAL OPERATIONS									**Client: OVER HEAD CLIENT**
	FL040	Reg	3.5			2.0	1.5			
						07/12 Working w/ADP to resolve access issues				
						07/13 Work on TX SUI Issue				
13-10007-10405 0510	CEDAR RAPIDS, IA: SINCLAIR HISTORIC DEMO DEMOLITION MONITOR									**Client: CEDAR RAPIDS, CITY OF, IA**
	FL040	Reg	1.0			.5			.5	
	DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

4:51:46 AM

Employee **004019** **BURI, JOHN T**

Signed _____ BURI, JOHN T

Approved _____ YAO, OLIVER J

Approved

Profit Center **13:03:60:00**

				Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
Holiday		Holiday									
			Reg	8.0			8.0				
00-00000-61313 1020		POST - PROGRAM MGT BDR BUS DEVELOPMENT CLIENT POSITIONING-TEXAS									**Client: OVER HEAD CLIENT**
	TX120		Reg	10.0					2.0	4.0	4.0
									07/07 Harris Co. PDA Oral Interview (Sub to MFR)		
									07/08 Harris Co. PDA Oral Interview (Sub to MFR)		
									07/09 Harris Co. PDA Oral Interview (Sub to MFR)		
13-10013-10125 0200		HIDALGO COUNTY, TX VAC TRUCKS PROJECT MANAGER									**Client: HIDALGO CNTY, TX**
	TX120		Reg	8.0				2.0	2.0	2.0	2.0
13-51010-19101 0300		NYC OEM DISASTER DEBRIS RESPONSE COMP SYNC MATRIX									**Client: NYC OEM**
	TX120		Reg	4.0						1.0	3.0

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
00-00000-61313 1050	POST - PROGRAM MGT BDR BUS DEVELOPMENT CLIENT MAINTENANCE: PRE-POSITION CLIENTS									
	TX120	Reg	2.0				1.0	1.0		
							07/06 HGAC meeting			
							07/07 TD2/TSBonnie			
00-00000-61113 5024	PLANNING BDR BUSINESS DEVELOPMENT TXDOT-FHWA									
	TX120	Reg	8.0				8.0			
							07/06 Proposal development			
	DAILY TOTALS	Reg	40.0			8.0	11.0	5.0	7.0	9.0

Client: OVER HEAD CLIENT

Client: OVER HEAD CLIENT

Detailed Timesheet for the Period Ending 7/16/10

Friday, July 16, 2010

BDR Inc.

9:12:20 AM

Employee **004412** **CABRERA, ANNE E**

Signed _____ CABRERA, ANNE E

Approved _____ COUNSELL, NATHANIEL T.

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
00-00000-61313 1050	POST - PROGRAM MGT BDR BUS DEVELOPMENT CLIENT MAINTENANCE: PRE-POSITION CLIENTS									
	FL070	Reg	2.0				2.0			

07/13 Proposal for Training for Broward County HBMD

13-08111-10118 1400	CITY OF GALVESTON, TX: ROE SWK PHASE II BILLING/INVOICE ANALYST									**Client: GALVESTON, CITY OF, TX**
	FL070	Reg	3.0	2.0						1.0
		Ovt	4.0		4.0					
13-10001-17019 1060	TERREBONNE DEMO-DATA MANAGEMENT SUPERVISOR									**Client: TERREBONNE PARISH, LA**
	FL070	Reg	9.0	2.0			2.0		3.0	2.0
		Ovt	2.0		2.0					
13-10009-10101 1400	COLLIER ENGINEERING: NASHVILLE-ROW C BILLING/INVOICE ANALYST									**Client: COLLIER ENGINEERING COMPANY, INC.**
	FL070	Reg	10.0			2.0	2.0		2.0	4.0
		Ovt	6.0		2.0				4.0	
13-53013-19101 0300	BROWARD, CNTY OF: TDMS STUDY SITE VISITS OF POTENTIAL TDSRS									**Client: BROWARD CNTY FL**
	FL070	Reg	2.0			2.0				

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
13-53013-19101 0400	BROWARD, CNTY OF: TDMS STUDY REVIEW OF REG GINAL DISPOSAL CAPACITY									**Client: BROWARD CNTY FL**
	FL070	**Reg**	2.0				2.0			
00-00000-13313 0350	POST - PROGRAM MANAGEMENT OPERATIONS-BDR FEMA CLOSEOUT/REVIEW									**Client: OVER HEAD CLIENT**
	FL070	**Reg**	8.0					8.0		
										07/14 Miami-Dade Parks review of OIG audit findings
13-10011-10235 1400	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL BILLING/INVOICE ANALYST									**Client: MONROE COUNTY, FL**
	FL070	**Reg**	3.0						2.0	1.0
13-10013-10125 1400	HIDALGO COUNTY, TX: VAC TRUCKS BILLING/INVOICE ANALYST									**Client: HIDALGO CNTY, TX**
	FL070	**Reg**	1.0						1.0	
DAILY TOTALS		**Reg**	40.0	4.0		4.0	8.0	8.0	8.0	8.0
		Ovt	12.0		8.0				4.0	

Detailed Timesheet for the Period Ending 7/9/10

Tuesday, July 13, 2010

BDR Inc.

8:07:50 AM

Employee 005027 GONZALES, ELIZABETH V

Signed _____

ARSENAULT, NANCY A

Approved _____

ARSENAULT, NANCY A

Posted

Profit Center 13:03:60:00

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
13-10013-10125 0700	HIDALGO COUNTY, TX: VAC TRUCKS COLLECTION MONITOR ✓									
	TX050	Reg	37.5	15.0		11.0	11.5			

Client: HIDALGO CNTY, TX ✓

07/03 monitor water relocation vac trucks and log in time,truck # and driver name

07/05 monitor water relocation vac trucks and log in time,truck # and driver name

07/06 monitor water relocation vac trucks and log in time,truck # and driver name

13-10013-10125 1130	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT COORDINATOR ✓									
	TX050	Reg	2.5					2.5		
		Ovt	20.5					6.5	14.0	

Client: HIDALGO CNTY, TX

07/07 Hidalgo County-SupervisedReview & reconcile time & material logs for daily reports/project summary status

07/08 Hidalgo County-SupervisedReview & reconcile time & material logs for daily reports/project summary status

DAILY TOTALS		Reg	40.0	15.0		11.0	11.5	2.5		
		Ovt	20.5					6.5	14.0	

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

6:33:51 AM

Employee 005426 TAYLOR, STACY LYNN (GUM)

Signed _____ TAYLOR, STACY LYNN

Approved _____ ARSENAULT, NANCY A

Approved

Profit Center 13:03:60:00

				Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
Holiday	Holiday										
		Reg		8.0			8.0				

07/05 4th of July

00-00000-13313 0410	POST - PROGRAM MANAGEMENT OPERATIONS-BDR COMMUNICATIONS										
	FL060	Reg	3.0						2.0	1.0	

Client: OVER HEAD CLIENT

07/07 verizon

07/08 Verizon

00-00000-13313 0420	POST - PROGRAM MANAGEMENT OPERATIONS-BDR MAIL/FEDEX										
	FL060	Reg	2.0						1.0	1.0	

Client: OVER HEAD CLIENT

07/07 office supplies

07/08 fedex supplies

00-00000-13113 3100	PLANNING OPERATIONS-BDR GENERAL OPERATIONS - SOUTHEAST										
	FL060	Reg	1.0							1.0	

Client: OVER HEAD CLIENT

07/08 Jason Zimmerman Blackberry

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
00-00000-13313 0715	POST - PROGRAM MANAGEMENT OPERATIONS-BDR LOGISTICS									**Client: OVER HEAD CLIENT**
	FL060	Reg	24.0				8.0	4.0	4.0	8.0
							07/06 Travel			
							07/07 Travel			
							07/08 Travel			
							07/09 Travel			
13-10013-10125 1130	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT COORDINATOR									**Client: HIDALGO CNTY, TX**
	FL060	Reg	1.0					1.0		
							07/07 warehouse, supplies, shipping			
13-09017-10325 0500	SHIREY BAY WMA: LEANER & HANGER FIELD SUPERVISOR									**Client: AR FISH & GAME COMMISSION**
	FL060	Reg	1.0						1.0	
							07/08 mobilization, travel assistance, supplies, shipping			
DAILY TOTALS		Reg	40.0			8.0	8.0	8.0	8.0	8.0

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

5:25:50 AM

Employee **003874** **HARRISON, ERIC E**

Signed _____ HARRISON, ERIC E

Approved _____ YAO, OLIVER J

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
Holiday	Holiday	Reg	8.0			8.0				

00-00000-13313 0510	POST - PROGRAM MANAGEMENT OPERATIONS-BDR GIS DEVELOPMENT									**Client: OVER HEAD CLIENT**
	FL090	Reg	4.0				1.0	3.0		

07/06 RTGIS

07/07 RTGIS

13-08111-10118 1500	CITY OF GALVESTON, TX: ROE SWK PHASE II OPERATIONS MANAGER									**Client: GALVESTON, CITY OF, TX**
	FL090	Reg	5.0				2.0	1.0	2.0	

13-10010-10101 1520	NORMAN, CITY OF, OK: ROW COLLECTION OPERATIONS QA/QC MANAGER									**Client: Norman, OK**
	FL090	Reg	7.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0

07/03 Report maps

07/04 Report maps

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
				07/05 Report maps						
				07/06 Report maps						
				07/07 Report maps						
				07/08 Report maps						
				07/09 Report maps						
13-54007-19101 0201		CHICAGO REG CAT PLANNING PROJECT EVACUATION & SHELTERING ANNEX								**Client: CHICAGO OFFICE OF EMERGENCY MGMT**
	FL090	**Reg**	1.0					1.0		
13-10013-10125 2102		HIDALGO COUNTY, TX: VAC TRUCKS GIS OPERATOR								**Client: HIDALGO CNTY, TX**
	FL090	**Reg**	1.0			1.0				
				07/05 water relocation map						
13-10011-10235 2100		MONROE COUNTY, FL: LOBSTER TRAP REMOVAL GIS ANALYST								**Client: MONROE COUNTY, FL**
	FL090	**Reg**	3.0					2.0	1.0	
				07/07 zone map creation						
				07/08 zone map edits, boat locations						
13-51010-19101 0400		NYC OEM DISASTER DEBRIS RESPONSE COMP MAPS								**Client: NYC OEM**
	FL090	**Reg**	8.0						4.0	4.0
00-00000-13313 0460		POST - PROGRAM MANAGEMENT OPERATIONS-BDR MOBILIZATION								**Client: OVER HEAD CLIENT**
	FL090	**Reg**	3.0							3.0
				07/09 Shirey Bay mapping preparation						
	DAILY TOTALS	**Reg**	40.0	1.0	1.0	10.0	4.0	8.0	8.0	8.0

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

5:30:43 AM

Employee **004393** **IVEY, PHIL A**

Signed IVEY, PHIL A

Approved YAO, OLIVER J

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
13-10013-10125 0200	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT MANAGER									
	TX070	Reg	40.0			8.0	8.0	8.0	8.0	8.0
		Ovt	63.0	18.0	16.0	8.0	7.0	6.0	8.0	

Client: HIDALGO CNTY, TX

07/03 Hidalgo County Water Relocation Hurricane Alex

07/04 Hidalgo County Water Relocation Hurricane Alex

07/05 Hidalgo County Water Relocation Hurricane Alex

07/06 Hidalgo County Water Relocation Hurricane Alex

07/07 Hidalgo County Water Relocation Hurricane Alex

07/08 Hidalgo County Water Relocation Hurricane Alex

07/09 Hidalgo County Water Relocation Hurricane Alex

DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0
	Ovt	63.0	18.0	16.0	8.0	7.0	6.0	8.0	

Detailed Timesheet for the Period Ending 7/16/10

Friday, July 16, 2010

BDR Inc.

10:01:24 AM

Employee **004393** **IVEY, PHIL A**

Signed _____ IVEY, PHIL A

Approved _____ COUNSELL, NATHANIEL T.

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
13-10013-10125 0200	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT MANAGER									
	TX070	Reg	16.0			8.0	8.0			

Client: HIDALGO CNTY, TX

07/12 Hidalgo County Water Relocation Hurricane Alex

07/13 Hidalgo County Water Relocation Hurricane Alex

13-09017-10325 0500	SHIREY BAY, WMA: LEANER & HANGER FIELD SUPERVISOR									
	AR070	Reg	24.0					8.0	8.0	8.0
		Ovt	12.0						6.0	6.0

Client: AR FISH & GAME COMMISSION

07/14 Shirey Bay AR. DR 1819

07/15 Shirey Bay AR. DR 1819

07/16 Shirey Bay AR. DR 1819

DAILY TOTALS		Reg	40.0			8.0	8.0	8.0	8.0	8.0
		Ovt	12.0						6.0	6.0

Detailed Timesheet for the Period Ending 7/9/10

July 09, 2010

BDR Inc.

6:11:44 AM

Employee 004541 MODZELEWSKI, LAURA B

Signed MODZELEWSKI, LAURA B

Approved ~~SENGSOURYA, RASMY~~ Renta, Michelle

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
Holiday	Holiday									
		Reg	8.0			8.0				

07/05 4th of July

00-00000-13013 GENERAL OPERATIONS-BDR **Client: OVER HEAD CLIENT**
1600 HUMAN RESOURCES

FL050	Reg	13.5				5.0	6.0	1.5	1.0

07/06 filing, SAIC call, info for stacy, info for MR

07/07 SAIC call, filing, misc tasks

07/08 misc tasks, updated training book

07/09 misc tasks

00-00000-13313 POST - PROGRAM MANAGEMENT OPERATIONS-BDR **Client: OVER HEAD CLIENT**
0600 HUMAN RESOURCES

FL050	Reg	4.5				1.0	1.0		2.5

07/06 unemployment

07/07 unemployment

07/09 unemployment, terms, ADP comparrison

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
13-10013-10125 1130	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT COORDINATOR									**Client: HIDALGO CNTY, TX**
FL050		Reg	5.0				2.0	1.0	2.0	

07/06 new hire paperwork
07/07 new hire paperwork
07/08 new hire paperwork

13-55012-19101 0300	SUGAR LAND, CITY OF, TX: COOP COOP VULNERABILITY AND RISK ANALYSIS									**Client: SUGAR LAND, CITY OF, TX**
FL050		Reg	9.0						4.5	4.5

07/08 data entry
07/09 data entry

DAILY TOTALS		Reg	40.0			8.0	8.0	8.0	8.0	8.0

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

6:10:30 AM

Employee **191506** **OWENS, LYDIA**

Signed _____ OWENS, LYDIA

Approved _____ SCHAEFER, JONATHAN F

Approved

Profit Center **13:03:60:00**

				Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
Holiday		Holiday									
			Reg	8.0			8.0				
13-10011-10235 1400		MONROE COUNTY, FL: LOBSTER TRAP REMOVAL BILLING/INVOICE ANALYST									**Client: MONROE COUNTY, FL**
	FL030		Reg	1.0				.5		.5	
				07/06 Timesheet auditing							
				07/08 Timesheet Auditing							
13-10010-10101 1600		NORMAN, CITY OF, OK: ROW COLLECTION ADMINISTRATIVE ASSISTANT									**Client: Norman, OK**
	FL030		Reg	2.5				1.0		1.0	.5
				07/06 Timesheet Auditing							
				07/08 Timesheet auditing							
				07/09 Timesheet auditing							
00-00000-13013 0100		GENERAL OPERATIONS-BDR GENERAL OPERATIONS - BDR, INC.									**Client: OVER HEAD CLIENT**
	FL030		Reg	5.5				1.0	2.0	2.5	
				07/06 Worked Front desk							
				07/07 Worked front desk							
				07/08 Worked front desk							

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
00-00000-13313 0950	POST - PROGRAM MANAGEMENT OPERATIONS-BDR FINANCIAL OPERATIONS									
	FL030	Reg	5.0				5.0			
							07/06 Baytown Audit - Accountemps			
13-10013-10125 1130	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT COORDINATOR									
	FL030	Reg	4.0				.5	.5	2.0	1.0
							07/06 Timesheet auditing			
							07/07 Timesheet auditing			
							07/08 Timesheet auditing			
							07/09 Timesheet auditing			
00-00000-13313 0100	POST - PROGRAM MANAGEMENT OPERATIONS-BDR GENERAL OPERATIONS									
	FL030	Reg	.5					.5		
							07/07 Internal Audit Document			
00-00000-13113 0600	PLANNING OPERATIONS-BDR HUMAN RESOURCES									
	FL030	Reg	1.0					.5	.5	
							07/07 Set up Phone Interviews			
							07/08 Set up Phone Interviews			
00-00000-13013 2000	GENERAL OPERATIONS-BDR FINANCIAL OPERATIONS									
	FL030	Reg	3.0					1.5	1.5	
							07/07 Ops Analysis Spreadsheet			
							07/08 Ops Analysis Spreadsheet			

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
13-55024-19101 0200	HARRIS CNTY, TX: SHERIFF'S OFFICE COOP BUSINESS IMPACT ANALYSIS									
	FL030	Reg	3.0					3.0		
				07/07 Transferring COOP Surveys						
13-55019-19101 0200	GRAND PRAIRIE, CITY OF, TX: COOP BUSINESS IMPACT ANALYSIS									
	FL030	Reg	4.0							4.0
				07/09 COOP Survey Transfer						
13-53013-19101 0500	BROWARD, CNTY OF: TDMS STUDY EPGMD CONDITIONAL APPROVAL OF SITES									
	FL030	Reg	2.5							2.5
				07/09 EPMG forms						
	DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0

Detailed Timesheet for the Period Ending 7/16/10

Friday, July 16, 2010

BDR Inc.

10:28:32 AM

Employee **191506** **OWENS, LYDIA**

Signed OWENS, LYDIA

Approved [redacted]

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
PTO	PTO	Reg	12.5						6.5	6.0

07/15 Vacation

07/16 Vacation

13-10013-10125 1130	HIDALGO COUNTY, TX: VAC TRUCKS PROJECT COORDINATOR									
	FL030	Reg	6.0			4.0	2.0			

Client: HIDALGO CNTY, TX

07/12 Timesheet Auditing

07/13 Timesheet Auditing

13-10010-10101 1600	NORMAN, CITY OF, OK: ROW COLLECTION ADMINISTRATIVE ASSISTANT									
	FL030	Reg	1.5			.5	1.0			

Client: Norman, OK

07/12 Timesheet Auditing

07/13 Timesheet auditing

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
13-10011-10235 1600	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL ADMINISTRATIVE ASSISTANT									**Client: MONROE COUNTY, FL**
	FL030	**Reg**	4.5			1.0	.5	.5	1.5	1.0
						07/12 timesheet auditing				
						07/13 Timesheet AUditing				
						07/14 Timesheet Auditing				
						07/15 Timsheet Auditing				
						07/16 Timesheet auditing				
13-90043-19102 0403	P.A TBCD: INDIRECT RA:DOCUMENTATION COLLECTION									**Client: TRINITY BAY CONSERVATION DISTRICT, TX**
	FL030	**Reg**	.5			.5				
						07/12 Sorting				
13-90043-19208 0403	P.A. TBCD BROWN & ROOT GATE STRUCTURE RA:DOCUMENTATION COLLECTION									**Client: TRINITY BAY CONSERVATION DISTRICT, TX**
	FL030	**Reg**	.5			.5				
						07/12 Sorting				
13-90043-19209 0403	P.A TBCD FITZGERALD GATE @ ROBINSON LAKE RA:DOCUMENTATION COLLECTION									**Client: TRINITY BAY CONSERVATION DISTRICT, TX**
	FL030	**Reg**	.5			.5				
						07/12 Sorting				
13-90043-19304 0403	P.A. TBCD WANDA LAGOW BRIDGE #1 RA:DOCUMENTATION COLLECTION									**Client: TRINITY BAY CONSERVATION DISTRICT, TX**
	FL030	**Reg**	.5			.5				
						07/12 Sorting				

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
13-90043-19205 0403	P.A. TBCD FITZGERALD AT RESERVOIR RA:DOCUMENTATION COLLECTION									
	FL030	Reg	.5			.5				

Client: TRINITY BAY CONSERVATION DISTRICT, TX

07/12 Sorting

00-00000-13013 1600	GENERAL OPERATIONS-BDR HUMAN RESOURCES									
	FL030	Reg	1.5				1.0	.5		

Client: OVER HEAD CLIENT

07/13 Emergency Contact Spreadsheet

07/14 Emergency Contact Spreadsheet

00-00000-13013 2000	GENERAL OPERATIONS-BDR FINANCIAL OPERATIONS									
	FL030	Reg	.5				.5			

Client: OVER HEAD CLIENT

07/13 ops Analysis Spreadsheet

13-90194-19804 0403	P. A TX DOT:ORANGE CO LEANERS & HANGERS PO:DOCUMENTATION COLLECTION									
	FL030	Reg	.5				.5			

Client: TX DEPARTMENT OF TRANSPORTATION

07/13 Sorting

00-00000-13013 0100	GENERAL OPERATIONS-BDR GENERAL OPERATIONS - BDR, INC.									
	FL030	Reg	8.5				2.5	6.0		

Client: OVER HEAD CLIENT

07/13 Worked front desk

07/14 Worked Front desk

13-10006-19101 0200	ESCAMBIA CNTY, FL- BP HORIZON OIL SPILL PROGRAM MANAGEMENT									
	FL03N	Reg	.5					.5		

Client: ESCAMBIA COUNTY, FL

07/14 Sorting

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
00-00000-13013	GENERAL OPERATIONS-BDR									**Client: OVER HEAD CLIENT**
1700	TRAINING & PERSONAL DEV (NON BUS UNIT)									
FL030		Reg	.5					.5		

07/14 Amtrav Training

00-00000-64313	GROUP DISCRETIONARY RESOURCES (GDR)									**Client: OVER HEAD CLIENT**
1000	GDR-GENERAL									
FL030		Reg	1.0							1.0

07/16 Cross Selling Call

DAILY TOTALS		Reg	40.0			8.0	8.0	8.0	8.0	8.0

Detailed Timesheet for the Period Ending 7/2/10

Wednesday, July 07, 2010
7:50:19 AM

BDR Inc.

Employee 005446 THOMAS, COREY A

Signed [redacted]

Approved per T. Wall e-mail [redacted]

/posted

Profit Center 13:03:80:00

			Total Hr	Sat 06/26	Sun 06/27	Mon 06/28	Tue 06/29	Wed 06/30	Thu 07/01	Fri 07/02
13-90201-19710 0506	PORT OF GALVESTON-CAT C- PIER 15 (SUB) CON I:SITE VISITS	Client: PORT OF GALVESTON								
TX070	Reg		2.0			2.0				

06/28 Site visit with FEMA to document damages, provide information requested by FEMA, etc.

13-90201-19710 0503	PORT OF GALVESTON-CAT C- PIER 15 (SUB) CON I:DATA COLLECTION & DISSIMENATION	Client: PORT OF GALVESTON								
TX070	Reg		3.0			3.0				

06/28 Documentation update and collection of project related data, review of damages

13-90201-19814 0503	PORT OF GALVESTON CAT E PIER 19 RSTRM CON I:DATA COLLECTION & DISSIMENATION	Client: PORT OF GALVESTON								
TX070	Reg		1.0			1.0				

06/28 Collection and review of project documentation

13-90201-19842 0503	PORT OF GALVESTON CAT E PIER C ELECTRIC CON I:DATA COLLECTION & DISSIMENATION	Client: PORT OF GALVESTON								
TX070	Reg		1.0			1.0				

06/28 Update and review of project documentation

			Total Hr	Sat 06/26	Sun 06/27	Mon 06/28	Tue 06/29	Wed 06/30	Thu 07/01	Fri 07/02
13-90201-19843 0503	PORT OF GALVESTON CAT E PIER D ELECTRIC CON I:DATA COLLECTION & DISSIMENATION									
	TX070	Reg	1.0			1.0				

Client: PORT OF GALVESTON

06/28 Update and review of project documentation

00-00000-13913 0460	POST - FINANCIAL RECOVERY SERV OPS-BDR MOBILIZATION									
	TX070	Reg	24.0				8.0	8.0	8.0	

Client: OVER HEAD CLIENT

06/29 Mobilization to Hidalgo County, attended commissioners court meeting, client greetings and briefings, discussion of donated busses project, discussed use of time sheets, review of Phillips and Jordan debris contract

06/30 Assisted EOC staff at Hidalgo County, help with procurement issues, declaration concerns, etc.

13-10013-10125 0500	HIDALGO COUNTY, TX: VAC TRUCKS FIELD SUPERVISOR									
	TX070	Reg	8.0							8.0
		Ovt	10.0						6.0	4.0
									6	12
	DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0
		Ovt	10.0						6.0	4.0

Client: HIDALGO CNTY, TX

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

6:36:24 AM

Employee **005446** **THOMAS, COREY A**

Signed THOMAS, COREY A

Approved ARSENAULT, NANCY A

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
13-10013-10125 0500	HIDALGO COUNTY, TX: VAC TRUCKS FIELD SUPERVISOR									
	TX070	Reg	40.0	16.0	16.0	8.0				
		Ovt	60.0		2.0	8.0	16.0	16.0	10.0	8.0

Client: HIDALGO CNTY, TX

07/03 Field Supervision, identification and relocation of project sites, truck certifications, time and material log reviews, general project coordination operations with County and Contractors

07/04 Field Supervision, identification and relocation of project sites, truck certifications, time and material log reviews, general project coordination operations with County and Contractors

07/05 Field Supervision, identification and relocation of project sites, truck certifications, time and material log reviews, general project coordination operations with County and Contractors

07/06 Field supervision, processing project controls, data reconcinlliation, project reporting, employee scheduling

07/07 Field supervision, processing project controls, data reconcinlliation, project reporting, employee scheduling

07/08 Field supervision, processing project controls, data reconcinlliation, project reporting, employee scheduling

07/09 Project reporting, status updates provided to client, data reconcilliation

DAILY TOTALS	**Reg**	40.0	16.0	16.0	8.0				
	Ovt	60.0		2.0	8.0	16.0	16.0	10.0	8.0

18 14

etailed Timesheet for the Period Ending 7/2/10

Tuesday, July 06, 2010
12:42:10 PM

R Inc.

Employee 190790 TURNER, LAUREN

Signed [redacted]

Approved per T. Wall email [redacted]

posted

Profit Center 13:03:60:00

		Total Hr	Sat 06/26	Sun 06/27	Mon 06/28	Tue 06/29	Wed 06/30	Thu 07/01	Fri 07/02
Leave WO Pay	Leave WO Pay								
	Reg	8.0			8.0				

06/28 Leave without Pay

00000-13813 POST - FINANCIAL RECOVERY SERV OPS-BDR Client: OVER HEAD CLIENT
0460 MOBILIZATION
TX060

		Total Hr	Sat 06/26	Sun 06/27	Mon 06/28	Tue 06/29	Wed 06/30	Thu 07/01	Fri 07/02
	Reg	24.0				8.0	8.0	8.0	

06/29 Travel from Norfolk, Va to Houston, Tx for work in the Port of Galveston ; relocation to South Texas
06/30 Training in the Port of Galveston and mobilization to South Texas for Hurricane Alex Reponse
07/01 Hurricane Alex Response

-10013-10125 HIDALGO COUNTY, TX: VAC TRUCKS Client: HIDALGO CNTY, TX
1130 PROJECT COORDINATOR
TX060

		Total Hr	Sat 06/26	Sun 06/27	Mon 06/28	Tue 06/29	Wed 06/30	Thu 07/01	Fri 07/02
	Reg	8.0							8.0
	Ovt	3.0							3.0

DAILY TOTALS		Total Hr	Sat 06/26	Sun 06/27	Mon 06/28	Tue 06/29	Wed 06/30	Thu 07/01	Fri 07/02
	Reg	40.0			8.0	8.0	8.0	8.0	8.0
	Ovt	3.0							3.0

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

6:37:35 AM

Employee **190790** **TURNER, LAUREN**

Signed _____ TURNER, LAUREN

Approved _____ ARSENAULT, NANCY A

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
13-10013-10125	HIDALGO COUNTY, TX: VAC TRUCKS									
1130	PROJECT COORDINATOR									
TX060		Reg	40.0	14.0	14.0	12.0				
		Ovt	43.0				11.0	12.0	12.0	8.0

Client: HIDALGO CNTY, TX

07/03 Admin- Waited at the EOC for dumping locations, Hired new monitors and did paperwork/sign in for HR

07/04 Admin duties- HR paperwork, Filing, Copying and Scanning all employee records, trips to sites during the night for operation purposes

07/05 Admin duties, payroll data

07/06 Admin duties, payroll, assisting with T&M tickets and data dissemination

07/07 Admin, payroll, correcting payroll- checking in and out monitors

07/08 Admin, Signing Monitors in and out, uploading payroll, employee info, HR info

07/09 Assisting with loading T&M tickets, paperwork, monitoring storm on operations

DAILY TOTALS	Reg	40.0	14.0	14.0	12.0					
	Ovt	43.0				11.0	12.0	12.0	8.0	

Detailed Timesheet for the Period Ending 7/2/10

Friday, July 02, 2010

9:16:32 AM

BDR Inc.

Employee 004894 WALL JR, THOMAS A

Signed _____ WALL JR, THOMAS A

Approved _____ HOYLE, JON M

Approved

Profit Center 13:03:60:00

			Total Hr	Sat 06/26	Sun 06/27	Mon 06/28	Tue 06/29	Wed 06/30	Thu 07/01	Fri 07/02
00-00000-64313 1006	GROUP DISCRETIONARY RESOURCES (GDR) TABLETOP EXERCISE									
	FL100	Reg	16.0			8.0	8.0			
00-00000-63913 1001	POST - FINANCIAL RECOVERY BDR BUS DEV CLIENT OUTREACH EXISTING CLIENTS									
	TX100	Reg	4.0					4.0		
	06/30 meet with Port of Galveston to discuss increase in task order									
00-00000-13913 0460	POST - FINANCIAL RECOVERY SERV OPS-BDR MOBILIZATION									
	TX100	Reg	20.0					4.0	8.0	8.0 *
	06/30 mobilization for Alex									
	DAILY TOTALS	Reg	40.0			8.0	8.0	8.0	8.0	8.0

Client: OVER HEAD CLIENT

Client: OVER HEAD CLIENT

Client: OVER HEAD CLIENT

* 13-10013-10125 HIDALGO COUNTY, TX: VAC TRUCKS 7/1 2.0
0210 DEPUTY PROJECT MANAGER 7/2 6.0

memo attached

BDR
An SAIC Company

September 28, 2010

Hidalgo County Department of Budget & Management
2802 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539

Subject: **Invoice No. 0119083**

Dear Sir or Madam,

In regards to Thomas Wall's timesheet dated 7/2/10. Please note that Mr. Wall was the first to respond for the VAC Truck project. A project code had not yet been established at that time, so I personally contacted Mr. Wall the following week to determine the correct number of billable hours to show on his timesheet.

If you should have any further 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

Rcvd 9/28/10 CD

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

6:40:12 AM

Employee **004894** **WALL JR, THOMAS A**

Signed _____ WALL JR, THOMAS A

Approved _____ HOYLE, JON M

Approved

Profit Center **13:03:60:00**

			Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
Holiday	Holiday									
		Reg	16.0			8.0	8.0			
							07/06 floating holiday #1			
PTO	PTO									
		Reg	6.0					6.0		
13-10013-10125	HIDALGO COUNTY, TX: VAC TRUCKS									
0210	DEPUTY PROJECT MANAGER									
TX100		Reg	18.0	12.0	6.0					
				07/03 Project startup						
				07/04 project start up						
DAILY TOTALS		Reg	40.0	12.0	6.0	8.0	8.0	6.0		

Client: HIDALGO CNTY, TX

Detailed Timesheet for the Period Ending 7/9/10

Friday, July 09, 2010

BDR Inc.

6:43:47 AM

Employee **004513** **YAO, OLIVER J**

Signed YAO, OLIVER J

Approved YAO, OLIVER J

Approved

Profit Center **13:03:60:00**

				Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
Holiday	Holiday										
		Reg		8.0			8.0				
13-10013-10125 0300	HIDALGO COUNTY, TX: VAC TRUCKS DATA MANAGER										
	FL090	Reg		12.0			1.0	1.0	4.0	4.0	2.0

Client: HIDALGO CNTY, TX

07/05 Data mgt support for Lauren T and Juanita M

07/06 Data mgt support for Lauren T and Juanita M

07/07 Custom report development for Burl and data mgt

07/08 Custom report development for Burl and data mgt

07/09 data mgt and entry

13-08111-10118 0300	CITY OF GALVESTON, TX: ROE SWK PHASE II DATA MANAGER										
	FL090	Reg		10.0				3.0	3.0	3.0	1.0

Client: GALVESTON, CITY OF, TX

07/06 Resolving invoice questions from COG-Sylvia Cabrera and SWT memo

07/07 Resolving invoice questions from COG-Sylvia Cabrera and SWT memo

07/08 FEMA and COG requests/new payment recs

07/09 FEMA-COG requests

				Total Hr	Sat 07/03	Sun 07/04	Mon 07/05	Tue 07/06	Wed 07/07	Thu 07/08	Fri 07/09
13-10011-10235 0300		MONROE COUNTY, FL: LOBSTER TRAP REMOVAL DATA MANAGER									**Client: MONROE COUNTY, FL**
	FL090		Reg	3.0				1.0			2.0
					07/06 Database setup for project initiation						
					07/09 Data mgt and entry						
13-10012-19101 0100		PORT ST LUCIE, FL: CLOSEOUT APPEAL DOCUMENTATION & DATA COLLECTION									**Client: PORT ST LUCIE, FL**
	FL090		Reg	2.0				2.0			
					07/06 Appeals data collection						
13-10012-19101 0200		PORT ST LUCIE, FL: CLOSEOUT APPEAL DEV AND SUBMISSIONS OF LETTER OR APPEAL									**Client: PORT ST LUCIE, FL**
	FL090		Reg	3.0				1.0			2.0
					07/06 Outline development						
					07/09 Development of outline						
00-00000-13313 0500		POST - PROGRAM MANAGEMENT OPERATIONS-BDR IT & SOFTWARE PURCHASES									**Client: OVER HEAD CLIENT**
	FL090		Reg	2.0					1.0	1.0	
					07/07 Update budget model						
					07/08 Formatting HD for redeployment to field						
	DAILY TOTALS		Reg	40.0			9.0	8.0	8.0	8.0	7.0

Detailed Timesheet for the Period Ending 7/16/10

Friday, July 16, 2010

BDR Inc.

10:57:06 AM

Employee **004513** **YAO, OLIVER J**

Signed _____
YAO, OLIVER J

Approved _____
COUNSELL, NATHANIEL T.

Approved

Profit Center **13:03:60:00**

				Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
13-10013-10125 0300	HIDALGO COUNTY, TX: VAC TRUCKS DATA MANAGER										**Client: HIDALGO CNTY, TX**
	FL090	**Reg**		2.0			1.0	1.0			
			07/13 Document transfer letter for Phil								
13-08090-10101 0300	HOUSTON, CITY OF, TX: ROW COLLECTION DATA MANAGER										**Client: HOUSTON, CITY OF, TX**
	FL09N	**Reg**		.5			.5				
			07/12 Review of Ralph's memo regarding tipping fees								
13-10010-10101 0300	NORMAN, CITY OF, OK: ROW COLLECTION DATA MANAGER										**Client: Norman, OK**
	FL090	**Reg**		1.0			1.0				
			07/12 Norman document transfer letter								
00-00000-61313 2000	POST - PROGRAM MGT BDR BUS DEVELOPMENT PROPOSAL SUPPORT										**Client: OVER HEAD CLIENT**
	FL090	**Reg**		4.0			2.0	2.0			
			07/12 Gustav, LA project profiles for Nicole S.								
			07/13 Information for Kalindi on PWs and data mgt								

			Total Hr	Sat 07/10	Sun 07/11	Mon 07/12	Tue 07/13	Wed 07/14	Thu 07/15	Fri 07/16
00-00000-13313 0350	POST - PROGRAM MANAGEMENT OPERATIONS-BDR FEMA CLOSEOUT/REVIEW									
	FL090	Reg	3.0			2.0	1.0			
						07/12 Bayou Vista state audit				
						07/13 Bayou Vista state audit				
13-08111-10118 0300	CITY OF GALVESTON, TX: ROE SWK PHASE II DATA MANAGER									
	FL090	Reg	1.0			1.0				
						07/12 payment recommendations				
00-00000-13313 0500	POST - PROGRAM MANAGEMENT OPERATIONS-BDR IT & SOFTWARE PURCHASES									
	FL090	Reg	1.0			1.0				
						07/12 DQ discussions				
13-10011-10235 0300	MONROE COUNTY, FL: LOBSTER TRAP REMOVAL DATA MANAGER									
	FL090	Reg	3.0				3.0			
							07/13 Tech support and training for Peter and Daniel			
13-09017-10325 1510	SHIREY BAY, WMA: LEANER & HANGER EMERGENCY OPERATION MANAGER									
	FL09N	Reg	24.5				1.0	8.0	8.0	7.5
							07/13 Project setup and mobilization			
DAILY TOTALS		Reg	40.0			8.5	8.0	8.0	8.0	7.5

Client: OVER HEAD CLIENT

Client: GALVESTON, CITY OF, TX

Client: OVER HEAD CLIENT

Client: MONROE COUNTY, FL

Client: AR FISH & GAME COMMISSION

AI-23580 **27.A.6.**

Invoice Payment-Beck Disaster Recovery Services

CC REGULAR

Date:	10/26/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of request for payment of expensed (incidentals only) through Invoice #0119405 in the amount of $7,110.59 for the period of July 1, 2010 thru August 6, 2010 submitted by Beck Disaster Recovery Services, contracted consultant, in connection with services rendered due to TS/Hurricane Alex related flooding.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-350

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

BUDGETARY IMPACT:

expenses are allowable under contract.
Available funds in object code 350 as of 10-21-10.rc

Attachments

Link: Invoice #0119405

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/21/2010 09:01 AM	APRV
2	Budget & Management	Sylvia Solis	10/21/2010 09:05 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/21/2010 04:27 PM	APRV
4	Auditor's Office	Linda Fong	10/22/2010 10:26 AM	APRV

Form Started By: Vangie Garcia Started On: 10/20/2010 03:30 PM

Final Approval Date: 10/22/2010

BDR
An SAIC Company

September 29, 2010

Attn: Martha Salazar, Purchasing Agent
Hidalgo County Department of Budget & Management
2802 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539

Subject: **Expense Invoice for VAC Truck Monitoring Services**

Dear Ms. Salazar,

Enclosed is Beck Disaster Recovery, Inc.'s expense invoice for the period of July 1st thru August 6th, 2010. We are also providing the back-up documentation for our expenses during this time frame. This invoice includes incidental expenses only.

If you should have any questions regarding this invoice, please feel free to call me at (321) 441-8500.

Sincerely,
BECK DISASTER RECOVERY, INC.

Natalie Chance

Natalie Chance
Accountant

Encl

BDR
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 29, 2010
Project No: 13-10013-19999
Invoice No: 0119405

Project 13-10013-19999 HIDALGO COUNTY, TX: EXPENSES ONLY

Professional Services Ending August 6, 2010

Task 9999 EXPENSES

Fee		**7,110.59**
	Task total	**$7,110.59**
	INVOICE TOTAL	**$7,110.59**

HIDALGO COUNTY EXPENSES: VAC TRUCKS

BDR-Beck Disaster Recovery

Summary of Expenses July 2010

BDR FTE Expenses	Billable Amount
GONZALES, ELIZABETH / TOTAL	$ 104.28
IVEY, PHIL / TOTAL	$ 2,231.79
THOMAS, CORETY / TOTAL	$ 1,534.81
TURNER, LAUREN / TOTAL	$ 1,905.87
WALL, THOMAS / TOTAL	$ 1,333.84
Total BDR FTE Expenses	$ 7,110.59

GRAND TOTAL	$ 7,110.59

HIDALGO COUNTY EXPENSES - VAC TRUCKS

BDR-Beck Disaster Recovery

Summary of Expenses July 2010

Category	Date	Name/Expenses	Actual Amount	Billable Amount
SURFACE TRAVEL	7/9/2010	GONZALES, ELIZABETH / HERTZ CAR RENTAL 7/7 - 7/9/10	$ 104.28	$ 104.28
TOTAL		**GONZALES, ELIZABETH / TOTAL**	**$ 104.28**	**$ 104.28**

Hertz

1 RN RR H35995315

ELIZABETH, VELAZQUEZ /GONZALES

VEHICLE 01695/2278257 VIN# 1NXBU4EE2AZ200621
LIC TX BC8X724 CLS C4 10 FUEL: 3 /8 OUT 3 /8 IN

PREPARED BY:0819/TXBRO15 COMPLETED BY: 0615/TXBRO15
RENTED: 07/07/2010 09:00 @ BROWNSVILLE
RETURN: 07/09/2010 13:02 @ BROWNSVILLE
PLAN IN: Custom PLAN OUT: RATE CLASS C4

MILEAGE IN	14511	TR-X MILES	0	
MILEAGE OUT	14154	MILES ALLOWED	0	
MILES DRIVEN	357	MILES CHARGED	0.00	
BASE RATE	**3**	**@ $ 30.00 / DAY**	**$**	**90.0**

ADJUSTMENTS			
SUBTOTAL		**T $**	**90.0**
LDW	DECLINED	$	
LIS	DECLINED	$	
PAI PEC	DECLINED	$	
SURCHARGE		$	4.8
TAX 10.00 % ON EST. TAXABLE TTL $ 94.80		$	9.48
CUSTOMER CHARGE		$	104.28
CHARGED ON: VI	**XXXXXXXXXXXXX8361**	**$**	**104.28**
CUSTOMER BALANCE		$	0.00

HOW WAS YOUR EXPERIENCE?
WE'D LIKE YOUR FEEDBACK.
1) Visit WWW.HERTZSURVEY.COM
2) Enter Access Code: 07698
3) Take Brief Survey

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

HIDALGO COUNTY EXPENSES - VAC TRUCKS

BDR-Beck Disaster Recovery

Summary of Expenses July 2010

Category	Date	Name/Expenses	Actual Amount	Billable Amount
HOTELS	7/1/2010	THOMAS, COREY / Courtyard Marriott 7/1/10	$ 134.47	$ 100.57
HOTELS	7/2/2010	THOMAS, COREY / Courtyard Marriott 7/2/10	$ 134.47	$ 100.57
SURFACE TRAVEL	7/2/2010	THOMAS, COREY / Stripes - Valero	$ 38.15	$ 38.15
SURFACE TRAVEL	7/6/2010	THOMAS, COREY / TA Travel Center	$ 17.58	$ 17.58
DINNER	7/7/2010	THOMAS, COREY / Wok Express	$ 10.01	$ 10.01
DINNER	7/8/2010	THOMAS, COREY / Arturo's	$ 19.68	$ 19.68
SURFACE TRAVEL	7/8/2010	THOMAS, COREY / Valero	$ 24.70	$ 24.70
SURFACE TRAVEL	7/9/2010	THOMAS, COREY / Speedy Stop	$ 42.86	$ 42.86
SURFACE TRAVEL	7/10/2010	THOMAS, COREY / Budget 7/1 - 7/10/10	$ 1,180.69	$ 1,180.69
TOTAL		**THOMAS, COREY / TOTAL**	**$ 1,602.61**	**$ 1,534.81**

COURTYARD Marriott

Courtyard by Marriott
Harlingen

1725 W. Filmore Ave
Harlingen, Tx 78550
T 956.412.7800

Corey/Mr Thomas
Po Box 140926
Orlando FL 32814-0926
Beck Disaster Recovery

Room: 340
Room Type: KSOF
Number of Guests: 1
Rate: $119.00 Clerk: ELI

Arrive: 01Jul10 Time: 03:19AM Depart: 03Jul10 Time: 07:24AM Folio Number: 83667

Date	Description	Charges	Credits
01Jul10	Room Charge	159.00	
01Jul10	State Occupancy Tax	9.54	
01Jul10	City Tax	11.13	
03Jul10	Visa		179.67
	Card #: VIXXXXXXXXXXXX1794/XXXX		
	Amount: 179.67 Auth: 07186D Signature on File		
	This card was electronically swiped on 02Jul10		
	Balance:	**0.00**	

13% tax

see next pg.

<45.20> credited

134.47 Actual

Marriott Rewards Account # XXXXX9122. Your Marriott Rewards points/miles earned on your room rate will be credited to your account. For account activity: 801-468-4000 or MarriottRewards.com.

As requested, a final copy of your bill will be emailed to you at: THOMACOR@GMAIL.COM. See "Internet Privacy Statement" on Marriott.com.

C. Thomas

13-10013

7/1/10

GSA max is 89.00/person/night + tax.

Base 89.00
Tax% x .13
Tax 11.57

89.00
+11.57
100.57 Max GSA allowable.

Billable at $100.57

COURTYARD Marriott

Courtyard by Marriott
Harlingen

1725 W. Filmore Ave
Harlingen, Tx 78550
T 956.412.7800

Corey/Mr Thomas
Po Box 140926
Orlando FL 32814-0926
Beck Disaster Recovery

Room: 340
Room Type: KSOF
Number of Guests: 1
Rate: $119.00 Clerk: ELI

Arrive: 01Jul10 Time: 03:19AM Depart: 03Jul10 Time: 07:24AM Folio Number: 83667

Date	Description	Charges	Credits
02Jul10	Room Charge Rebate		40.00
02Jul10	State Occupancy Tax		2.40
02Jul10	City Tax		2.80
02Jul10	Room Charge	119.00	
02Jul10	State Occupancy Tax	7.14	
02Jul10	City Tax	8.33	
03Jul10	Visa		89.27

July 1, 2010

13% tax

134.47

Card #: VIXXXXXXXXXXXX1794/XXXX
Amount: 89.27 Auth: 07186D Signature on File
This card was electronically swiped on 02Jul10

Balance: 0.00

Marriott Rewards Account # XXXXX9122. Your Marriott Rewards points/miles earned on your room rate will be credited to your account. For account activity: 801-468-4000 or MarriottRewards.com.

As requested, a final copy of your bill will be emailed to you at: THOMACOR@GMAIL.COM. See "Internet Privacy Statement" on Marriott.com.

C. Thomas

7/2/10

GSA max is 89.00/ person/night + tax

89
x .13 tax%
11.57 tax

89
+11.57
$100.57 Max Allowable

billable at $100.57

C. Thomas

STRIPES #2205
1009 EXPRESSWAY 83
DONNA
TX. 78537

TP48577309-001 STRIPES # 2205
1009 EXPWY 83
DONNA TX 78

< DUPLICATE RECEIPT >

DATE 07/02/10
TIME 7:40 PM
AUTH# 00654D

VISA

PUMP	PRODUCT	PPG
02	UNLD	$2.559

GALLONS	TOTAL
14.909	$38.15

THANKS, COME AGAIN
?205 TILL XXXX DR# 0 TRAN#
07/02/10 19:41:08

Surface Travel

C. Thomas

THANK YOU
FOR SHOPPING
TA TRAVELCENTER #235
EDINBURG
TX 78541

***** DUPLICATE RECEIPT *****

Store: 0235 Dispenser #: 08
Date: 07-06-10 Time 01:25

VISA
Card: XXXXXXXXXXXX1794
Unleaded Regular
Price/Gallon $2.499
Gallons: 7.034
Fuel Amount $17.58
Sale Amount $17.58
Approval: 02509D

***** DUPLICATE RECEIPT *****

Wok Express

WOK EXPRESS
4013 S MCCOLL
EDINBURG, TX 78539
956-664-1355

Merchant ID: 4223697600211705
Term ID: 1111

-Diet Coke

Sale

-General Tso's Chicken

VISA
XXXXXXXXXXXX1794
Entry Method: Swiped
Apprvd: Online Batch#: 000007
~~07/08/10~~ 7/07/10 09:00:07
Inv#: 00000007 Appr Code: 07155D

Total: $ 10.01

Customer Copy

THANK YOU
FOR VISITING!

No itemized Available ✓

C. Thomas

Dinner

Arturo's

409 & TRENTON
EDINBURG, TX 78593
PHONE: 956-292-0279

174 MARIA A

Chk 2072 Jul08'10 06:54PM Gst 0

DINE IN

1 ARTUROS SPECIAL	13.79
1 TORTILLA SOUP	4.39
4 --TO GO--	
XXXXXXXXXXX1794	
VISA	19.68
FOOD/BEVG	18.18
Tax Collect	1.50
Payment	19.68

Come back and see us again soon!

C. Thomas

Dinner

THANK YOU-COME AGAIN
TO VALERO
CORNER STORE
VALERO.COM

TP48645844-001
VALERO 1542
2104 W TRENTON RD
EDINBURG TX 7853

C. Thomas

DATE 01/08/10
TIME 2:49 AM
AUTH# 08028D

VISA

PUMP	PRODUCT	PPG
09	UNLD	$2.469

GALLONS	TOTAL
10.003	$24.70

Store #1542
2104 W Trenton Rd
Edinburg, TX

Surface Travel

WELCOME
SPEEDY STOP 93
1524 ED CAREY
HARLINGEN
TEXAS

Speedy Stop #93
1524 Ed Carey BLVD
Harlingen TX

Stn# 307793
VISA
THOMAS/COREY
INV # 9323420

AUTH # 00951D
DATE 07/09/10 20:12
PUMP # 04
PRODUCT: REGUNL
GALLONS: 17.015
PRICE/G: $ 2.519
FUEL SALE $ 42.86

Tell us about
your shopping
experience by
logging onto
Survey.Chevron.com

THANK YOU
HAVE A NICE DAY

C. Thomas

Surface Travel

Budget

>>Return<< RA Document 923427680
RESERVATION # 12972452-US-3S
CAR# 4 2 0 7 3 8 3 5 Car Group S
WHI FORD EXL2 4DR TX BH6H656

THOMAS,COREY

WIZ# = KJ011X BCD# = T500400

Out HOBBY, HOUSTON,TX D28JUN10/2100
In HOBBY, HOUSTON,TX 10JUL10/0656
Miles-Out 21606 Miles-In 23280
Miles Driven 1674 Fuel In 8/8
Method of pay = CLUB
VISA XXXXXXXXXXX1794

Rate CQ/S	11 DY 10 HR		
0 MI @	.00	=	
0 HR @	59.51	=	
5 DY @	40.00	=	200.00
1 WK @	593.99	=	593.99
CQ/S	1674FM		
TIME & MILEAGE		=	793.99
COUNTER PRODUCTS		+ =	99.50
##$ 0.52/DY ERF		+ =	6.24
*REG/LIC FEE $2.25/DY		+ =	27.00
**11.11% FEE		+ =	99.96
Subtotal		=	1026.69
Tax 15.000%		+ =	154.00
Total Charges		=	1180.69
AMOUNT DUE CV USD		=	1180.69

*REIMB PROP TAX/TITLE/REG/LIC $2.25DY
##ENERGY RECOVERY FEE
**CONCESSION RECOVERY FEE

The amount that appears in "Amount Due" has been billed to your VISA Card.
All charges are subject to audit and change if any errors are found.
For local inquiries call 713-643-9395. Thank you for renting from Budget.

3432/0A91/10191/07:56/0

HIDALGO COUNTY EXPENSES - VAC TRUCKS

BDR-Beck Disaster Recovery

Summary of Expenses July 2010

Category	Date	Name/Expenses	Actual Amount	Billable Amount
BREAKFAST	7/3/2010	IVEY, PHIL / Whataburger	$ 8.95	$ 8.95
LUNCH	7/3/2010	IVEY, PHIL / McDonald's	$ 6.04	$ 6.04
DINNER	7/3/2010	IVEY, PHIL / El Pollo Loco	$ 25.01	$ 25.01
SURFACE TRAVEL	7/3/2010	IVEY, PHIL / Chevron	$ 49.50	$ 49.50
HOTELS	7/3/2010	IVEY, PHIL / Comfort Inn Rm for Corey Thomas 7/3/10	$ 74.57	$ 74.57
LUNCH	7/4/2010	IVEY, PHIL / Stripes	$ 9.28	$ 9.28
DINNER	7/4/2010	IVEY, PHIL / Don Felipe	$ 16.94	$ 16.94
SURFACE TRAVEL	7/4/2010	IVEY, PHIL / Stripes	$ 50.00	$ 50.00
DINNER	7/5/2010	IVEY, PHIL / Mcdonald's	$ 6.47	$ 6.47
INCIDENTAL	7/5/2010	IVEY, PHIL / Stripes/Love's	$ 3.53	$ 3.53
BREAKFAST	7/6/2010	IVEY, PHIL / Mcdonald's	$ 9.63	$ 9.00
DINNER	7/6/2010	IVEY, PHIL / 409 & Trenton	$ 30.18	$ 29.00
SURFACE TRAVEL	7/6/2010	IVEY, PHIL / Love's	$ 47.00	$ 47.00
BREAKFAST	7/7/2010	IVEY, PHIL / Whataburger	$ 6.37	$ 6.37
LUNCH	7/7/2010	IVEY, PHIL / Subway	$ 23.82	$ 13.00
DINNER	7/7/2010	IVEY, PHIL / Walmart	$ 37.21	$ 29.00
DINNER	7/8/2010	IVEY, PHIL / 409 & Trenton	$ 32.86	$ 29.00
INCIDENTAL	7/8/2010	IVEY, PHIL / Taco Palenque	$ 7.14	$ 5.00
SURFACE TRAVEL	7/8/2010	IVEY, PHIL / El-Tigre 11	$ 20.20	$ 20.20
LUNCH	7/9/2010	IVEY, PHIL / Wendy's	$ 9.00	$ 9.00
SURFACE TRAVEL	7/9/2010	IVEY, PHIL / Stripes	$ 50.00	$ 50.00
HOTELS	7/9/2010	IVEY, PHIL / Comfort Inn Rm for Corey Thomas 7/4 - 7/9	$ 406.74	$ 406.74
HOTELS	7/9/2010	IVEY, PHIL / Comfort Inn Rm for Lauren Turner 7/4 - 7/9	$ 406.74	$ 406.74
HOTELS	7/9/2010	IVEY, PHIL / Comfort Inn Rm for Phil Ivey and Office 7/3 - 7/9	$ 527.99	$ 527.99
LUNCH	7/12/2010	IVEY, PHIL / McDonald's	$ 8.12	$ 8.12
DINNER	7/12/2010	IVEY, PHIL / Delia's	$ 12.21	$ 12.21
SURFACE TRAVEL	7/12/2010	IVEY, PHIL / Stripes	$ 48.92	$ 48.92
HOTELS	7/12/2010	IVEY, PHIL / Comfort Inn Rm for Phil Ivey and Office 7/10-7/12	$ 217.71	$ 217.71
BREAKFAST	7/13/2010	IVEY, PHIL / Delia's	$ 12.72	$ 9.00
DINNER	7/13/2010	IVEY, PHIL / Church's	$ 21.64	$ 21.64
INCIDENTAL	7/13/2010	IVEY, PHIL / McDonald's	$ 1.29	$ 1.29
HOTELS	7/13/2010	IVEY, PHIL / Comfort Inn Rm for Phil Ivey and Office 7/13	$ 74.57	$ 74.57
TOTAL		**IVEY, PHIL / TOTAL**	**$ 2,262.35**	**$ 2,231.79**

Phil A. Ivey
04393
1 of 2

WHATABURGER.

Whataburger

Restaurant 317
101 North By-Pass 281
Falfurrias, TX 78355
(361)325-5888
General Manager - Alvarez, Armando
1-800-6Burger

7/3/2010 10:12:07 AM
Order 118329 Cashier: Melissa P

1 #14 ML-HNYBTRCKN BISCUIT	3.69
**********	0.00
HB	0.00
SM COKE	0.00
SubTotal	3.69
Tax	0.30
Total	**3.99**
American Express	3.99

Acct:XXXXXXXX2009

Approval:515989

****

Table Tent #20
Order 118329 1 of 2

****

Take Out
Thank you for visiting!

Phil A. Ivey
04393
2 of 2

WHATABURGER.

Whataburger

Restaurant 317
101 North By-Pass 281
Falfurrias, TX 78355
(361)325-5888
General Manager - Alvarez
1-800-6Burger

7/3/2010 10:0 AM
Order 118326 Cashier: Melissa P

1 DOUBLE MEAT WB	4.09
LARGE CHEESE	0.49
**********	0.00
SubTotal	4.58
Tax	0.38
Total	**4.96**
American Express	4.96

Acct:XXXXXXXX2009

3.99
~~8.95~~

Approval:574779

****

Table Tent #37
Order 118326 2 of 2

****

Take Out
Thank you for visiting!

Breakfast

Phil A. Ivey
04393

www.mctexas.com/31240
1-800-350-8635
Store Manager
Juan Lopez

1407 SOUTH HWY 281
FALFURRIAS, TX 78355

THANK YOU

MCDONALDS TEL# (361)325-3752

65 KS#13 **S#1** Jul.03'10(Sat)10:29
STORE# 31240

1 TANGY HONEY MUST CUP	0.00
1 6NUG/AD MTY KID TOY	3.19
1 DOUBLE HAMBURGER	1.00
1 W/OUT PICKLE	
, SLIV O *	
1 SML ORANGE JUICE CC	1.39
SUB TOTAL	5.58
TAX	0.46
	6.04
CASH TENDERED	10.05
CHANGE	4.01

lunch

RECIBE $1 DE DESCUENTO EN TU PROXIMA VISITA

04383

EL POLLO LOCO
STORE 3463
601 W. Nolana Loop
McAllen, TX 78504
TEL (956) 971-8314
elpolloloco.com

Date: Jul03'10 07:49PM
Card Type: Amex
Acct #: XXXXXXXXXXX2017
Trans Key: AIA0034711871132
Exp Date: XX/XX
Auth Code: 500222
Check: 275
Check ID: ANA MARIA
Server: 29 PAMELA M

Total 27.05

- 2.04

25.01

I agree to pay above total according to my card issuer agreement.

1of3

Customer Copy

GET $1 OFF ON YOUR NEXT VISIT

RECIBE $1 DE DESCUENTO EN TU PROXIMA VISITA

EL POLLO LOCO
STORE 3463
601 W. Nolana Loop
McAllen, TX 78504
TEL (956) 971-8314
elpolloloco.com

29 PAMELA M

Chk 275 ANA MARIA Gst 0
Jul03'10 07:47PM

To Go

1 CHKN MEAL10p 19.99
10PC MIXED
Regular
4 Corn Tort
LG BEANS
LG RICE
1 10PC MIXED 5.00
4 Corn Tort
Regular
XXXXXXXXXX2017 XX/XX
Amex 27.05

Subtotal 24.99
Tax 2.06
Payment 27.05

2of3

Your Order: 275

GET $1 OFF ON YOUR NEXT VISIT

RECIBE $1 DE DESCUENTO EN TU PROXIMA VISITA

Phil A. Ivey
Restaurant
* KITCHEN *
04383
29 PAMELA M

ANA MARIA
Chk 275 Gst 0

To Go

10PC MIXED
Regular
1 4 Corn Tort
1 LG PLAN
1 LG R
1 10P XED
4 Corn Tort
Regular

Jul03'10 07:49PM

3of3

GET $1 OFF ON YOUR NEXT VISIT

Dinner

Phil A. Ivey
04393

, 00352607

07/03/2010 5:20:16 AM 9070

XXXXXXXXXXX2009 AMEX
INVOICE E/0772736
AUTH 530316

PUMP#16	
REGULAR	18.757G
PRICE/GAL	$ 2.639
FUEL TOTAL	$49.50

	Total = $49.50
CRIND Credit	$49.50

Tell us about
your shopping
experience by
logging onto
Survey.Chevron.com

Surface Travel

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157384
Date: 07/04/10
Page: 1 of 1
Room: 216 BAR
Arrival Date: 07/03/10 23:11
Departure Date: 07/04/10 11:06
Frequent Traveler ID: GP-PAI0601
You were checked out by: GOPI
You were checked in by: EP

BECK DISASTER RECOVERY INC.

For Corey Thomas

IVEY, PHIL 04393
207 RUTH ST
PENSACOLA, FL 32505-1331 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/03/10	ROOM CHARGE	#216 IVEY, PHIL	65.99
07/03/10	STATE TAX	STATE TAX	3.96
07/03/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/04/10	AMERICAN EXPRESS	AMERICAN EXPRESS Acct: **********2009	-74.57
		Balance Due:	0.00

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

Max GSA is $89.00/per person/night + tax.
Actual is less than GSA - bill at actual of $74.57

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 216
Arrival Date: 07/03/10
Departure Date: 07/04/10
Account: TX560 - 157384
Frequent Traveler ID: GP-PAI0601

Approval Number: 530521
Card Type: AX
Date: 7/4/2010
Card Number: **********2009
Total: 74.57

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32505-1331 US
phil.ivey71@gmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.

Phil A Ivey $9.28

Stripes # 9773
1611 S Closner Blvd
Edinburg TX 04393

TP48572966-001 STRIPES 9773
1611 S CLOSNER
EDINBURG TX 78539

	Descr.	qty	amount
	<CUSTOMER COPY>		
T	NF BEEF FAJITA T	1	1.99
T	NF XTRA CHZ/BN/B	2	0.78
T	MARS SNICKER 2PC	1	1.50
T	32 OZ FOUNTAIN E	1	0.92
T	NF BEEF FAJITA T	1	1.99
T	NF XTRA CHZ/BN/B	2	0.78
T	NF 14 OZ GRANDE	1	1.99
	Sub Total		10.04
	Tax		0.83
	TOTAL		10.87
	CREDIT $		10.87

CARD TYPE: DISCOVER
CARD NAME: IVEY/PHIL
ACCT NUMBER: XXXX XXXX XXXX 9209
TRANS TYPE: SALE
APPROVAL: 00405R INVOICE: 209146
AMOUNT: $ 10.87

APPROVED 00405R
********** ********** **********

THANKS, COME AGAIN
REG# 0004 CSH# 019 DR# 01 TRAN# 45716
07/04/10 12:05:48 ST# 9773

$ 9.28

Lunch

TAQUERIA
DON FELIPE
583-9980
Ph. I A. Ivey
04393

DATE 07/04/2010 SUN

FOOD T1	$3.99
FOOD T1	$4.49
FOOD T1	$4.99
189X @0.03 -2	
SODA T1	$5.67
TAX1	$1.58
TOTAL	$20.72
CASH	$21.00
CHANGE	$0.28
CLERK 01	No.00125
TIME 15:42	00

ee requested
$ 16.94

Dinner

Phil A. Ivey 04393

Stripes # 97
1611 S Closner Blvd
Edinburg TX

TP185729G6-001 STRIPES 9..
1611 S CLOSNER
EDINBURG TX 78539

DUPLICATE OUTDOOR RECEIPT

DATE 07/04/10
TIME 11:57 AM
AUTH# 009029

DISCOVER

PUMP	PRODUCT	PPG
09	UNLD	$2.499

GA	S	TOTAL
20		$50.00

THANKS, COME AGAIN

Surface Travel

Phil A. Ivey
04393

APPLY NOW @
www.mcdtexas.com/19437
Store Mgr: Gus V.956-781-3557
Comment Line:1-877-551-5785

104 W NOLANA
PHARR, TX 78577

THANK YOU

MCDONALDS RESTAURANT TEL# (956)781-3557

55 KS#13 **S#1** Jul.05'10(Mon)18:34
STORE# 19437

1 4NUG/AD HPY ML TOY	2.59
2 DOUBLE CHEESEBURGER	2.38
1 NO SLIV O	
NO PICKLE	
1 NO SLIV O	
NO PICKLE	
1 CHD SPRITE	1.00
1 NO ICE	
SUB TOTAL	5.97
TAKE OUT TAX	0.50
	6.47
CASH TENDERED	7.00
CHANGE	0.53

Dinner

Phil A. Ivey
04393

Love's Travel Stops 1 of 2

STORE #284
8420 N. Expressway 281
Edinburg, TX 78541
Phone: (956)316-1782

07/05/2010 17:59:11 Tkt #221511

Type: SALE (ORIGINAL)

Qty	Name	Price	Total
1	AQUAFINA WATER 20OZ		1.39
1	LIL DRUG ADVIL		1.79
	Subtotal		3.18
	Sales Tax		0.00
	Total		3.18
	Receive...		
	Cash		3.25
	Change Cash		-0.07

Reg 2 Clerk:Aurora

Phil A. Ivey

Stripes # 9773
1611 S Closner Blvd
Edinburg TX 04393

TP48572966-001 STRIPES 9773
1611 S CLOSNER
EDINBURG TX 78539

2 of 2

Descr.	qty	amount
<CUSTOM. R COPY>		
T NF DE RED HOT BF	2	1.98
Sub Total		1.98
Tax		0.16
TOTAL		**2.14**
CREDIT	$	2.14

CARD TYPE: AMEX
CARD NAME: IVEY/PA
ACCT NUMBER: XXXX XXXXXX X2009
TRANS TYPE: SALE
APPROVAL: 540893 INVOICE: 210059
AMOUNT: $ 2.14

Water +1.39
3.53

APPROVED 540893
****

THANKS, COME AGAIN
REG# 0004 CSH# 015 DR# 01 TRAN# 46839
07/05/10 22:20:58 ST# 9773

Incidental

Phil A. Ivey
04383

!!!Now Hiring!***
For Day, Weekend & Overnight Positions
Apply online:www.mctexas.com/25554
Comments and Complaints:1 888 830 2228

1605 W. UNIVERSITY
EDINBURG, TX 78539

1 of 2

THANK YOU

MCDONALDS TEL# (956)387-0516

43 KS#13 **S#1** Jul.06'10(Tue)08:46
STORE# 25554

2 SOUTHERN CKN BISCUIT	4.20
2 CHOCOLATE MILK	2.00
SUB TOTAL	6.20
TAKE OUT TAX	0.51
	6.71
CASH TENDERED	20.00
CHANGE	13.29

Phil A. Ivey
04383

!!!Now Hiring!***
For Day, Weekend & Overnight Positions
Apply online:www.mctexas.com/25554
Comments and Complaints:1 888 830 2228

2 of 2

1605 W. UNIVERSITY
EDINBURG, TX 78539

THANK YOU

MCDONALDS TEL# (956)387-0516

69 KS#01 **S#1** Jul.06'10(Tue)09:39
STORE# 25554 MER# KB48221760001

Order #169 EAT IN

1 HOTCAKES	2.70
SUB TOTAL	2.70
EAT IN TAX	0.22
	2.92

CARD ISSUER ACCOUNT #
AMEX SALE **********2017
TRANSACTION AMOUNT 2.92
AUTH CODE 527951 SEQ# 7088

CASH TENDERED	0.00
CHANGE	0.00

9.63

Breakfast billable at $9.00 (max GSA)

1 of 3 Phil A. Ivey 04393

409 & TRENTON
EDINBURG, TX 78593
PHONE: 956-292-0279

Ruby C

Chk 1902 Jul06'10 09:44PM Gst 0

DINE IN

1 BEEF FAJITA PARR	25.99
FLOUR TORTILLAS	
XXXXXXXXXXX0844	
VISA	28.13
FOOD/BEVG	25.99
Tax Collect	2.14
Payment	28.13

+2.05

Come back and see us again soon!

30.18

2 of 3

409 & TRENTON
EDINBURG, TX 78593
PHONE: 956-292-0279

176 Ruby C

Chk 1903 Jul06'10 09:50 Gst 0

DINE IN

1 DIET COKE	1.89
LG	
CASH	5.00
FOOD/BEVG	1.89
Tax Collect	0.16
Payment	2.05
Change Due	2.05

+28.13

Come back and see us again soon!

30.18

Phil A. Ivey 04393

409 & TRENTON
EDINBURG, TX 78593
PHONE: 956-292-0279

Date:	Jul06'10 09:45PM
Card Type:	VISA
Acct #:	XXXXXXXXXXXX0844
Card Entry:	SWIPED
Trans Type:	PURCHASE
Trans Key:	AIA003484386481
Auth Code:	04547A
Check:	1902
Server:	176 Ruby C

Subtotal: 28.13

Signature
I agree to pay above total according to my card issuer agreement.

*** Customer Copy ***

Dinner billable at $29.00 (max GSA)

3 of 3

Ph.1 A. Log
04393

Lone Star
Travel Stops

STORE #284
3220 N. Expressway 281
Edinburg, TX 78541
Phone: (956) 316-1782

2010 19:27:19 Tkt #335044

SALE (ORIGINAL)

Item	Price	Total
89 CRUNCHY CHEETOS		5.98
APPS BABY BOTTLE PO		1.59
UNLEADED REGULAR		47.00
Pump:	10	
Gallons:	18.807	
Price / Gal:	2.499	
Total		54.57
Tax		0.13
		54.70

Tendered
54.70
**********0614 SWIPED
Auth No: 02577A

7-6-10

Clerk: Yvonne

Surface Travel

Phil A. Ivey

04393



Whataburger

Restaurant 60
2107 South 281 Highway
Edinburg, TX 78539
(956)383-3991
General Manager - Martinez II
1-800-GBurger

[illegible]/2010 [illegible] AM
Order: 502540 Cashier:

1 #14 ML-HNYBTRCKN BISCUIT	[illegible]
**********	[illegible]
HB	[illegible]
ML-CH MILK	0.00
1 BOB [illegible]	2.19

SubTotal	5.88
Tax	0.49
Total	6.37
American Express	6.37

Acct:XXXXXXXX2009

Approval:506164

****

Order 502540

****

2 Drive Thru

Thank you for visiting!

Breakfast

Phil Ar Ivey 04383

SALE RECEIPT

Store #22356 tko 07/07/10 13:33:38
Subway Sandwiches & Salads
3512 N 23rd St.
McAllen TX 78504
956-994-8710
Trans# 48 Clerk 2 maria hernandez
Dwr1 TRDT 070710 Reg-1D REG-MAIN
Receipt # 0000309849

--- ITEM ---	QTY		PRICE	MEMO	PLU
TURKEY fr	1	T	$ 6.00		10223
RST CHICK fr	1	T	$ 5.00		14735
TURKEY/HAM fr	1	T	$ 6.00		10224
MEATBALL fr	1	T	$ 5.00		10229

Sa[illegible] .82

TAKE-OUT **TOTAL $ 23.82
CredCardAMT TEND $ 23.82

CHANGE DUE$ 0.00

5.00 BOX-LUNCH
(6" SUB, CHIP, & COOKIE)

Approval No: C0799R
Reference No. 018818459591
Account No: **********9209
Card Issuer: DISCOVER
Amount: $23.82

Host Order ID: 130416800000155168

Lunch
billable @ 13.00
(max GSA)

Walmart

Save money. Live better.

Phil A Ivey 04393

Walmart
MANAGER SERGIO GARZA
(956) 618 - 2018

ST# 3886 OP# 00000566 TE# 10 TR# 07045

JB STRWBY MM	060069900016	F	1.00	O
GV REG MARSH	007874211915	F	0.92	O
CAC OAXACA	007456200115	F	2.68	O
CRAISINS	003120029450	F	3.58	O
YOP CHERRY	007047000303	F	0.47	O
BERTOLLI LT	004179000435	F	12.48	O
DRIED PLUMS	078683101944	F	1.98	O
SPICE/EXTRAC	004131301753	F	2.78	O
	SUBTOTAL		25.89	
MUG	001200081000	F	3.98	X
ORNGETTE12PK	007874220984	F	2.50	X
	SUBTOTAL		32.37	
SC COLA	007874243015	F	3.98	X
	SUBTOTAL		36.35	
TAX 1	8.250 %		0.86	
	TOTAL		37.21	
	AMEX TEND		37.21	

ACCOUNT #2009
APPROVAL #521669

CHANGE DUE 0.00

ITEMS SOLD 11

TC# 3701 4176 4945 6472 6097

We want you to pay the lowest price.
Ask about our price match policy.
07/07/10 22:10:25

CUSTOMER COPY

Dinner
billable at
$ 29.00

Phil A. Ivey
04383

409 & TRENTON
EDINBURG, TX 78593
PHONE: 956-292-0279

Date: Jul08'10 06:52PM
Card Type: DISCOVER
Acct #: XXXXXXXXXXX9209
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: CIC002855335317
Auth Code: 00884R
Check: 2070
Server: 174 MARIA A

Subtotal: 32.86

Signature
I agree to pay above total according to my card issuer agreement.

*** Customer Copy *** 1of2

Phil A. Ivey
04383

409 & TRENTON
EDINBURG, TX 78593
PHONE: 956-292-0279

174 MARIA A

Chk 2070 Jul08'10 06:50PM Gst 0

DINE IN

1 TORTILLA SOUP	4.39
1 BEEF FAJITA PARR	12.99
1/2 POUND	
FLOUR TORTILLAS	
1 CHKN FAJ PARRILL	9.99
1/2 POUND	
FLOUR TORTILLAS	
NO SIDES	
<--YOU TYPE-->	
1 FLAN	2.99
5 --TO GO--	
XXXXXXXXXXX9209	
DISCOVER	32.86
FOOD/BEVG	30.36
Tax Collect	2.50
Payment	32.86

Come back and see us again soon!

2of2

Dinner
billable at
$29.00
(max GSA)

Phil A. Ives
04393

TACO PALENQUE
3020 N. 10th Street
McAllen, Texas
(956) 686-0102

10

Host: MEME
10

07/08/2010
10:57 PM
10303

PIRATA TACO (2 @3.99)	7.98
Subtotal	7.98
Tax	0.66
To Go Total	8.64
AMEX #XXXXXXXXXXX2017	8.64
Auth:584164	-7.14

SIGNATURE : _____

"NOW OPEN 24 HOURS"
OPEN EVERYDAY
"We never close"
Any comments? Please leave
a message at 1-866-233-TACO
info@tacopalenque.com

--- Check Closed ---

Incidental
billable at
$5.00

(max GSA)

E...
DIN Phil A Ivq 04393

EL-TIGRE 11
4120 S BUS 281
EDINBURG, TX.
07/08/2010 14:49
PUMP 1 Regular
GALLONS 8.084
@ $2.499/GAL
FUEL $20.20

TOTAL $20.20
AMEX $20.20
**********2009

TL/NOTAX $20.20
TAX PD $0.00
RECEIPT NO. 2-4345
THANK YOU!!!!!!!!
REPRINT

Surface Travel

Phil A Ivey
04383

THANK YOU FOR
CHOOSING WENDY'S

PLEASE COME AGAIN!

REG 2 ORDER 219 STORE SW41

DATE: 7/09/10 TIME: 2:31PM

Cashier 219 GONZALEZ M
CREDIT SALE

CREDIT

1 SPCYCKN COMBO	5.99
1 [illegible]	.00
[illegible] KE	.00
[illegible]	.00
[illegible]	
CHE[illegible]	.60
1 REFILLS	.00
1 ULT G-CK COMBO	5.99
1 CHILI	.00
EXTRA SHRED CH	.60
1 Small-CO KE	.00
1 GRILL CK	.00
1 REFILLS	.00
1 CAES SLD	1.49
RANCH	.00

SUBTOTAL		14.67
TAX		1.21
Eat-in Total	only	15.88
CASH TEND	$ 9.00	15.88
Change		.00

Lunch

Phil A. Ivey
04393

Welcome To
Stripes 2156
4219 S. McColl
Edinburg Texas 78539
956-994-0879

TP48570601-001
STRIPES 2156
4218 S MCCOLL
EDINBURG TX 7853

DATE 07/09/10
TIME 10:18 PM
AUTH# 507254

AMEX

PUMP	PRODUCT	PPG
10	UNLD	$2.469

GALLONS	TOTAL
[illegible]	$50.00

THANK YOU
HAVE A NICE DAY

Surface Travel

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157393
Date: 07/09/10
Page: 1 of 2
Room: 207 S3A
Arrival Date: 07/04/10 11:05
Departure Date:
Frequent Traveler ID: GP-PAI0601
You were checked out by:
You were checked in by: GOPI

Rm For Covey Thomas

IVEY, PHIL
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/04/10	ROOM CHARGE	#207 IVEY, PHIL	59.99
07/04/10	STATE TAX	STATE TAX	3.60
07/04/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/05/10	ROOM CHARGE	#207 IVEY, PHIL	59.99
07/05/10	STATE TAX	STATE TAX	3.60
07/05/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/06/10	ROOM CHARGE	#207 IVEY, PHIL	59.99
07/06/10	STATE TAX	STATE TAX	3.60
07/06/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/07/10	ROOM CHARGE	#207 IVEY, PHIL	59.99
07/07/10	STATE TAX	STATE TAX	3.60
07/07/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/08/10	ROOM CHARGE	#207 IVEY, PHIL	59.99
07/08/10	STATE TAX	STATE TAX	3.60
07/08/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/09/10	ROOM CHARGE	ROOM CHARGE	59.99
07/09/10	STATE TAX	STATE TAX	3.60

Max GSA is $89.00/person/night + tax.

Actual is less than GSA - bill at actual. $406.74

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 207
Arrival Date: 07/04/10
Departure Date:
Account: TX560 - 157393
Frequent Traveler ID: GP-PAI0601

Approval Number:
Card Type:
Date: 7/9/2010
Card Number:
Total:

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x Phil Ivey 04393

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157393
Date: 07/09/10
Page: 2 of 2
Room: 207 S3A
Arrival Date: 07/04/10 11:05
Departure Date:
Frequent Traveler ID: GP-PAI0601
You were checked out by:
You were checked in by: GOPI

Rm for Corey Thomas

IVEY, PHIL
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/09/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
		Balance Due:	406.74

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 207
Arrival Date: 07/04/10
Departure Date:
Account: TX560 - 157393
Frequent Traveler ID: GP-PAI0601

Approval Number:
Card Type:
Date: 7/9/2010
Card Number:
Total:

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

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x _____ 04393

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.

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EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157380
Date: 07/09/10
Page 1 of 2
Room: 208 S3A
Arrival Date: 07/04/10 11:04
Departure Date:
Frequent Traveler ID: GP-PAI0601
You were checked out by:
You were checked in by: GOPI

Rm for Lauren Turner

IVEY, PHIL
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/04/10	ROOM CHARGE	#208 IVEY, PHIL	59.99
07/04/10	STATE TAX	STATE TAX	3.60
07/04/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/05/10	ROOM CHARGE	#208 IVEY, PHIL	59.99
07/05/10	STATE TAX	STATE TAX	3.60
07/05/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/06/10	ROOM CHARGE	#208 IVEY, PHIL	59.99
07/06/10	STATE TAX	STATE TAX	3.60
07/06/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/07/10	ROOM CHARGE	#208 IVEY, PHIL	59.99
07/07/10	STATE TAX	STATE TAX	3.60
07/07/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/08/10	ROOM CHARGE	#208 IVEY, PHIL	59.99
07/08/10	STATE TAX	STATE TAX	3.60
07/08/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
07/09/10	ROOM CHARGE	ROOM CHARGE	59.99
07/09/10	STATE TAX	STATE TAX	3.60

Max GSA is $89.00/night/person + tax.

Actual is less than GSA - bill at actual of $406.74

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 208
Arrival Date: 07/04/10
Departure Date:
Account: TX560 - 157380
Frequent Traveler ID: GP-PAI0601

Approval Number:
Card Type:
Date: 7/9/2010
Card Number:
Total:

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x Phil Ivey 04393

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157380
Date: 07/08/10
Page: 2 of 2
Room: 208 S3A
Arrival Date: 07/04/10 11:04
Departure Date:
Frequent Traveler ID: GP-PAI0601
You were checked out by:
You were checked in by: GOPI

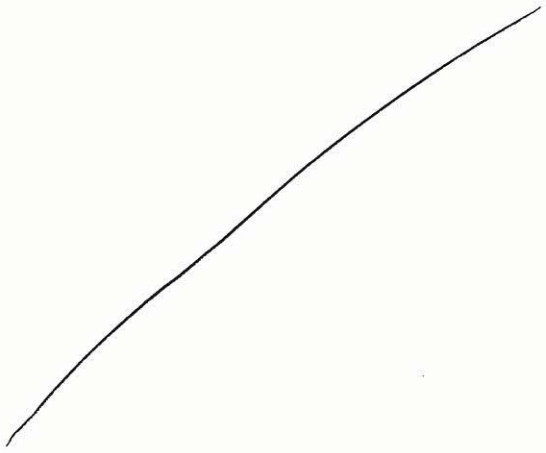
Rm for Lauren Turner

IVEY, PHIL
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/09/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.20
		Balance Due:	406.74

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____



COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 208
Arrival Date: 07/04/10
Departure Date:
Account: TX560 - 157380
Frequent Traveler ID: GP-PAI0601

Approval Number:
Card Type:
Date: 7/9/2010
Card Number:
Total:

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

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x Phil Ivey 04393

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157372
Date: 07/09/10
Page: 1 of 2
Room: 219 S3A
Arrival Date: 07/03/10 11:53
Departure Date:
Frequent Traveler ID: GP-PAI0601
You were checked out by:
You were checked in by: GOPI

Self and office
04393

IVEY, PHIL
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/03/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/03/10	STATE TAX	STATE TAX	3.96
07/03/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/04/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/04/10	STATE TAX	STATE TAX	3.96
07/04/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/05/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/05/10	STATE TAX	STATE TAX	3.96
07/05/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/06/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/06/10	STATE TAX	STATE TAX	3.96
07/06/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/07/10	MISCELLANEOUS	ASKED FOR QUARTERS FOR LAUNDRY	6.00
07/07/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/07/10	STATE TAX	STATE TAX	3.96
07/07/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/08/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/08/10	STATE TAX	STATE TAX	3.96
07/08/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/09/10	ROOM CHARGE	ROOM CHARGE	65.99
07/09/10	STATE TAX	STATE TAX	3.96

Max GSA is $89.00/person/night + tax
Actual is less than GSA, bill at actual of $527.99

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 219
Arrival Date: 07/03/10
Departure Date:
Account: TX560 - 157372
Frequent Traveler ID: GP-PAI0601

Approval Number:
Card Type:
Date: 7/9/2010
Card Number:
Total:

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157372
Date: 07/09/10
Page: 2 of 2
Room: 219 S3A
Arrival Date: 07/03/10 11:53
Departure Date:
Frequent Traveler ID: GP-PAI0601
You were checked out by:
You were checked in by: GOPI

IVEY, PHIL Self and Office
207 RUTH ST 04393
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/09/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
		Balance Due:	527.99

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 219
Arrival Date: 07/03/10
Departure Date:
Account: TX560 - 157372
Frequent Traveler ID: GP-PAI0601

Approval Number:
Card Type:
Date: 7/9/2010
Card Number:
Total:

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x Phil Ivey 04393

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.

Phil A Ivey
04343

NOW HIRING!
ForDay,NighT & Overnight Positions
Apply online at www.mctexas.com/14318
COMMENTS & COMPLAINTS 1 888 830 2228

2120 W. UNIVERSITY
EDINBURG, TX 78539

THANK YOU

MCDONALDS TEL# (956)316-3333

73 KS#02 **S#1** Jul.12'10(Mon)13:57
STORE# 14318 MER# KB48221843001

Order #273 EAT IN

1 4NUG/AD HPY ML TOY	2.60
2 MCDOUBLE	2.00
2 PLAIN	
ONLY KETCHP	
ONLY MUSTRD	
ONLY CHEESE	
1 2 APPLE PIES	1.00
1 LRG VANILLA CONE	0.90
1 CHOCOLATE MILK	1.00
SUB TOTAL	7.50
EAT IN TAX	0.62
	8.12

CARD ISSUER ACCOUNT #
AMEX SALE **********2009
TRANSACTION AMOUNT 8.12
AUTH CODE 590735 SEQ# 0138

CASH TENDERED 0.00

CHANGE 0.00

Lunch

Phil A Ivy

DELIA'S #2
825 W FERGUSON
PHARR, TX 78577
(956) 783-7799
04393
Sale

Merchant ID: 542929803863877
Term ID: LK757754
07/12/10 16:42:38
Batch#: 000294 Inv #: 000621

AMEX Entry Method: S
XXXXXXXXXXX2017
Seq.#: 0021 Appr Code: 587533
Total: $ 12.21

APPROVED

Customer Copy

THANK YOU FOR YOUR BUSINESS

Phil A. Ivey

DELIA'S
SPECIALIZING IN TAMALES
825 W. FERGUSON PHARR
PHONE:956-783-7783
04393
REG 07-12-2010 16:41
CASHIER MC #01 515620

1	1/2 CHICKEN	$3.59
1	1/2 B&CH	$4.1[illegible]
2	FOUNTAIN DRINKS	$3
	TA1	$1[illegible]
	IX1	$[illegible]
	TL	$12
	CREDIT	$

Dinner

Phil A. Ivey
04393

WELCOME
TO
STRIPES # 9106

TP485/0963 001
STRIPES 9106
1621 W SAM HOUSTON
PHARR TX 7857

DATE 07/12/10
TIME 9:02 PM
AUTH# 545887

AMEX
ACCOUNT NUMBER
XXXX XXXXXX X2009
IVEY/PA

PUMP	PRODUCT	PPG
01	UNLD	$2.439

GALLONS	TOTAL
20.056	$48.92

THANK YOU
HAVE A NICE DAY

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157372
Date: 07/13/10
Page: 1 of 1
Room: 219 S3A
Arrival Date: 07/03/10 11:53
Departure Date: 07/13/10 10:19
Frequent Traveler ID: GP-PAI0601
You were checked out by:
You were checked in by: GOPI

IVEY, PHIL Rm & office
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/10/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/10/10	STATE TAX	STATE TAX	3.96
07/10/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/11/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/11/10	STATE TAX	STATE TAX	3.96
07/11/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/12/10	ROOM CHARGE	#219 IVEY, PHIL	65.99
07/12/10	STATE TAX	STATE TAX	3.96
07/12/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.62
07/13/10	AMERICAN EXPRESS	AMERICAN EXPRESS Acct: **********2009	-217.71
		Balance Due:	6.00

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x Phil A Ivey 04393

Max GSA is 89/person/night + tax
bill At actual of $217.71

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 219
Arrival Date: 07/03/10
Departure Date: 07/13/10
Account: TX560 - 157372
Frequent Traveler ID: GP-PAI0601

Approval Number: 120225
Card Type: AX
Date: 7/13/2010
Card Number: **********2009
Total: 217.71

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.

Phil A. Ivey 04393

DELIA'S #2
825 W FERGUSON
PHARR, TX 78577
(956) 783-7799

Sale

Merchant ID: 542929803863877
Term ID: LK757754
07/13/10 10:19:29
Batch#: 000295 Inv #: 000016

DISCOVER Entry Method: S
XXXXXXXXXXXX9209
Seq.#: 0016 Appr Code: 01389R
Total: $ 12.72

APPROVED

Customer Copy

THANK YOU FOR YOUR BUSINESS

Phil A. Ivey 04393

DELIA'S
SPECIALIZING IN TAMALES
825 W. FERGUSON PHARR
PHONE:956-783-7783

REG 07-13-2010 10:18
CASHIER MC #01 515712

1	CHICKEN	$6.49
1	SPICY PORK	$6.49
	TUESDAY PROM	-2.98
1	FOUNTAIN DRINKS	$1.75
	TA1	$11.75
	TX1	$0.97
	TL	$12.72
	CREDIT	$12.72

Breakfast billable at 9.00 (GSA max)

Phil A. Tuey
04383

Restaurant #2035
Welcome to Church's
200 E. Nolana Loop
Pharr, Tx 78577
956-283-9837

Join Churchs eClub for special offers
Go to www.churchseclub.com for details

7/13/2010 5:59:33 PM
Drive Thru
Order Number: 316514

1	10piece Mx Dinner	19.99
5	Dark PC	
5	White Pc	
4	biscuit p	
	- coleslaw Lg p	
	+ mac & cheese Lg p	
	mash pot,brown gravy Lg p	

Sub. Total:	$19.99
Tax:	$1.65
Total:	$21.64
Discount Total:	$0.00
American Express:	$21.64
Change	$0.00

Register:3 Tran Seq No: 316514
Cashier:Sandra

American Express
Card Num : XXXXXXXXXXX2009
Terminal : 000809020357
Approval : 521543

I agree to pay the above Total Amount
according to Card Issuer Agreement.

Dinner

Signature: _____

Free 2 Piece Chicken
W/Purchase of Side and Drink
Call 1-800-692-7347
Must complete survey within
3 days of visit
Bring this receipt back
with your validation code
Validation code:_____

Se Habla Espanol

Phil A. Ivey
04393

APPLY NOW @
www.mctexas.com/19437
Store Mgr: Gus V.956-781-3557
Comment Line:1-877-551-5785

104 W NOLANA
PHARR, TX 78577

THANK YOU

MCDONALDS RESTAURANT TEL# (956)781-3557

70 KS#13 **S#1** Jul.13'10(Tue)17:53
STORE# 19437 MER# KB48481861001

1 DOUBLE CHEESEBURGER	1.19
1 NO SLIV O	
SUB TOTAL	1.19
TAKE OUT TAX	0.10
	1.29

CARD ISSUER ACCOUNT #
AMEX SALE **********2009
TRANSACTION AMOUNT 1.29
AUTH CODE 527168 SEQ# 9274

CASH TENDERED	0.00
CHANGE	0.00

Incidental

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Account: TX560 - 157584
Date: 07/14/10
Page: 1 of 1
Room: 219 S3A
Arrival Date: 07/13/10 18:12
Departure Date: 07/14/10 09:35
Frequent Traveler ID: GP-PAI0601
You were checked out by: AB
You were checked in by: AB

IVEY, PHIL 04393 Phil + Office
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

Post Date	Description	Comment	Amount
07/13/10	ROOM CHARGE	#219 IVEY, PHIL	69.99
07/13/10	STATE TAX	STATE TAX	4.20
07/13/10	CITY/COUNTY TAX	CITY/COUNTY TAX	4.90
07/14/10	ROOM CHARGE	DIFFERENCE OF 65.99	-4.00
07/14/10	STATE TAX	STATE TAX	-0.24
07/14/10	CITY/COUNTY TAX	CITY/COUNTY TAX	-0.28
07/14/10	AMERICAN EXPRESS	AMERICAN EXPRESS Acct: **********2009	-74.57 *
		Balance Due:	0.00

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x _____

GSA max is 89/person/night + tax
Actual is less than GSA, bill at actual.

COMFORT INN (TX560)
4001 S. CLOSNER BLVD.
EDINBURG, TX 78539 USA
Phone: (956) 318-1117
Fax: (956) 318-0557
gm.tx560@choicehotels.com

Room: 219
Arrival Date: 07/13/10
Departure Date: 07/14/10
Account: TX560 - 157584
Frequent Traveler ID: GP-PAI0601

Approval Number: 592579
Card Type: AX
Date: 7/14/2010
Card Number: **********2009
Total: 74.57

PHIL IVEY
207 RUTH ST
PENSACOLA, FL 32507 US
phil.ivey71@gmail.com

If payment is by credit card, you are authorized to charge my account for the total amount due. This property is privately owned and the management reserves the right, to refuse service to anyone and will not be responsible for accident or injury to Guests or for loss of money, jewelry or valuables.

x _____

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.

HIDALGO COUNTY EXPENSES - VAC TRUCKS

BDR-Beck Disaster Recovery

Summary of Expenses July 2010

Category	Date	Name/Expenses	Actual Amount	Billable Amount
DINNER	7/2/2010	TURNER, LAUREN / Buffalo WildWings	$ 19.97	$ 19.97
HOTELS	7/2/2010	TURNER, LAUREN / Fairfield Inn-Weslaco	$ 151.42	$ 151.42
DINNER	7/3/2010	TURNER, LAUREN / El Pollo Loco	$ 8.11	$ 8.11
DINNER	7/4/2010	TURNER, LAUREN / Taquera	$ 8.65	$ 8.65
LUNCH	7/6/2010	TURNER, LAUREN / Russo's Pizza	$ 17.21	$ 13.00
DINNER	7/7/2010	TURNER, LAUREN / Chick Fil A	$ 6.59	$ 6.59
SURFACE TRAVEL	7/7/2010	TURNER, LAUREN / Fuel	$ 45.60	$ 45.60
DINNER	7/8/2010	TURNER, LAUREN / Starbucks	$ 5.95	$ 5.95
SURFACE TRAVEL	7/9/2010	TURNER, LAUREN / Rental SUV	$ 930.78	$ 930.78
AIR TRAVEL	7/9/2010	TURNER, LAUREN / Southwest	$ 715.80	$ 715.80
TOTAL		**TURNER, LAUREN / TOTAL**	**$ 1,910.08**	**$ 1,905.87**

7/12

THANK YOU FOR VISITING
Buffalo Wild Wings - 3192
1909 West Expressway 83
Weslaco, TX 78596

Server: laura
09:19 PM
Table 112/1

DOB: 07/02/2010
07/02/2010
4/40055

VISA
4194341
Card #XXXXXXXXXXXX1494
Magnetic card present: TURNER LAUREN L
Approval: 081042

Amount: $ 16.97
+ Tip:: 3.00
= Total: 19.97

X Lauren Turner

The State Comptroller charges a fee for all restaurants that serve liquor, beer and wine. The fee is 14% of your total alcohol purchases. This fee goes directly to the State.

1 of 2

Buffalo Wild Wings Copy

Turner

Dinner

7/12

THANK YOU FOR VISITING
Buffalo Wild Wings - 3192
1909 West Expressway 83
Weslaco, TX 78596

Server: laura
Table 112/1
Guests: 0
Reprint #: 3
Order Type: DINE IN

07/02/2010
~~9:19 PM~~
40055

Honey BBQ Bacon Chicken	7.99
Chicken Tender Wrap	7.69
2 Items	
Subtotal	15.68
Tax	1.29
Total	16.97
VISA #XXXXXXXXXXXX1494	16.97
Auth:081042	
+ Tip::	3.00
= Total:	19.97

X

2 of 2

The State Comptroller charges a fee for all restaurants that serve liquor, beer and wine. The fee is 14% of your total alcohol purchases. This fee goes directly to the State.

--- Check Closed ---

Fairfield Inn & Suites by Marriott
Weslaco

1005 Fairfield Blvd.
Weslaco Tx 78596
956.968.6700

FAIRFIELD INN & SUITES® Marriott

~~Corey Thomas~~ Lauren made Corey Reserv.

1005

Wes TX 78596

Beck Disaster Recovery

Room: 220

Room Type: KING

Number of Guests: 1

Rate: $67.00 Clerk: EAC

Arrive: 02Jul10 Time: 05:38PM Depart: 04Jul10 Time: 07:14AM Folio Number: 87225

Date	Description	Charges	Credits
02Jul10	Room Charge	67.00	
02Jul10	Room Tax	4.69	
02Jul10	State Occupancy Tax	4.02	
03Jul10	Room Charge	67.00	
03Jul10	Room Tax	4.69	
03Jul10	State Occupancy Tax	4.02	
04Jul10	Visa		151.42
	Card #: VIXXXXXXXXXXXX1494 XXXX		
	Amount: 151.42 Auth: 050334 Signature on File		
	This card was electronically swiped on 02Jul10		
	Balance:	**0.00**	

As a Marriott Rewards member, you could have earned points towards your free dream vacation today. Start earning points and elite status, plus enjoy exclusive member offers. Enroll today at the front desk, MarriottRewards.com, or 801-468-4000.

Want your final hotel bill by email? Just ask the Front Desk! See "Internet Privacy Statement" on Marriott.com.

Turner

Max GSA is 89.00 / person / night + tax

Actual is less than GSA, bill at actual.

RECIBE $1 DE DESCUENTO EN TU PROXIMA VISITA

GET $1 OFF ON YOUR NEXT VISIT

EL POLLO LOCO
STORE 3463
601 W. Nolana Loop
McAllen, TX 78504
TEL (956) 971-8314
elpolloloco.com

Date: Jul03'10 07:09PM
Card Type: Visa
Acct #: XXXXXXXXXXXX1494
Trans Key: AIA003470919550
Exp Date: XX/XX
Auth Code: 075109
Check: 3900
Server: 216 HORACIO

Total 8.11

1 of 2

I agree to pay above total
according to my card issuer
agreement.

Customer Copy

RECIBE $1 DE DESCUENTO EN TU PROXIMA VISITA

GET $1 OFF ON YOUR NEXT VISIT

EL POLLO LOCO
STORE 3463
601 W. Nolana Loop
McAllen, TX 78504
TEL (956) 971-8314
elpolloloco.com

216 HORACIO

Chk 3900 Jul03'10 07:07PM Gst 0

Drive Thru

1 BUR COMBO 7.49
ULTIMATE BUR
SM RICE
SM ICED TEA
3/4 Ice
XXXXXXXXXXXX1494 XX/XX
Visa 8.11

Subtotal 7.49
Tax 0.62
Payment 8.11

216 Check Closed
Jul03'10 07:09PM

2 of 2

Your Ord

Turner

Dinner



TAQUERIA
DON FELIPE
583-9980

7/4

DATE 07/04/2019 SUN

FOOD I1	$7.99
TAX1	$0.66
TOTAL	$8.65
CASH	$10.00
CHANGE	$1.35
CLERK 01	No.00124
TIME 15:41	00

Daily Special

Turner

Dinner

Turner

Russo's NY Pizzeria
7017 N 10th Street
956.686.5522

Server. Heather	07/06/2010
Lauren/1	1:39 PM
Guests: 1	20012
L Create Your Own Pizza	13.95
Pepperoni	1.95
Subtotal	15.90
Tax	1.31
Total	17.21
Visa #XXXXXXXXXXXX1494	17.21

Mille Grazie
Have a Comment or Complaint?
Email the Owner @
D.MARTINEZ@NYPIZZERIA.COM

--- Check Closed ---

Lunch
billable at
13.00
(GSA Max)

Welcome to Chick-fil-A

10th Street FSU (#01450)
(956) 992-9027
Operator: Rudy Martinez

CUSTOMER COPY
7/7/2010 10:06:35 PM
DRIVE THRU
Order Number: 1116549

1	Meal-CGSand	4.64
1	Unswt Tea MD	1.45
	Sub. Total:	$6.09
	Tax:	$0.50
	Total:	$6.59
	Discount Total:	$0.00
	Change	$0.00
	Visa:	$6.59

Register:2 Tran Seq No: 1116549
Cashier:Dustin

Dress Like a Cow,
Get Free Chicken!
Friday, July 9, 2010

Visa
Card Num : XXXXXXXXXXXX1494
Terminal : KA13522451001
Approval : 090579
Sequence : 056840

Turner

7/9

7/7/10

Dinner

7/7

THANK YOU-COME AGAIN
TO VALERO
CORNER STORE
VALERO.COM

TP48645844-001
VALERO 1542
2104 W TRENTON RD
EDINBURG TX 7853

Turner

DATE 07/07/10
TIME 9:43 PM
AUTH# 054785

VISA

PUMP	PRODUCT	PPG
11	UNLD	$2.469

GALLONS	TOTAL
18.468	$45.60

Store #1542
2104 W Trenton Rd
Edinburg, TX

7/8

** STARBUCKS COFFEE COMPANY **

10TH & TRENTON #02956
MCALLEN TX78504

1 CRSNT BUTTER	1.75
1 GR SKN CARML LAT	3.75
SUBTOTAL	5.50
TAX 8.25	0.45
TOTAL	5.95
VISA	5.95
CARD#: XXXXXXXXXXXX1494	
CHANGE DUE	0.00

02956 01C1 705510 001566255E
07/08/10 19:12
Make a purchase prior to 2pm
Bring receipt in today after
2pm for a Grande cold drink
$2+tax,if any.Select US stores
Same day only. Value 1/20 cent

Turner

Dinner

5.95

THE HERTZ CORPORATION
Phone: 800-654-4173
Web: www.hertz.com

Direct All Inquiries To:
THE HERTZ CORPORATION
PO BOX 26120
OKLAHOMA CITY, OK 73126-0120

CHARGE DETAIL

Rental Agreement No: 196331262
Date: 07/10/2010
Document: 930000998901

Renter: LAUREN TURNER
Account No.: ************1494 VIS
CDP No.: 65825
CDP Name: SAIC

MS LAUREN LEIGH TURNER
103 ARMSTEAD CT
MOYOCK, NC 27958

Turner

RENTAL REFERENCE

Rental Agreement No: 196331262
Reservation ID: E79239769C5
Frequent Traveler: WN00000596856654

RENTAL DETAILS

Rate Plan: IN: CRL OUT: CRL
Rented On: 07/02/2010 07:34 LOC# 167510
HARLINGEN, TX
Returned On: 07/09/2010 20:30 LOC# 167510
HARLINGEN, TX
Car Description: N/L EXPL EB BN7K595
Veh. No.: 9384157
CAR CLASS Charged: L MILEAGE In: 8,747
Rented: L4 Out: 8,425
Reserved: L Driven: 322

MISCELLANEOUS INFORMATION

CC AUTH: 050290 DATE: 2010/07/02 AMT: 2553.00

RENTAL CHARGES

WEEKS	1 @	493.00	493.00
EXTRA DAYS	1 @	85.00	85.00
UPGRADE			104.00
SUBTOTAL			682.00
FUEL PURCHASE OPTION			58.03
CONCESSION FEE RECOVERY			69.58
FF SURCHARGE			4.00
VEHICLE LICENSE FEE			12.80
CUSTOMER FACILITY CHARGE			24.00
ENERGY SURCHARGE			1.03
TAX		10.00%	79.34
TOTAL CHARGES			930.78 USD

EXPRESS RETURN RECEIPT

THANK YOU FOR RENTING FROM HERTZ

ALL CHARGES HAVE BEEN BILLED TO YOUR ACCOUNT.

Rental Agreement No: 196331262
Date: 07/10/2010
Document: 930000998901

Renter: LAUREN TURNER
Account No.: ************1494 VIS

Direct All Inquiries To:
THE HERTZ CORPORATION
PO BOX 26120
OKLAHOMA CITY, OK 73126-0120
UNITED STATES

Phone: 800-654-4173
Web: www.hertz.com

TOTAL CHARGES 930.78 USD

GCM1A4 0090 GC

Fwd: Ticketless Confirmation - TURNER/LAUREN LEIGH - QS2L5N

lturner14@aol.com [lturner14@aol.com]

Sent: Friday, June 25, 2010 8:19 PM

To: Lauren Turner

Lauren L. Turner
Lturner14@aol.com
252.455.0016.

Turner

Let no mans' ghost say, " If only you had done your job."

----Original Message----
From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
To: LTURNER14 <LTURNER14@AOL.COM>
Sent: Fri, Jun 25, 2010 7:12 pm
Subject: Ticketless Confirmation - TURNER/LAUREN LEIGH - QS2L5N



TURNER/LAUREN LEIGH **Confirmation Date:** 06/25/10 **Confirmation Number:** QS2L5N

SAVE UP TO 40%
AND EARN DOUBLE REWARDS® CREDIT
BOOK NOW.
Alamo

Passenger Information

Passenger(s)	Account Number	Ticket #	Expiration[1]
TURNER/LAUREN LEIGH	00000596856654	5262109047511	06/25/11

[1] All travel involving funds from this Confirmation Number must be completed by the expiration date.

EARLYBIRD CHECK-IN
Let us take care of Checkin for you.
ONLY $10 ONE-WAY
Purchase EarlyBird

Itinerary

Depart: NORFOLK VA to HOUSTON HOBBY *(Travel Time: 5 hrs 35 mins)*

Date	Flight	Flight Information
Tue Jun 29	1136	Depart NORFOLK VA (ORF) at 11:05 AM Arrive in BALTIMORE WASHNTN (BWI) at 12:00 PM
	0662	Change planes in BALTIMORE WASHNTN (BWI) departing at 1:20 PM Arrive in HOUSTON HOBBY (HOU) at 3:40 PM

Return: HOUSTON HOBBY to NORFOLK VA *(Travel Time: 5 hrs 10 mins)*

Date	Flight	Flight Information
		Depart HOUSTON HOBBY (HOU) at 11:15 AM

pg 1 of 3

Sat Jul 03	3062	Arrive in BALTIMORE WASHNTN (BWI) at 3:20 PM
	2563	Change planes in BALTIMORE WASHNTN (BWI) departing at 4:35 PM Arrive in NORFOLK VA (ORF) at 5:25 PM

Flight changed to 7/10/10

Cost and Payment Summary

Base Fare	$631.63
+ Excise Taxes	$47.37
Advertised Fare	$679.00
+ Segment Fee	$14.80
+ Passenger Facility Charge	$12.00
+ Security Fee[2]	$10.00
Total Payment	**$715.80**

Current payment(s)
06/25/10 Visa XXXXXXXXXXXX1494 $715.80

[2] Security Fee is the government-imposed September 11th Security Fee.

Fare Rule(s)

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Any change to this itinerary may result in a fare increase.

Fare Calculation:

ORF WN X/BWI WN HOU341.40YL WN X/BWI WN ORF290.23H7NR 631.63 END ZPORFBWIHOUBWI XFBWI4.5HOU3BWI4.5 AY10.00$ORF2.50 BWI2.50 HOU2.50 BWI2.50

Important Checkin Requirement

Passengers who do not obtain a boarding pass and are not present and available for boarding in the departure gate area at least ten minutes prior to scheduled departure time may have their reserved space cancelled and will not be eligible for denied boarding compensation.

Southwest Airlines Co. Notice of Incorporated Terms

Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage, the terms of which are incorporated by reference.

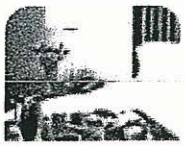
Notice of Incorporated Terms

Need A Car?



Browse All Cars

Where to Stay



Browse All Hotels

What To Do



Travel Guide

Weekly E-mail



Sign Up Now

Get Rewarded



Join Rapid Rewards

Travel Tips
Boarding School
Change Flight
Cancel Flight

Additional Information for Travelers

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Sue Maciaszek

From: Sue Maciaszek
Sent: Wednesday, September 22, 2010 10:48 AM
To: Sue Maciaszek
Subject: FW: Ticketless Confirmation - TURNER/LAUREN LEIGH - QS2L5N

-----Original Message-----
From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com];
Sent: 7/9/2010 5:52:17 PM
To: Lauren Turner [mailto:lturner@BeckDR.com];
Subject: Ticketless Confirmation - TURNER/LAUREN LEIGH - QS2L5N

SOUTHWEST.COM®

TURNER/LAUREN LEIGH | **Confirmation Date:** 06/25/10 | **Confirmation Number:** QS2L5N

Passenger Information

Passenger(s)	Account Number	Ticket #	Expiration[1]
TURNER/LAUREN LEIGH	00000596856654	5262111766249	06/25/11

[1] All travel involving funds from this Confirmation Number must be completed by the expiration date.

Itinerary

Depart: HOUSTON HOBBY to NORFOLK VA *(Travel Time: 6 hrs 20 mins)*

Date	Flight	Flight Information
Sat Jul 10	3253	Depart HOUSTON HOBBY (HOU) at 9:25 AM Arrive in ORLANDO INTL (MCO) at 12:45 PM
	1788	Change planes in ORLANDO INTL (MCO) departing at 2:50 PM Arrive in NORFOLK VA (ORF) at 4:45 PM

Cost and Payment Summary

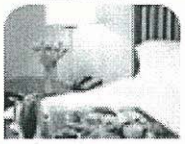
Base Fare	$341.40
+ Excise Taxes	$25.60
Advertised Fare	$367.00
+ Segment Fee	$7.40
+ Passenger Facility Charge	$7.50
+ Security Fee[2]	$5.00
Total Payment	**$386.90**

used credits from prior flights

Current payment(s)
Tkls funds applied from Conf#QS2L5N (0.00 remaining) 34.00
07/09/10 Visa XXXXXXXXXXXX1494 $55.00 - we did not request reimbursement

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What To Do
SOUTHWEST.COM® TRAVEL GUIDE
Travel Guide

Weekly E-mail
NEVER MISS ANOTHER DEAL WITH CLICK 'N SAVE
Sign Up Now

pg 3 of 3

HIDALGO COUNTY EXPENSES - VAC TRUCKS

BDR-Beck Disaster Recovery

Summary of Expenses July 2010

Category	Date	Name/Expenses	Actual Amount	Billable Amount
BREAKFAST	7/1/2010	WALL JR, THOMAS / Starbucks	$ 7.14	$ 7.14
LUNCH	7/1/2010	WALL JR, THOMAS / The Vermillion	$ 12.59	$ 12.59
DINNER	7/1/2010	WALL JR, THOMAS / Subway	$ 7.04	$ 7.04
SURFACE TRAVEL	7/1/2010	WALL JR, THOMAS / Stripes	$ 45.74	$ 45.74
SURFACE TRAVEL	7/1/2010	WALL JR, THOMAS / Stripes	$ 36.65	$ 36.65
BREAKFAST	7/2/2010	WALL JR, THOMAS / Starbucks	$ 5.03	$ 5.03
LUNCH	7/2/2010	WALL JR, THOMAS / Burger King	$ 7.66	$ 7.66
BREAKFAST	7/3/2010	WALL JR, THOMAS / Starbucks	$ 5.03	$ 5.03
LUNCH	7/3/2010	WALL JR, THOMAS / CastorenaTorilla	$ 10.81	$ 10.81
SURFACE TRAVEL	7/3/2010	WALL JR, THOMAS / Stripes	$ 41.95	$ 41.95
HOTELS	7/3/2010	WALL JR, THOMAS / Fairfield Inn 7/2 - 7/3/10	$ 178.54	$ 178.54
BREAKFAST	7/4/2010	WALL JR, THOMAS / Starbucks	$ 5.03	$ 5.03
SURFACE TRAVEL	7/4/2010	WALL JR, THOMAS / Buc-EEs	$ 10.08	$ 10.08
SURFACE TRAVEL	7/4/2010	WALL JR, THOMAS / Hertz 6/30 - 7/4/10	$ 605.15	$ 605.15
AIR TRAVEL	7/4/2010	WALL JR, THOMAS / US Airways flight home	$ 355.40	$ 355.40
TOTAL		**WALL JR, THOMAS / TOTAL**	**$ 1,333.84**	**$ 1,333.84**

STARBUCKS . Store #6720
5601 South Padre Island Drive
Corpus Christi, TX (361) 993-0349
1682346 Brandy:

CHK 658416
07/01/2010 07:30AM

Drive Thru

Vt Skinny Latte	3.95
Triple	0.70
Add Sf Vanilla	
Loaf Lemon	1.95
VISA	7.14
Subtotal	6.60
Tax 8.25%	0.54
Total	7.14
Change Due	**$0.00**

Check Closed
07/01/2010 07:34:07AM

Discover the NEW
however-you-want-it
Frappuccino(R) blended
beverage on your
next visit.

Breakfast

THE VERMILLION
SINCE 1934
115 PAREDES LINE RD.
BROWNSVILLE, TEXAS
956- 542-9893

Date: Jul01'10 01:48PM
Card Type: VISA
Acct #: XXXXXXXXXXXX9912
Card Entry: SWIPED
Trans Type: PURCHASE
Auth Code: 184532
Check: 3854
Table: D9/1
Server: 166 FLORA C

Subtotal: 10.59

Tip: 2.00

12.59

Tofa

THE VERMILLION
SINCE 1934
115 PAREDES LINE RD.
BROWNSVILLE, TEXAS
956- 542-9893

252

166 FLORA C

Tbl D9/1 Chk 3854 Gst 1
Jul01'10 01:17PM

**** Seat 1 ****

1 WED P V 7.59
1 TE 2.19
Tax Total 10.59

Subtotal 9.78
Tax Collect 0.81
01:49PM Total 10.59

Lunch

SALE RECEIPT

Store #35045 tko 07/01/10 20:32:33
Subway Sandwiches & Salads
1306 N. TEXAS AVE.
WESLACO TX 78596
956-969-9765
Trans# 89 Clerk 6411 rogelio
Dwr1 TRDT 070110 Reg-ID REG-MAIN
Receipt # 0000136478

--- ITEM ---	QTY		PRICE	MEMO	PLU
CLUB 6r	1	TD$	4.11	FFITML	10115
DRK-21oz	1	T $	1.39	FFITML	10002
CHIPS	1	T $	1.00	FFITML	10020

SUBTOTAL	$	6.50
Sales Tx	$	0.54
TAKE-OUT **TOTAL	$	7.04
CredCardAMT TEND	$	7.04
CHANGE DUE	$	0.00

$4.99 BOX LUNCH
(6" SUB, CHIP, & COOKIE)

Approval No: 076876
Reference No: 018301606512
Account No: **********3527
Card Issuer: VISA
Amount: $7.04

Dinner

STRIPES #2167

Try Our New
Car Wash
It Rocks!
STRIPES #2167

CORPUS C, TX
DEALER: 4725586-H9C

DUPLICATE OUTDOOR RECEIPT

DEALER# 4725586-H9C
STRIPES #2167

CORPUS C TX

#VISA XXXXXXX3527
CARD # 352
VISA
INV # H9C9399
AUTH # 045472
APPROVAL # H9C939
DATE 07/01/10 07:34

PUMP # 05 UNLD
GALLONS 17.136
PRICE/GAL $ 2.669

TOTAL (C) $45.74

Save $1.00 w/fuel purchase
at Stripes Quik Lube
Limit $5.00 off with 5 fuel receipts
Located at
Saratoga and Staples

Welcome To
Stripes 9121
102 Highway 83
Weslaco, Texas 78596
(956) 969-9779

TP48570964-001
STRIPES 9121
102 HWY 83
WESLACO TX 7859

DATE 07/01/10
TIME 9:13 PM
AUTH# 063922

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 3527
WALL JR/THOMAS A

PUMP	PRODUCT	PPG
05	UNLD	$2.499

GALLONS	TOTAL
14.667	$36.65

THANK YOU
HAVE A N[illegible]

** STARBUCKS COFFEE COMPANY **

ED CAREY & SUNSHI #09893
HARLINGEN TX78550

1 VT SKN VAN LAT	3.95
ADD SHOT	0.70
SUBTOTAL	4.65
TAX 8.25	0.38
TOTAL	5.03
VISA	5.03

CARD#: XXXXXXXXXXXX9912

CHANGE DUE 0.00

09893 0[illegible]6[illegible]0[illegible]7[illegible]6E
07/02/1[illegible] 0:48

Make a [illegible] o 2pm
Bring [illegible] a del
2pm for Grande drink
$2+tax, if any. Select stores
Same day only. Value 1/20 cent

STARBUCKS TREAT RECEIPT
Bring this in after 2pm,
today and get any Grande
cold drink for just $2
(plus tax, if applicable)
at participating
Starbucks stores!
One per customer. Valid same day
Limited time offer. Value 1/20 cent

Breakfast

BURGER KING #11180
601 S SAM HOUSTON BLVD.
SAN BENITO, TX 78586

Merchant ID: 000000007842917
Term ID: 01602772
456021408996

Sale

VISA
XXXXXXXXXXXX5912
Entry Method: Swiped
Approvd: Online Batch#: 000630
07/02/10 12:27:01

Inv: 000020 Appr Code: 304832

Tota[illegible] 6

1 of 2

Customer Copy

COME IN NOW AND
GET A GREAT DEAL
TO[illegible] ANY VALUE MEA[illegible]
WITH CHEESE & BACON
FOR ONLY .99CENTS
STORE# 11180

[illegible] 122028

1 *T[illegible]	6.39
1 GO MED	0.69
1 PR.DIET	0.00
TAX $	0.5[illegible]
TOTAL $	7.6[illegible]

D-THRU

GET YOUR BURGER'S WORTH
STORE PHONE # (956)361-9797

FRI JUL 02 2010 12:19:26

2 of 2

Lunch

** STARBUCKS COFFEE COMPANY **

HWY 83 & WESTGATE #13420
WESLACP TX78596

1 VT SKN VAN LAT	3.95
ADD SHOT	0.70
SUBTOTAL	4.65
TAX 8.25%	0.38
TOTAL	5.03
CARD# XXXXXXXXXXX1240	
CHANGE DUE	0.00



13420 [illegible]
07/03/10 07:34
Make [illegible] to 2pm
Bring [illegible] today after
2pm [illegible]
$2+tax at [illegible] US stores
Same day only. Value 1/20 cent

STARBUCKS TREAT RECEIPT
Bring this in after 2 p.m. today and get any grande cold drink for just $2 (plus tax, if applicable) at participating Starbucks stores.
One per customer with same-day purchase before 2 p.m.
Limited-time offer. Value 1/20 cent.

Breakfast

T. WALL
C. Thomas
L. Turner

CASTORENA TORILLA FA
CORNER OF TOWER RD A
ALAMO, TX 78516

TERMINAL I.D.: 73914267
MERCHANT # : 000000037560

VISA
xxxxxxxxxxxx3527
SALE
BATCH: 000355 INV: 000029
DATE: JUL 03, 10 TIME: 12:35
RRN: 018418606574 AUTH: 024097

TOTAL $10.81

1 diet coke each person
shared 3lbs calbrito tamales.

THOMAS A WALL JR

NO REFUNDS

CUSTOMER COPY

Lunch

STRIPES 7320
721 N CLOSNER
TP4570568-001 STRIPES 7320
721 N CLOSNER BLVD
EDINBURG TX 78541

DUPLICATE OUTDOOR RECEIPT

DATE 07/03/10
TIME 3:03 PM
AUTH# 015160

VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 3527
WALL JR/THOMAS A

PUMP	PRODUCT	PPG
06	UNLD	$2.539

GALLONS	TOTAL
16.523	$41.95

THANKS, COME AGAIN

Fairfield Inn & Suites by Marriott
Weslaco

1005 Fairfield Blvd.
Weslaco Tx 78596
956.968.6700

FAIRFIELD INN & SUITES® Marriott

T. Wall

Room: 121
Room Type: EXKS
Number of Guests: 1
Rate: $79.00 Clerk:

Arrive: 02Jul10 Time: 05:44PM Depart: 04Jul10 Time: Folio Number: 87235

Date	Description	Charges	Credits
02Jul10	Room Charge	79.00	
02Jul10	Room Tax	5.53	
02Jul10	State Occupancy Tax	4.74	
03Jul10	Room Charge	79.00	
03Jul10	Room Tax	5.53	
03Jul10	State Occupancy Tax	4.74	
04Jul10	Visa		178.54
	Card #: VIXXXXXXXXXXXX3527/XXXX		
	Amount: 178.54 Auth: 036718 Signature on File		
	This card was electronically swiped on 02Jul10		
	Balance:	**0.00**	

Marriott Rewards Account # XXXXX4445. Your Marriott Rewards points/miles earned on your room rate will be credited to your account. For account activity: 801-468-4000 or MarriottRewards.com.

Get all your hotel bills by email by updating your Marriott Rewards Preferences. Or, ask the Front Desk to email your bill for this stay. See "Internet Privacy Statement" on Marriott.com.

Max GSA is 89.00/night/person + tax.

Actual is less than GSA - bill at actual. $178.54

** STARBUCKS COFFEE COMPANY **

HWY 83 & WESTGATE #13420
WESLACP TX78596

1 VT SKN VAN LAT	3.95
ADD SHOT	0.70
SUBTOTAL	4.65
TAX 8.25	0.38
TOTAL	5.03
VISA	5.03
CARD#: XXXXXXXXXXXX9912	
CHANGE DUE	0.00

13420 03A1 699074 001617387E
07/04/10 07:08

Make a purchase every day from 2pm
Bring this receipt to Starbucks after
2pm for a tall iced coffee beverage
$2+tax (plus tax, if applicable)
Same day only. While supplies last.

STARBUCKS TREAT RECEIPT
Bring this in after 2 p.m.
today and get any grande
cold drink or just $2
(plus tax, if applicable)
Starbucks stores
One per customer per visit. Limit one
per purchase. Valid 2 p.m. to close
today at participating
Starbucks stores.
Valid 1/20 cent.

Breakfast

BUC-EE'S
979-238-6390
SALES RECEIPT
57 543 540306
SHELL
715 HIGHWAY 59

TX 77488

DATE07/04/10 11:25AM
INVOICE# 279018
AUTH# 316441
VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 9912
THOMAS A WALL JR

PUMP	PRODUCT	$/G
18	UNLD	$2.589

GALLONS	FUEL TOTAL
3.892	$ 10.08

WWW.BUC-EES.COM
COME BACK SOON

GEORGE BUSH INTRCNTL AP

RR 195282220 #01
THOMAS
WALL

VEHICLE: 01695 / 7328214
10C9AX LIC: TX BR5Z090

CDP: 65825 - SAIC
FF: ZE1
RES: E7901712735 /000008/ L
COMPLETED BY: 819 / TXIAH12

RENTED: HOUSTON HOBBY A/P
RENTAL: 06/30 / 10 08:49
RETURN: 07/04 / 10 12:41

PLAN IN: CRL RATE CLASS: L
PLAN OUT: **CRL**

MILES IN: 8073 TR-X MILES
MILES OUT: 6819 MILES ALLOWED
MILES DRIVEN: 1254 MILES CHARGED

DAYS	5 @ $ 85.00 / DAY	$	425.00
SUBTOTAL		**T$**	**425,00**
CONCESSION FEE RECOVERY*		T$	42.29
LDW	DECLINED		
LIS	DECLINED		
PAI, PEC	DECLINED		
FPO ACCEPTED		$	51.64
ENERGY SURCHARGE		T$	1.03
VEHICLE LICENSE COST RECOVERY		T$	8.00
TAX 15% ON 481.32		$	72.19
NET DUE		**$**	**605.15**

PAID BY VISA XXXXXXXXXXXX3527

HOW WAS YOUR EXPERIENCE?
WE'D LIKE YOUR FEEDBACK.

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Visit WWW.HERTZSURVEY.COM

2) Enter Access Code: 01607

3) Take Brief 4 Question Surv

THANK YOU FOR RENTING FROM
HERTZ

Sue Maciaszek

From: Thomas A. Wall
Sent: Tuesday, July 13, 2010 12:23 PM
To: Sue Maciaszek
Subject: FW: Your US Airways flight

Airfare receipt. I am scanning the others right now.

Thomas

From: prvs=7926d48d9=uswebnotifications@usairways.com [mailto:prvs=7926d48d9=uswebnotifications@usairways.com] **On Behalf Of** reservations@email-usairways.com
Sent: Friday, July 02, 2010 5:01 PM
To: Thomas A. Wall
Subject: Your US Airways flight

U·S AIRWAYS — Your reservation

Book travel | Travel tools | Dividend Miles | Specials | US Airways Vacations

Confirmation code: FVHLZ6

Date issued: Friday, July 02, 2010

- New baggage policy

Scan at any US Airways kiosk to check in.

Passengers

Passenger name	Frequent flyer # (Airline)	Ticket number	Special needs
Thomas Albert Wall	40050840897 (US)	03723942668224	





Trip details Download to Outlook

Depart: Houston, TX (George Bush) (IAH) Greenville, NC (PGV) **Date:** Sunday, July 04, 2010
Status: Active

BPV

Flight # / Carrier	Depart	Arrive	Travel time	Meal	Aircraft	Cabin	Seats
1978	03:35 PM IAH	07:08 PM CLT	2h 33m	None	737-400	Coach	5D
Stop: Change plane in Charlotte, NC (CLT)							
2516 PSA	10:35 PM CLT	11:36 PM PGV	1h 1m	None	CRJ	Coach	3D

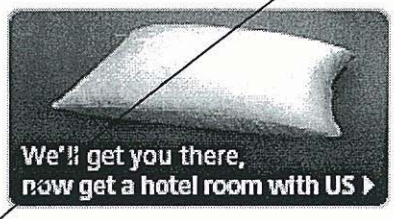
BP

US Airways

PSA Flight operated by PSA Airlines doing business as US Airways Express







Total travel cost (1 passengers)

1 Adult	$313.49	
Taxes + fees	$41.91	
Fare total	**$355.40**	Non-refundable
Total	**$355.40**	

↳ Charged to Thomas Wall
**********3527 Visa

Helpful links

Manage your reservation

Join Dividend Miles

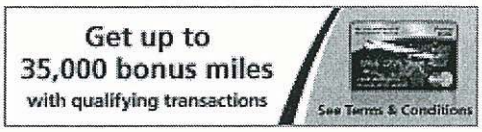
Airport information

Baggage policies

TSA regulations

Seated in an exit row? Read about checking in.





Terms & conditions

- Ticket is non-transferable.
- Ticket is non-refundable.
- Unused tickets must be cancelled on the date of departure to retain value.

AI-23576 **27.A.7.**

TITLE COMPANY SERVICES (POOL)

CC REGULAR

Date:	10/26/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the one (1) year term extensions as provided in the current contracts between Hidalgo County and;

a. Edwards Abstract & Title Co.,
b. Valley Land Title Company, Ltd

for the provision of: "Title Company Services" through C#09-407-01-12 (Edwards Abstract & Title Co.) and C#09-407a-01-12 (Valley Land Title)

BACKGROUND

Services are on as needed basis.
Signed letter from vendor & Insurance Certificate attached

Fiscal Impact

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

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

BUDGETARY IMPACT:

Budgetary source is identified for each project's requested title company services needed.
See attached exp report for funding sources and funding availability.rc

Attachments

Link: Contract Edwards Abstract

Link: Contract Valley Land Title

Link: EDWARDS ABST SIGNED LETTER AND INSURANCE

Link: VALLEY LAND TITLE SIGNED LETTER AND INSURANCE

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 11:35 AM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:04 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	10/22/2010 03:13 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	NEW

Form Started By: Olga Montero Started On: 10/20/2010 03:04 PM

Final Approval Date: 10/22/2010

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-407-01-12

THIS AGREEMENT is made effective the 28th day of November, 2009, by and between the **County of Hidalgo, Texas** ("County") and **Edwards Abstract and Title, Ltd. (DBA) Edwards Abstract and Title Co.** ("Company").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Policy Related Services** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Companies Services", and

WHEREAS, from which "Title Company provider/firm(s)" has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Companies Services" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the provider/firm to provide title companies services within the County of Hidalgo, Texas through its procured approved pool of Title Companies Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company Provider/Firm do mutually agree as follows:

1. **Scope of Services.** Title Company provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department. **The Title Company Provider/Firm will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services. Also, if it is demonstrated by Title Company Provider/Firm that Hidalgo County has caused or delayed thus preventing the Title Company Provider/Firm from meeting the specified agreed upon deadline to provided the services ordered, Title Company Provider/Firm must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** Contract will be for one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company Provider/Firm. The Title Company Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show

the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company Provider/Firm agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Company Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress**. Upon acceptance of a work order, the Title Company Provider/Firm shall undertake and complete the authorized work. The County or the Title Company Provider/Firm can request conferences to be provided at the Title Company Provider/Firm's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder. All evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Company Provider/Firm unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Company Provider/Firm, the County shall require the Title

Company Provider/Firm to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Company Provider/Firm, the County will reimburse the Title Company Provider/Firm for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting**. The Title Company Provider/Firm shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents furnished to the County by the Title Company Provider/Firm or furnished to the Title Provider/Firm by the County shall be delivered to and become the property of the County. The Title Company Provider/Firm may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Company Provider/Firm must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Company Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Title Company Provider/Firm represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and

warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Company Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Company Provider/Firm and County agree that 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) this contract is terminated without cause by County with the thirty (30) days written notice to the Title Company Provider/Firm.

11. **Insurance.** Title Company Provider/Firm agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Title Company Provider/Firm, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Title Company Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Company Provider/Firm.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

18. **Venue.** 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless.** In the event Title Company Provider/Firm should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Company Provider/Firm shall hold harmless and indemnify County from any and all obligations,

liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Company Provider/Firm's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:

County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Title Company Provider/Firm:

Edwards Abstract and Title, Ltd.
(DBA) Edwards Abstract and Title Co.
Attn: Byron J. Lewis, President
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such

time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

25. **Authority.** The execution and performance of this Contract by County and Title Company Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company Provider/Firm in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By: _____
Rene A. Ramirez, County Judge

ATTEST: Arturo Guajardo Jr.

_____
Arturo Guajardo, Jr., County Clerk

TITLE COMPANY PROVIDER/FIRM:

NAME: Edwards Abstract and Title Co.

By: _____

Printed Name: Byron Jay Lewis

Title: President

Approved on Commissioners' Court: _____ 2010.

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

Services to be provided by Title Company Provider/Firm

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES"

RFP NO: 2009-407-11-18-otm

Hidalgo County is requesting sealed proposals from qualified and interested **"Title Companies"** in order to award to one or more **"Title Company Services Providers/Firms"** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** for a period of one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 18, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2009-407-11-18-otm

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, November 4, 2009 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL AT:** **olga.montero@co.hidalgo.tx.us** . Responses will be sent to all applicants via facsimile by Friday, November 6, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

PURPOSE:
Hidalgo County is requesting Proposals from interested firms/companies with proper licenses, certifications and experience in providing the requested information in order to award to one or more Title Companies to provide title company related services on an "As Needed/Non-Exclusive/Purchase Order Basis". The title company related services extend on an "As Needed/Non-Exclusive Basis" to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. MINIMUM FIRM QUALIFICATIONS:

(a) The firm must possess a current license from the Texas Board of Insurance
(b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
- Title Examiners
- Closing Officers
- Escrow Agents

(c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:
Each proposal must address, but may not be limited, to the following issues:

(a) Firm Name;
(b) Name, position, phone and fax number of Point of Contact (POC);
(c) Name of Principal/Owner and number of years in business;
(d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
(e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
(f) Detail how your firm/company has the capability to deliver the services required on a timely basis;
- State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm.
- State your firm's/company's agreement to comply or exceed the timeline of seven (7) to ten (10) days to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates".
- State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

(a) Title Reports
(b) Title Searches, i.e., Title Certificates
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

*** In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.**

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion- i.e. in writing or e-mail) to meet or exceed that timeframe.

V. INVOLUNTARY TERMINATION

The qualified vendor(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

TERM:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND AWARD

Hidalgo County Commissioner's Court may score, grade and evaluate the submitted proposals or elect to designate, assign and appoint a committee to do so. Commissioners Court or the Committee will base the grading, scoring and evaluation on the "Criteria" set forth herein. Those firms/vendors/companies scoring a minimum of 80 points will be eligible for Commissioners Court to award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in it's best interest to do so.

SECTION IV: EVALUATION (GRADING, SCORING) CRITERIA:

GRADING AND SCORING POINT SYSTEM:

A. **FIRM'S STAFFING AND EXPERIENCE - 20 POINTS**

B. **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- 45 POINTS**

C. **EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- 15 POINTS**

D. **COST OF SERVICES REQUESTED HEREIN – (10 points)**

E. **COST OF "OTHER SERVICES" PROPOSED – (10 points)**

TOTAL POSSIBLE POINTS = 100

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 18, 2009.**

EXHIBIT "B"

Fee Schedule

STATEMENT OF QUALIFICATIONS

1. **Firm Name**: Edwards Abstract and Title Co.

2. **Name, Position, Phone, and Fax Number of Point of Contact (POC)**:
Byron Jay Lewis, President
(956) 383-4951
(956) 383-5443 (FAX)

3. **Name of Principal/Owner and Number of Years in Business**:
Byron Jay Lewis has served as President of Edwards Abstract and Title Co. since October 2001. Prior to heading the Edwards team, Mr. Lewis served as counsel to Edwards Abstract and Title Co. effective April 1, 1999. Previously, Mr. Lewis was in private practice with the law firm of Henrichson & Lewis with concentration in real estate law. Mr. Lewis is board certified by the Texas Board of Legal Specialization in Commercial and Residential Real Estate Law.

4. **Firm's Qualifications and Staffing**:
   a. Years in business – Edwards Abstract and Title Co. was founded in 1880 with records of Hidalgo and Starr counties. The company was incorporated in 1926 and has been serving Hidalgo County for the past 129 years. Byron Jay Lewis is the President and Director of Edwards Abstract and Title Co. He is headquartered at 3111 W. Freddy Gonzalez Drive in Edinburg, TX, and the office phone number is 956-383-4951 and fax number is 956-383-5443. Edwards Abstract offers the convenience of four branch offices throughout Hidalgo County located in Edinburg, McAllen, Weslaco and the Mission/Sharyland area. In addition, the company has a website available at www.edwards-titleco.com that provides vital information such as the company's experienced personnel; locations; services; branch offices and history in addition to links to helpful sites such as the area economic development corporations, chambers of commerce, realtors organization, etc.

      Edwards Abstract and Title Co. is technologically advanced and offers a variety of services and products via the Edwards website. Keeping pace with the rapid changes in the technology industry and to address the needs of clients, the title insurance company has made an investment in equipment and resources. The upgrades have allowed Edwards Abstract and Title Co. to introduce SureClose transaction management system in 2004, Order Center in 2005 and E-Recording and Property Info in 2006.

      SureClose allows buyers and sellers of residential and commercial properties the ability to view the status of closings 24 hours a day, seven days a week. Since its implementation in 2004, SureClose has become a great resource for all involved in the closing process such as realtors, lenders, attorneys, buyers and sellers and all who do business with Edwards Abstract and Title Co.

      Order Center offers the convenience of posting orders online via the Edwards' website 24 hours a day, seven days a week.

Property Info provides demographics and research on real property, including information such as ownership, assessed value, property characteristics, school districts in the surrounding area, comparable properties in the vicinity and much more.

Edwards Abstract and Title Co. was the first title insurance company in the Rio Grande Valley to offer E-Recording of real estate documents. E-Recording allows many benefits to the submitter such as same day electronic recording of real estate documents, reduction in travel costs to and from the County Clerk's office, faster policy generation, reduces "gap" risk, electronic funds transfer and the ability to submit documents anytime during the day.

b. Number of staff/personnel in each area of service required.
Edwards Abstract and Title Co. has a team of 48 title insurance industry professionals. This includes the four branch managers and escrow teams; title plant personnel; accounting; legal staff and support teams. The law firm of Lewis, Monroe and Pena serves as counsel to Edwards Abstract and Title Co. and operates at 3111 W. Freddy Gonzalez Drive in Edinburg, TX.

5. **Governmental Projects with Names, Addresses and Phone Numbers of Representatives Who can be Contacted for References**:

a. U. S. Dept of Housing and Urban Development
106 S. St. Mary's St. #405
San Antonio, TX 78205
RE: Colorado Mission Partnership, LTD – Sharyland Plantation Project
3401 Allen Parkway Ste 200
Houston, TX 77019

b. Mission - Anzalduas Border Station Project – City of McAllen
Ms. Gerri Barsotti
U.S. General Services Administration
Portfolio Management, 7PT
819 Taylor St. Room 12B1
Ft Worth, TX 76102-0300

c. U. S. Border Patrol Headquarters in Edinburg, Texas
Buyer: United States of America
Anna Gordon, U. S. Army Corps of Engineers – Galveston District
409-766-3820

d. Federal Bureau of Investigation Building – McAllen, Texas
Buyer: Dominion Leasing Investments, LLC
P. O. Box 727
Edmond Oklahoma 73034
405-348-9817

e. United States Dept. of the Interior- Fish and Wildlife Service
Sharon Williams
Rt. 2 Box 202-A
Alamo, Texas 78516
956-787-3079

6. **Capability to Perform all Services Required**:

a. Days between Order and Title Report.
Lot and block – 1-3 days
Acreage - 3-5 days

b. Charges for Title Reports.
Edwards Abstract and Title Co. charges the following fees for title reports:
$350.00 for lot and block
$450 for acreage

c. Edwards Abstract and Title Co. will comply or exceed the timeline of 7 to 10 days to issue a title policy commitment.

d. Attached is copy of Schedule of Texas Title Insurance Premium Rates.

e. If requested by the County, Edwards Abstract and Title Co. can complete "Escrow Agent" services within 3 to 5 business days.

f. Charges for Escrow Agent Services: $300.00 per closing.

g. Staff assigned to County's work.
Edwards Abstract and Title Co. will make available the necessary staff including plant professionals and others to perform the County's requests for title reports.

h. Other Services.
Edwards Abstract and Title Co. offers services such as environmental run sheets, nothing further certificates and lien checks.

Description:	***Cost:***
Environmental Run Sheets	$250.00 (subject to change)
Nothing Further Certificates	$200.00
Lien Search	$ 75.00 per name on account

DATE: November 18, 2009

EDWARDS ABSTRACT AND TITLE CO.

BY: _____
BYRON RAY LEWIS, President

TEXAS TITLE PREMIUMS – Effective February 1, 2007

Up to and Including	Basic Premium	Up to and Including	Basic Premium	Up to and Including	Basic Premium	Up to and Including	Basic Premium
10,000	229	32,500	383	55,000	536	77,500	690
10,500	233	33,000	386	55,500	539	78,000	694
11,000	235	33,500	390	56,000	544	78,500	698
11,500	239	34,000	393	56,500	547	79,000	702
12,000	243	34,500	397	57,000	550	79,500	703
12,500	246	35,000	400	57,500	554	80,000	707
13,000	250	35,500	404	58,000	558	80,500	711
13,500	254	36,000	407	58,500	560	81,000	715
14,000	257	36,500	410	59,000	564	81,500	717
14,500	260	37,000	413	59,500	567	82,000	721
15,000	262	37,500	417	60,000	571	82,500	725
15,500	266	38,000	421	60,500	575	83,000	729
16,000	270	38,500	425	61,000	578	83,500	731
16,500	274	39,000	427	61,500	581	84,000	734
17,000	277	39,500	431	62,000	585	84,500	739
17,500	281	40,000	434	62,500	589	85,000	742
18,000	285	40,500	438	63,000	591	85,500	745
18,500	287	41,000	440	63,500	594	86,000	748
19,000	290	41,500	445	64,000	598	86,500	752
19,500	293	42,000	448	64,500	602	87,000	756
20,000	298	42,500	452	65,000	605	87,500	759
20,500	301	43,000	454	65,500	608	88,000	762
21,000	305	43,500	458	66,000	612	88,500	766
21,500	308	44,000	461	66,500	617	89,000	770
22,000	312	44,500	465	67,000	620	89,500	772
22,500	315	45,000	469	67,500	621	90,000	775
23,000	318	45,500	472	68,000	625	90,500	779
23,500	321	46,000	475	68,500	629	91,000	783
24,000	325	46,500	479	69,000	632	91,500	787
24,500	328	47,000	481	69,500	635	92,000	789
25,000	332	47,500	485	70,000	640	92,500	793
25,500	335	48,000	489	70,500	644	93,000	797
26,000	339	48,500	493	71,000	647	93,500	801
26,500	342	49,000	496	71,500	649	94,000	802
27,000	345	49,500	499	72,000	652	94,500	806
27,500	348	50,000	503	72,500	656	95,000	811
28,000	352	50,500	506	73,000	660	95,500	814
28,500	355	51,000	508	73,500	663	96,000	816
29,000	359	51,500	512	74,000	667	96,500	820
29,500	362	52,000	516	74,500	671	97,000	824
30,000	366	52,500	520	75,000	674	97,500	828
30,500	369	53,000	523	75,500	676	98,000	830
31,000	373	53,500	527	76,000	680	98,500	834
31,500	376	54,000	530	76,500	683	99,000	838
32,000	379	54,500	533	77,000	687	99,500	841
						100,000	843

For Calculations over $100,000 See Reverse Side

Premiums shall be calculated as follows for policies in excess of $100,000:

1. For policies of $100,001 - $1,000,000 Basic Premium

   (1) Subtract $100,000 from policy amount.
   (2) Multiply result in 1.(1) by $.00534 and round to nearest whole dollar.
   (3) Add $843 to result in 1.(2).

2. For policies of $1,000,001 - $5,000,000 Basic Premium

   (1) Subtract $1,000,000 from policy amount.
   (2) Multiply result in 2.(1) by $.00439 and round to nearest whole dollar.
   (3) Add $5,649 to result in 2.(2).

3. For policies of $5,000,001 - $15,000,000 Basic Premium

   (1) Subtract $5,000,000 from policy amount.
   (2) Multiply result in 3.(1) by $.00362 and round to nearest whole dollar.
   (3) Add $23,209 to result in 3.(2).

4. For policies of $15,000,001 - $25,000,000 Basic Premium

   (1) Subtract $15,000,000 from policy amount.
   (2) Multiply result in 4.(1) by $.00257 and round to nearest whole dollar.
   (3) Add $59,409 to result in 4.(2).

5. For policies in excess of $25,000,000 Basic Premium

   (1) Subtract $25,000,000 from policy amount.
   (2) Multiply result in 5.(1) by $.00154 and round to nearest whole dollar.
   (3) Add $85,109 to result in 5.(2).

EXHIBIT "C"

Insurance Requirements

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2010

PRODUCER (956)686-8323 FAX (956)686-0241
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

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 Edwards Abstract and Title, Ltd Partnership
DBA: Edwards Abstract and Title Co.
3111 W Freddy Gonzalez Dr
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark	
INSURER B: National Interstate (Quirk & Co)	
INSURER C: Columbia	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	44CL448860-01	03/20/2009	03/20/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	SCA0003565-02	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA9026492-10	01/01/2010	01/01/2011	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
B		OTHER Automobile Liability Uninsured/ Underinsured Motorist	SCA0003565-02	01/01/2010	01/01/2011	$500,000	

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

Certificate holder is listed as Additional Insured on both the General Liability and Business Auto policies.

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Dept.
2812 S. Highway Business 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS

B.R. Whisenant Jr.

©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.

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.

EDWARDS ABSTRACT AND TITLE CO.

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.

NONE

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 EDWARDS ABSTRACT AND TITLE CO.

Signature of person doing business with the governmental entity

January 20, 2009

Date

BYRON JAY LEWIS, President

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, Byron Jay Lewis, 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: _____
BYRON JAY LEWIS, President

Subscribed and sworn to before me this 10th day of NOV, 2009.

LYZETTE CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-18-2013

Lyzette Cantu
Notary Public

My commission expires: 07-18, 2013.

Certification
Regarding Debarment, Suspension and Ineligibility

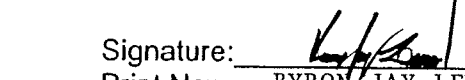
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

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: BYRON JAY LEWIS
Title: President
Telephone Number: (956) 383-4951
Date: November 18, 2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Edwards Abstract and Title Telephone No. (956) 383-4951

dba Name: Co. Edwards Abstract and Title Co.

Legal Name: Edwards Abstract and Title, Ltd.

Mailing Address : 3111 W. Freddy Gonzalez Dr. Fax No. (956) 383-4951
Edinburg, Texas 78539

Physical Address: 3111 W. Freddy Gonzalez Drive

City, State, Zip Edinburg, Texas 78539 Tax I.D. No. 74-3021275

Remit to Address : 3111 W. Freddy Gonzalez Dr City, State, Zip Edinburg, Texas 78539

E-Mail Address: byron.lewis@edwards-titleco.com

Representative(s) Name(s) & Title(s) Byron Jay Lewis, President

Type of Organization (check one): ____ Individual __X__ Partnership ____ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 74-3021275 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas Date: 2001 Other:

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __X__ Other, Specify Title Company

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Byron Jay Lewis, President

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
X 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 X☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: title reports, environmental runsheets, Nothing Further Certificates, lien searches, and escrow 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.:

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)
EDWARDS ABSTRACT AND TITLE, LTD.

Business name, if different from above
EDWARDS ABSTRACT AND TITLE CO.

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☒ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
3111 W. Freddy Gonzalez Drive

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, Texas 78539

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
7	4	–	3	0	2	1	2	7	5

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 ▶ [signature] Date ▶ November 18, 2009

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 STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-407-01-12

THIS AGREEMENT is made effective the 28th day of November, 2009, by and between the **County of Hidalgo, Texas** ("County") and **Valley Land Title Co., Ltd. (DBA) Valley Land Title Co.** ("Company").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Policy Related Services** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Companies Services", and

WHEREAS, from which "Title Company provider/firm(s)" has been selected from the "Pool" of pre-qualified Title Companies Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Companies Services" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the provider/firm to provide title companies services within the County of Hidalgo, Texas through its procured approved pool of Title Companies Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Company Provider/Firm do mutually agree as follows:

1. **Scope of Services.** Title Company provider/firm agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the provider/firm". Provider/Firm selected is to have adequate experience and a workload free from constraints to complete said services within the requested time provided by the user department. **The Title Company Provider/Firm will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services. Also, if it is demonstrated by Title Company Provider/Firm that Hidalgo County has caused or delayed thus preventing the Title Company Provider/Firm from meeting the specified agreed upon deadline to provided the services ordered, Title Company Provider/Firm must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** Contract will be for one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Company Provider/Firm the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Company Provider/Firm. The Title Company Provider/Firm is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show

the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Company Provider/Firm agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Company Provider/Firm shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Title Company Provider/Firm shall undertake and complete the authorized work. The County or the Title Company Provider/Firm can request conferences to be provided at the Title Company Provider/Firm's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder. All evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Company Provider/Firm unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Company Provider/Firm, the County shall require the Title

Company Provider/Firm to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Company Provider/Firm, the County will reimburse the Title Company Provider/Firm for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Title Company Provider/Firm shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents furnished to the County by the Title Company Provider/Firm or furnished to the Title Provider/Firm by the County shall be delivered to and become the property of the County. The Title Company Provider/Firm may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Company Provider/Firm must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Title Company Provider/Firm under this Contract. Notwithstanding the foregoing sentence, Title Company Provider/Firm represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and

warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Company Provider/Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Company Provider/Firm and County agree that 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) this contract is terminated without cause by County with the thirty (30) days written notice to the Title Company Provider/Firm.

11. **Insurance.** Title Company Provider/Firm agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Title Company Provider/Firm, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. **Termination by County.** If Title Company Provider/Firm fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Company Provider/Firm fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Company Provider/Firm.

16. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

18. **Venue.** 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. **Hold Harmless.** In the event Title Company Provider/Firm should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Company Provider/Firm shall hold harmless and indemnify County from any and all obligations,

liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Company Provider/Firm's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees**. In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:

County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Title Company Provider/Firm:

Valley Land Title Co., Ltd.
(DBA) Valley Land Title Co.
Attn: Paul Rodriguez, Chief Exec. Officer
612 Nolana, Ste. 570
McAllen, Texas 78504

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

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

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

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

25. **Authority.** The execution and performance of this Contract by County and Title Company Provider/Firm have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Company Provider/Firm in accordance with its terms.

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

TITLE COMPANY PROVIDER/FIRM:

NAME: Valley Land Title Company

By: _____

Printed Name: Paul R. Rodriguez

Title: CHIEF EXECUTIVE OFFICER

Approved on Commissioners' Court:_____ 2010.

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain, Attorney

EXHIBIT "A"

Services to be provided by Title Company Provider/Firm

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE COMPANY SERVICES"

RFP NO: 2009-407-11-18-otm

Hidalgo County is requesting sealed proposals from qualified and interested **"Title Companies"** in order to award to one or more **"Title Company Services Providers/Firms"** for the purposes of providing and rendering title policy related services on an **"As Needed/Non Exclusive Basis"** for a period of one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, November 18, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2009-407-11-18-otm

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County requires that "Request For Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, November 4, 2009 at 5:00 P.M. at (956) 292-7612, and/or **BY EMAIL AT:** **olga.montero@co.hidalgo.tx.us** . Responses will be sent to all applicants via facsimile by Friday, November 6, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering the RFP, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

PURPOSE:
Hidalgo County is requesting Proposals from interested firms/companies with proper licenses, certifications and experience in providing the requested information in order to award to one or more Title Companies to provide title company related services on an "As Needed/Non-Exclusive/Purchase Order Basis". The title company related services extend on an "As Needed/Non-Exclusive Basis" to all Hidalgo County Elected Offices, Departments, Programs, Agencies through their funding sources.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

QUALIFICATIONS-REQUIREMENTS-SCOPE OF SERVICES:

I. MINIMUM FIRM QUALIFICATIONS:

(a) The firm must possess a current license from the Texas Board of Insurance
(b) The firm or vendor selected is to have adequate experience and staff, such as, but not limited to:
- Title Examiners
- Closing Officers
- Escrow Agents

(c) The provider should have experience with State (i.e. TxDOT), County and other governmental entities as well as private sector firms.

II. REQUIREMENTS:
Each proposal must address, but may not be limited, to the following issues:

(a) Firm Name;
(b) Name, position, phone and fax number of Point of Contact (POC);
(c) Name of Principal/Owner and number of years in business;
(d) Provide the number of staff members available in order to render (but not limited to) all the services described and listed herein;
(e) List three (3) governmental projects with names, addresses and phone number of representatives who can be contacted for references;
(f) Detail how your firm/company has the capability to deliver the services required on a timely basis;
- State in how many business days your company can return a "Title Report" after a "Request, i.e. Purchase Order" is received by your firm.
- State your firm's/company's agreement to comply or exceed the timeline of seven (7) to ten (10) days to issue a "Title Commitment(s)".
- Provide a copy of "Texas Title Insurance Premium Rates".
- State how many business days your company can complete "Escrow Agent" services (if requested by County) and include the applicable rates for those services.
- State how many personnel or staff will be assigned and committed to render the services required.
- State in detail what "other services" are not included in the rates provided.

III. SCOPE OF TITLE COMPANY SERVICES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

(a) Title Reports
(b) Title Searches, i.e., Title Certificates
(c) Title Commitments
(d) Title Policy*
(e) Escrow Agent Services when requested by the County

*** In the event that a Title Commitment is requested and no title policy is necessary or purchased, Hidalgo County will pay a maximum of three hundred dollars ($300.00) for the services.**

IV. REQUEST FOR SERVICES:

A department requiring Title Company Services will follow the established and approved requisition and Purchase Order policies and procedures utilizing the company/companies, firm/firms awarded by Commissioner's Court for the provision of said services.

In the event a situation arises that requires an urgent timeline, a department (i.e elected office, program or agency) may elect to use the awarded provider that commits (in a documented fashion- i.e. in writing or e-mail) to meet or exceed that timeframe.

V. INVOLUNTARY TERMINATION

The qualified vendor(s) awarded to perform work for the County under this RFP shall be deemed to be terminated upon occurrence of any of the following:

- The death of the vendor, if an individual, or the primary professional member, if a firm or entity
- The suspension, revocation or cancellation of the vendor's right to practice this profession in the State of Texas
- The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified.
- The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations are not contrary to any law or regulatory directive or
- The conduct of the vendor in any unprofessional, unethical or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.

TERM:

Contract will be for a one (1) year period commencing November 28, 2009, with the County's sole discretion to extend the contract for an additional one (1) year under the same rates/fees, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in the award of new bid for the next contract term.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND AWARD

Hidalgo County Commissioner's Court may score, grade and evaluate the submitted proposals or elect to designate, assign and appoint a committee to do so. Commissioners Court or the Committee will base the grading, scoring and evaluation on the "Criteria" set forth herein. Those firms/vendors/companies scoring a minimum of 80 points will be eligible for Commissioners Court to award to one or multiple vendors/firms/companies to provide the services detailed in this procurement if it is in it's best interest to do so.

SECTION IV: EVALUATION (GRADING, SCORING) CRITERIA:

GRADING AND SCORING POINT SYSTEM:

A. **FIRM'S STAFFING AND EXPERIENCE - 20 POINTS**

B. **FIRM'S CAPABILITY TO PERFORM ALL THE SERVICES REQUIRED FOR THE NOTED PROJECTS- 45 POINTS**

C. **EXPERIENCE WITH POLITICAL SUBDIVISIONS/GOVERNMENT AGENCIES- 15 POINTS**

D. **COST OF SERVICES REQUESTED HEREIN – (10 points)**

E. **COST OF "OTHER SERVICES" PROPOSED – (10 points)**

TOTAL POSSIBLE POINTS = 100

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, November 18, 2009.**

EXHIBIT “B”

Fee Schedule

Valley Land Title Co.

612 Nolana, Suite 570
McAllen, Tx 78504
(956) 383-2708
Fax (956) 217-3190
www.rodriguezp@valleylandtitleco.com

November 16, 2009

OPENED 9:43am 11-18-09 Witnessed

Ms. Martha L. Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas

Re: RFP#2009-407-11-18-OTM
"Title Company Services"

Dear Ms. Salazar:

As the authorized point of contact for Valley Land Title Company, I am submitting the following information in response to your Request for Proposals for Hidalgo County "Title Company Services".

History and Experience
Our company has operated in Edinburg and Hidalgo County since 1919. Our "Plant" contains real estate recordings history dating back to the establishment of Hidalgo County.

Our Examination Department is headed by Mr. Mario Garza who has over 29 years of examination history, all of them with our company. He is assisted by Mr. Danny Gonzalez, a 26 year veteran in the Examination Department. They lead an examining staff of ten. This group would provide title reports, title searches and title commitments to Hidalgo County.

Our Policy Department consists of five individuals lead by Mrs. Imogene Filkin, a 36 year veteran of our company and the title company industry. They would be responsible for the final issuance of title policies.

We would dedicate our Closing Officers/Escrow Agents and their assistants that are located in our Edinburg office to fulfill the escrow agent services for Hidalgo County. Mrs. Shirley Clancey is the head of that department with over 30 years of experience and includes three escrow officers and two assistants. The typical charge for these services is $250.00.

Mr. Jerry Canales is our legal counsel and has been associated with the company since 1987; between 1987 and the end of 2005, Mr. Canales was an owner of the company.

Mr. Blucher Smith is "of counsel" to the company and has been associated with it since 1946.

Mr. Alonzo Cantu is the company's current owner, having become a part-owner in 2003. Mr. Cantu has been a successful builder, developer and bank director in Hidalgo County for over 20 years.

I joined Valley Land Title Company as its Chief Executive Officer in March of 2006 after a 30 year career in the commercial banking industry.

Our company has been part of the Title Company Services-Pool for Hidalgo County since September of 2006. Our primary point of contact has been with Mr. Joe Pena, Director for the Hidalgo County Right of Way Department. We have also been part of the Title Company Services Pool for Hidalgo County Drainage District No. 1 since July of 2007, where Mr. Pena is also our point of contact. In addition, since 2003 we were contracted to work with L& G Engineering (2100 W. Expressway 83, Mercedes, Texas 78570 (956)-565-9813. We provided Fernando Ramirez, Right -of-Way Acquisition Manager, with title commitment and policy services in connection with numerous Texas Department of Transportation projects that were funneled through Hidalgo County.

Delivery of Services

With the historical data and human resources at our disposal, we can produce a title report as quickly as any of our competitors in the title company business in Hidalgo County. Our experience tells us, however, that it is unreasonable and misleading to pledge to you that we can always provide a title report in a certain number of days after an order is submitted. If the property involved has a "lot and block" legal description, it is reasonable to expect a title report within four business days. Properties that have less specific legal descriptions, on the other hand, can take over a week to complete.

Providing a final title policy on any property will be contingent on the number and complexity of items to be cleared from the various schedules required to be submitted with that policy. Properties that are relatively clear of pending items can have policies produced well within seven to ten days. In other cases, especially in dealing with more remote locations, it can take weeks to properly produce a policy.

We appreciate the opportunity to submit this Request for Proposals and the pertinent schedules and declarations that are attached. I will be happy to entertain any questions or clarifications; please see the letterhead for information on how to contact me.

Very truly yours,

Paul R. Rodriguez
Chief Executive Officer

TEXAS
SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE
Effective February 1, 2007

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
$10,000	$229	$32,500	$383	$55,000	$536	$77,500	$690
10,500	233	33,000	386	55,500	539	78,000	694
11,000	235	33,500	390	56,000	544	78,500	698
11,500	239	34,000	393	56,500	547	79,000	702
12,000	243	34,500	397	57,000	550	79,500	703
12,500	246	35,000	400	57,500	554	80,000	707
13,000	250	35,500	404	58,000	558	80,500	711
13,500	254	36,000	407	58,500	560	81,000	715
14,000	257	36,500	410	59,000	564	81,500	717
14,500	260	37,000	413	59,500	567	82,000	721
15,000	262	37,500	417	60,000	571	82,500	725
15,500	266	38,000	421	60,500	575	83,000	729
16,000	270	38,500	425	61,000	578	83,500	731
16,500	274	39,000	427	61,500	581	84,000	734
17,000	277	39,500	431	62,000	585	84,500	739
17,500	281	40,000	434	62,500	589	85,000	742
18,000	285	40,500	438	63,000	591	85,500	745
18,500	287	41,000	440	63,500	594	86,000	748
19,000	290	41,500	445	64,000	598	86,500	752
19,500	293	42,000	448	64,500	602	87,000	756
20,000	298	42,500	452	65,000	605	87,500	759
20,500	301	43,000	454	65,500	608	88,000	762
21,000	305	43,500	458	66,000	612	88,500	766
21,500	308	44,000	461	66,500	617	89,000	770
22,000	312	44,500	465	67,000	620	89,500	772
22,500	315	45,000	469	67,500	621	90,000	775
23,000	318	45,500	472	68,000	625	90,500	779
23,500	321	46,000	475	68,500	629	91,000	783
24,000	325	46,500	479	69,000	632	91,500	787
24,500	328	47,000	481	69,500	635	92,000	789
25,000	332	47,500	485	70,000	640	92,500	793
25,500	335	48,000	489	70,500	644	93,000	797
26,000	339	48,500	493	71,000	647	93,500	801
26,500	342	49,000	496	71,500	649	94,000	802
27,000	345	49,500	499	72,000	652	94,500	806
27,500	348	50,000	503	72,500	656	95,000	811
28,000	352	50,500	506	73,000	660	95,500	814
28,500	355	51,000	508	73,500	663	96,000	816
29,000	359	51,500	512	74,000	667	96,500	820
29,500	362	52,000	516	74,500	671	97,000	824
30,000	366	52,500	520	75,000	674	97,500	828
30,500	369	53,000	523	75,500	676	98,000	830
31,000	373	53,500	527	76,000	680	98,500	834
31,500	376	54,000	530	76,500	683	99,000	838
32,000	379	54,500	533	77,000	687	99,500	841
						100,000	843

Premiums shall be calculated as follows for policies in excess of $100,000

1. **For policies of $100,001 - $1,000,000**
   Basic Premium
   (1) Subtract $100,000 from policy amount
   (2) Multiply result in 1, (1) by **0.00534**
   and round to nearest whole dollar
   (3) Add **$843** to result in 1, (2).

2. **For policies of $1,000,001-$5,000,000**
   Basic Premium
   (1) Subtract $1,000,000 from policy amount
   (2) Multiply result in 2, (1) by **0.00439**
   and round to nearest whole dollar
   (3) Add **$5,649** to result in 2,(2).

3. **For policies of $5,000,001 - $15,000,000**
   Basic Premium
   (1) Subtract $5,000,000 from policy amount
   (2) Multiply result in 3,(1) by **0.00362**
   and round to nearest whole dollar
   (3) Add **$23,209** to result in 3,(2).

4. **For policies of $15,000,001 - $25,000,000**
   Basic Premium
   (1) Subtract $15,000,000 from policy amount
   (2) Multiply result in 4,(1) by **0.00257**
   and round to nearest whole dollar
   (3) Add **$59,409** to result in 4,(2).

5. **For policies in excess of $25,000,000**
   Basic Premium
   (1) Subtract $25,000,000 from policy amount
   (2) Multiply result in 5,(1) by **0.00154**
   and round to nearest whole dollar
   (3) Add **$85,109** to result in 5,(2).

EXHIBIT "C"

Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

OP ID JP
VALL-03

DATE (MM/DD/YYYY)
01/15/10

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolana, suite 570
McAllen TX 78504

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	The Travelers Ins. Co.	40282
INSURER B:	Texas Mutual Insurance Co.	22945
INSURER C:	Scottsdale	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PACP8237B467TLC	01/16/10	01/16/11	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A A A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Un/Underinsured	BA7570H368 $1,000,000	01/16/10	01/16/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 5000	ISFCUP2868Y190	01/16/10	01/16/11	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under SPECIAL PROVISIONS below	SBP0001165219	01/16/10	01/16/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ $
C		OTHER Real Estate Prof.	EKS3000416	01/16/10	02/16/10	Limit retention	1,000,000 25,000

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

CERTIFICATE HOLDER

HIDCOED

County of Hidalgo
2812 So. Bus Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
SHEPARD WALTON KING INS. GROUP

ACORD 25 (2009/01)

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2056270

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.**

Valley Land Title Co.

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. None.
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 N/A.

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 N/A.

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 N/A.

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

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Dec 03,2009 at 10:56A
As a Recording

Document Number: 2056270
Total Fees : 16.00
Receipt Number - 1035207
By: Deputy
Lee Marzan

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, Paul R. Rodriguez, 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: _____
Paul R. Rodriguez, Chief Executive Officer

Subscribed and sworn to before me this 16th day of Nov, 2009.

_____
Notary Public

SUSAN VALDEZ
Notary Public, State of Texas
My Commission Expires
09-20-2010

My commission expires: _____, 200___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Valley Land Title Co. LTD Telephone No. (956)383-2708

dba Name: Valley Land Title Company

Legal Name: Valley Land Title Co., LTD

Mailing Address : 612 Nolana Ste. 570 Fax No. (956)217-3122

Physical Address: McAllen, Texas 78504 (both physical & mailing)

City, State, Zip Tax I.D. No. 20-4064406

Remit to Address : same as above City, State, Zip

E-Mail Address: rodriguezp@valleylandtitleco.com

Representative(s) Name(s) & Title(s) Paul R. Rodriguez, Chief Executive Officer

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor X Other, Specify Limited Partnership

State Identification No.____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No. 20-4064406

State of Incorporation: ____ Date:____ Other: Registered in State of Texas

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization X Other, Specify Real Estate Title Insurance

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Paul R. Rodriguez, Chief Executive Officer

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?:

Real Estate Title Insurance & Title Evidence

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.:

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)
Valley Land Title Co., LTD

Business name, if different from above
Valley Land Title Company

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☒ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
612 Nolana, Ste. 570 Water Tower Center

Requester's name and address (optional)

City, state, and ZIP code
McAllen, Texas 78504

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	4	0	6	4	4	0	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 ► [signature] Date ► 11/16/09

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,

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

October 20, 2010

Mr. Byron J. Lewis, President
Edwards Abstract & Title Co.
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539

Re: C-09-407-01-12
"Title Companies Services (Pool)"

Dear Mr. Lewis:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend/renew the additional one (1) year period as provided in the Professional Services Agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **October 26, 2010** for discussion, consideration and action.

Please sign below and return to the Purchasing Department, by no later than Thursday, **October 21, 2010** via facsimile to (956) 956-292-7612 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Please forward the "Certificate of Insurances" under Edwards Abstract & Title Co. as required by Hidalgo County (see Exhibit C).

By: _____ Date: 10/21/10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Olga T. Montero, Buyer III
Hidalgo County Purchasing Department

cc:

department
auditors

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2010

PRODUCER (956)686-8323 FAX (956)686-0241
Bert Whisenant Insurance
816 East Hackberry Avenue
McAllen, TX 78501
Rosalinda Solis

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
Edwards Abstract and Title Co.
3111 W Freddy Gonzalez Dr
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark	
INSURER B: National Interstate (Quirk&Co)	
INSURER C: Columbia	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	44CL448860-03	03/20/2010	03/20/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	SCA0003565-02	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA9026492-10	01/01/2010	01/01/2011	[ ] 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
B		OTHER Automobile Liability Uninsured/ Underinsured Motorist	SCA0003565-02	01/01/2010	01/01/2011	$500,000	

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

Certificate holder is listed as Additional Insured on both the General Liability and Business Auto policies.

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Dept.
2812 S. Highway Business 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant, Jr/ROS B.R. Whisenant, Jr.

©ACORD CORPORATION 1988

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 20, 2010

Mr. Paul Rodriguez, President
Valley Land Title Company
612 Nolana, Ste. 570
McAllen, Texas 78504

Re: C-09-407a-01-12
"Title Company Services (Pool)"

Dear Mr. Rodriguez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend/renew the additional one (1) year period as provided in the Professional Services Agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 26, 2010 for discussion, consideration and action.

Please sign below and return to the Purchasing Department, by no later than Thursday, October 21, 2010 via facsimile to (956) 956-292-7612 or email to: olga.montero@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Please forward the "Certificate Of Insurances" under Valley Land Title Co. as required by Hidalgo County (see Exhibit C).

By: _____ Date: 10-20-2010
Paul R. Rodriguez

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Olga T. Montero, Buyer III
Hidalgo County Purchasing Department

cc:

department
auditors

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JP VALL-03 | DATE (MM/DD/YYYY) 01/15/10

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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
Valley Land Title Company, Ltd
@ Water Tower Centre
612 Nolana, suite 570
McAllen TX 78504

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	The Travelers Ins. Co.	40282
INSURER B:	Texas Mutual Insurance Co.	22945
INSURER C:	Scottsdale	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PACP8237B467TLC	01/16/10	01/16/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A A A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Un/Underinsured	BA7570H368 $1,000,000	01/16/10	01/16/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 5000	ISFCUP2868Y190	01/16/10	01/16/11	EACH OCCURRENCE AGGREGATE	$ 1000000 $ 1000000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	SBP0001165219	01/16/10	01/16/11	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ $
C		OTHER Real Estate Prof.	EKS3000416	01/16/10	02/16/10	Limit retention	1,000,000 25,000

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

CERTIFICATE HOLDER

HIDCOED

County of Hidalgo
2812 So. Bus Hwy 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
SHEPARD WALTON KING INS. GROUP

ACORD 25 (2009/01)

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Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-412-00-001-001-0-890	92ND DC-OTHER	.00	.00	.00	.00	.00	.00
0-1100-412-00-002-001-0-890	93RD DC-OTHER	942.00	.00	.00	.00	942.00	.00
0-1100-412-00-003-001-0-890	139TH DC-OTHER	.00	.00	.00	.00	.00	.00
0-1100-412-00-004-001-0-890	206TH DC-OTHER	.00	.00	.00	.00	.00	.00
0-1100-412-00-005-001-0-890	275TH DC-OTHER	5,414.00	.00	.00	.00	5,414.00	.00
0-1100-412-00-006-001-0-890	332ND DC-OTHER	3,545.03	.00	.00	.00	3,545.03	.00
0-1100-412-00-007-001-0-890	370TH DC-OTHER	9,534.95	.00	.00	.00	9,534.95	.00
0-1100-412-00-008-001-0-890	389TH DC-OTHER	83.00	.00	.00	.00	83.00	.00
0-1100-412-00-009-001-0-890	398TH DC-OTHER	.00	.00	.00	.00	.00	.00
0-1100-412-00-010-001-0-890	430TH DC-OTHER	7,038.11	.00	.00	.00	7,038.11	.00
0-1100-412-00-011-001-0-890	449TH DC-OTHER	1,116.00	.00	.00	.00	1,116.00	.00
0-1100-412-00-021-001-0-890	CCL#1-OTHER	5.61	.00	.00	.00	5.61	.00
0-1100-412-00-022-001-0-890	CCL#2-OTHER	.00	.00	.00	.00	.00	.00
0-1100-412-00-023-001-0-890	PROBATE CRT-OTHER	993.00	.00	.00	.00	993.00	.00
0-1100-412-00-024-001-0-890	CCL#4-OTHER	332.28	.00	.00	.00	332.28	.00
0-1100-412-00-025-001-0-890	CCL#5-OTHER	514.78	.00	.00	.00	514.78	.00
0-1100-412-00-026-001-0-890	CCL#6-OTHER	186.00	.00	.00	.00	186.00	.00
0-1100-412-00-090-001-0-339	DIST CLERK-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
0-1100-412-00-115-013-0-890	5TH ADM JUDICIAL REGION-OTHER	96,000.00	.00	86,225.00	86,225.00	9,775.00	89.82
0-1100-412-00-115-014-0-890	VISITING JUDGES-OTHER	.00	.00	.00	.00	.00	.00
0-1100-412-30-115-016-0-333	PUBLIC DEFENSE-LEGAL SERVICES	6,935,733.00	.00	6,212,331.75	6,212,331.75	723,401.25	89.57
0-1100-413-30-115-017-0-339	CO COMM-OTHER PROF SRV	600.00	.00	.00	.00	600.00	.00
0-1100-414-00-130-001-0-339	ELECTIONS DEPT-OTHER PROF SRV	42,500.00	.00	40,281.73	40,281.73	2,218.27	94.78
0-1100-415-00-115-002-0-339	CO WIDE ADM-OTHER PROF SRV	4,000.00	4,000.00	.00	.00	.00	100.00
0-1100-415-00-115-002-0-890	CO WIDE ADM-OTHER	54.53	.00	54.53	54.53	.00	100.00
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	3,349.38	.00	.00	.00	3,349.38	.00
0-1100-415-14-115-001-0-339	DBM-BUDGET DIV-OTHER PROF SRV	57,329.00	.00	.00	.00	57,329.00	.00
0-1100-415-15-140-001-0-339	TAX OFF-OTHER PROF SRV	100.00	.00	.00	.00	100.00	.00
0-1100-415-19-115-020-0-339	ARBITRAGE CALC-OTHER PROF SRV	6,500.00	.00	6,500.00	6,500.00	.00	100.00
0-1100-415-30-115-021-0-333	GENERAL LITIGATION-LEGAL SERVICES	343,689.43	.00	279,667.64	279,667.64	64,021.79	81.37

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROF SRV	300,436.53	.00	260,686.10	260,686.10	39,750.43	86.77
0-1100-415-40-180-001-0-339	CO CLERK-OTHER PROF SRV	2,000.00	.00	200.00	200.00	1,800.00	10.00
0-1100-415-40-180-002-0-339	CO CLERK RECORD ARCHIVE-OTHER PROF SRV	77,996.00	.00	.00	.00	77,996.00	.00
0-1100-415-50-190-001-0-333	CIVIL SERVICE-LEGAL SERVICES	3,000.00	.00	3,000.00	3,000.00	.00	100.00
0-1100-419-40-220-001-0-339	FACILITIES MGMT-OTHER PROF SRV	2,000.00	.00	815.00	815.00	1,185.00	40.75
0-1100-419-40-220-001-0-890	FACILITIES MGMT-OTHER	2,309.72	.00	1,301.68	1,301.68	1,008.04	56.36
0-1100-419-50-115-059-0-339	DBM-SAFETY DIV-OTHER PROF SRV	77,000.00	31,116.00	20,435.00	20,435.00	25,449.00	66.95
0-1100-419-50-115-059-0-890	DBM-SAFETY DIV-OTHER	100.00	.00	50.00	50.00	50.00	50.00
0-1100-421-00-115-070-0-890	DPS LICENSE & WEIGHT-OTHER	1,200.00	.00	512.00	512.00	688.00	42.67
0-1100-421-00-280-001-0-339	SHERIFF-OTHER PROF SRV	210,244.00	86,247.50	66,534.65	66,534.65	57,461.85	72.67
0-1100-421-00-280-001-0-890	SHERIFF-OTHER	500.00	.00	391.10	391.10	108.90	78.22
0-1100-421-53-123-041-0-339	RURAL AMBULANCE-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
0-1100-422-10-300-001-0-890	EMERG SRVS-FM-OTHER	1,726.91	.00	.00	.00	1,726.91	.00
0-1100-423-21-280-002-0-339	JAIL-OTHER PROF SRV	89,000.00	.00	5,728.66	5,728.66	83,271.34	6.44
0-1100-423-21-280-002-0-890	JAIL-OTHER	500.00	.00	.00	.00	500.00	.00
0-1100-423-32-330-001-0-333	JUV DET HM-LEGAL SERVICES	30,000.00	.00	25,000.00	25,000.00	5,000.00	83.33
0-1100-423-32-330-001-0-339	JUV DET HM-OTHER PROF SRV	35,000.00	.00	33,720.00	33,720.00	1,280.00	96.34
0-1100-423-60-330-002-0-339	JUV PROB-OTHER PROF SRV	45,000.00	.00	5,774.50	5,774.50	39,225.50	12.83
0-1100-429-00-300-023-0-339	EMERG SRVS-EM-OTHER PROF SRV	100.00	.00	100.00	100.00	.00	100.00
0-1100-432-00-121-001-0-719	PCT1 SANITATION-LAND	215,004.67	.00	215,004.67	215,004.67	.00	100.00
0-1100-432-00-123-001-0-719	PCT3 SANITATION-LAND	1,500.00	1,500.00	.00	.00	.00	100.00
0-1100-432-00-123-001-0-890	PCT3 SANITATION-OTHER	2,365.66	.00	2,365.66	2,365.66	.00	100.00
0-1100-441-00-340-001-0-339	HEALTH ADM-OTHER PROF SRV	1,780.00	1,530.00	250.00	250.00	.00	100.00
0-1100-441-00-340-001-0-890	HEALTH ADM-OTHER	20.00	.00	20.00	20.00	.00	100.00
0-1100-441-00-340-003-0-339	HEALTH CLINICS-OTHER PROF SRV	8,993.10	3,122.78	5,870.32	5,870.32	.00	100.00
0-1100-451-10-115-033-0-890	HISTORICAL COMM-OTHER	7,198.00	100.00	6,850.00	6,850.00	248.00	96.55
0-1100-451-32-115-034-0-890	HISTORICAL MUSEUM-OTHER	.00	.00	.00	.00	.00	.00
0-1100-452-00-120-002-0-899	PARKS CO WIDE-CONTINGENCY	18,978.00	.00	.00	.00	18,978.00	.00
0-1100-452-00-121-013-0-339	PCT1 PARKS-OTHER PROF SRV	1,980.00	732.00	1,248.00	1,248.00	.00	100.00
0-1100-452-00-121-013-0-890	PCT1 PARKS-OTHER	2,078.70	24.25	310.00	310.00	1,744.45	16.08

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1100-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	1,000.00	.00	.00	.00	1,000.00	.00
0-1100-452-00-122-008-0-711	PCT2 PARKS-ROW	6,000.00	4,000.00	.00	.00	2,000.00	66.67
0-1100-452-00-122-008-0-719	PCT2 PARKS-LAND	12,500.00	.00	.00	.00	12,500.00	.00
0-1100-452-00-122-008-0-890	PCT2 PARKS-OTHER	20,222.25	.00	277.10	277.10	19,945.15	1.37
0-1100-452-00-123-008-0-890	PCT3 PARKS-OTHER	8,291.94	.00	.00	.00	8,291.94	.00
0-1100-463-00-250-001-0-890	URBAN COUNTY-OTHER	5,150.00	.00	5,150.00	5,150.00	.00	100.00
0-1200-431-00-115-041-0-890	ROAD ADM-OTHER	3,705.01	.00	.00	.00	3,705.01	.00
0-1200-431-00-115-041-0-899	ROAD ADM-CONTINGENCY	190,396.73	.00	.00	.00	190,396.73	.00
0-1200-431-00-115-042-0-890	COLONIA ACCESS PRG-OTHER	3,058.05	.00	.00	.00	3,058.05	.00
0-1200-431-00-121-004-0-890	PCT1 RD ADM-OTHER	950.00	.00	.00	.00	950.00	.00
0-1200-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	8,631.00	3,161.45	552.75	552.75	4,916.80	43.03
0-1200-431-00-121-005-0-711	PCT1 P/U RD-ROW	3,000.00	2,500.00	288.00	288.00	212.00	92.93
0-1200-431-00-121-007-0-333	PCT1 LATERAL RD-LEGAL SERVICES	300.00	.00	.00	.00	300.00	.00
0-1200-431-00-121-007-0-711	PCT1 LATERAL RD-ROW	3,450.00	.00	.00	.00	3,450.00	.00
0-1200-431-00-122-004-0-890	CO SHOP-OTHER	.80	.00	.00	.00	.80	.00
0-1200-431-00-122-005-0-890	PCT2 RD ADM-OTHER	114,450.00	.00	.00	.00	114,450.00	.00
0-1200-431-00-122-006-0-339	PCT2 P/U RD-OTHER PROF SRV	302.75	.00	.00	.00	302.75	.00
0-1200-431-00-122-006-0-711	PCT2 P/U RD-ROW	38,200.00	17,000.00	.00	.00	21,200.00	44.50
0-1200-431-00-122-006-0-719	PCT2 P/U RD-LAND	20,000.00	7,200.00	4,400.00	4,400.00	8,400.00	58.00
0-1200-431-00-122-006-0-890	PCT2 P/U RD-OTHER	11,874.31	.00	1,500.00	1,500.00	10,374.31	12.63
0-1200-431-00-122-026-0-711	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROW	10,000.00	.00	.00	.00	10,000.00	.00
0-1200-431-00-122-027-0-711	PCT2 TOWER RD(MOORE-BALLI)-ROW	79,200.00	46,070.00	.00	.00	33,130.00	58.17
0-1200-431-00-122-035-0-711	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROW	5,000.00	3,650.00	.00	.00	1,350.00	73.00
0-1200-431-00-122-038-0-711	PCT2 LJ DRAIN(S OF OWASSA)-ROW	115,249.87	.00	106,272.54	106,272.54	8,977.33	92.21
0-1200-431-00-122-040-0-711	PCT2 SOUTHFORK ESTATES-ROW	330,000.00	.00	124,075.69	124,075.69	205,924.31	37.60
0-1200-431-00-122-045-0-719	PCT2 LJ POND-LAND	139,750.13	.00	139,750.13	139,750.13	.00	100.00
0-1200-431-00-122-047-0-711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	249,709.00	250.00	225,342.00	225,342.00	24,117.00	90.34
0-1200-431-00-122-047-0-719	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-LAND	4,158.68	.00	.00	.00	4,158.68	.00
0-1200-431-00-122-052-0-711	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROW	120,000.00	9,850.00	81,001.00	81,001.00	29,149.00	75.71
0-1200-431-00-122-557-0-711	PENTECOSTAL-ROW	3,600.00	600.00	1,900.00	1,900.00	1,100.00	69.44
0-1200-431-00-122-605-0-339	PCT.2-RED BARN-OTHER PROF SRV	247.25	.00	.00	.00	247.25	.00
0-1200-431-00-122-900-0-711	PCT.2-MORNINGSIDE SOUTH SUBD-ROW	3,200.00	.00	.00	.00	3,200.00	.00
0-1200-431-00-123-004-0-339	PCT3 RD ADM-OTHER PROF SRV	10,500.00	3,000.00	6,500.00	6,500.00	1,000.00	90.48

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1200-431-00-123-005-0-711	PCT3 P/U RD-ROW	48,446.95	2,400.00	24,051.58	24,051.58	21,995.37	54.60
0-1200-431-00-123-005-0-890	PCT3 P/U RD-OTHER	47,921.02	.00	.00	.00	47,921.02	.00
0-1200-431-00-123-049-0-719	PCT3 DRAIN IMPRV PRJ-LAND	1,000.00	.00	.00	.00	1,000.00	.00
0-1200-431-00-123-049-0-890	PCT3 DRAIN IMPRV PRJ-OTHER	24,258.62	.00	.00	.00	24,258.62	.00
0-1200-431-00-123-080-0-711	PCT3 M4N (TOMGILL-FM2221)-ROW	91,384.00	.00	65,156.48	65,156.48	26,227.52	71.30
0-1200-431-00-124-007-0-711	PCT4 P/U RD-ROW	122,500.00	.00	69,000.00	69,000.00	53,500.00	56.33
0-1200-431-00-124-007-0-890	PCT4 P/U RD-OTHER	5,021.22	.00	.00	.00	5,021.22	.00
0-1200-431-00-124-036-0-719	PCT4 DRAIN IMPRV PRJ-LAND	1,555.00	1,250.00	.00	.00	305.00	80.39
0-1200-431-00-260-001-0-339	R-O-W DEPT-OTHER PROF SRV	7,000.00	.00	.00	.00	7,000.00	.00
0-1200-431-00-260-001-0-711	R-O-W DEPT-ROW	15,200.00	15,200.00	.00	.00	.00	100.00
0-1201-431-00-121-004-0-890	PCT1 RD ADM-OTHER	.00	.00	.00	.00	.00	.00
0-1201-431-00-121-005-0-339	PCT1 P/U RD-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
0-1201-431-00-121-005-0-890	PCT1 P/U RD-OTHER	.00	.00	.00	.00	.00	.00
0-1201-431-00-121-052-0-890	PCT1 DRAIN IMPRV PRJ-OTHER	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-005-0-890	PCT2 RD ADM-OTHER	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-006-0-339	PCT2 P/U RD-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-006-0-711	PCT2 P/U RD-ROW	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-006-0-890	PCT2 P/U RD-OTHER	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-026-0-711	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROW	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-027-0-711	PCT2 TOWER RD(MOORE-BALLI)-ROW	16,000.00	.00	16,000.00	16,000.00	.00	100.00
0-1202-431-00-122-034-0-890	PCT2 DRAIN IMPRV PRJ-OTHER	.00	.00	.00	.00	.00	.00
0-1202-431-00-122-047-0-711	PCT2 MCCOLL OFFSITE DRNG-THOMAS RD-ROW	145,291.00	.00	145,291.00	145,291.00	.00	100.00
0-1203-431-00-123-004-0-890	PCT3 RD ADM-OTHER	.00	.00	.00	.00	.00	.00
0-1203-431-00-123-005-0-339	PCT3 P/U RD-OTHER PROF SRV	4,500.00	.00	4,500.00	4,500.00	.00	100.00
0-1203-431-00-123-005-0-711	PCT3 P/U RD-ROW	749.98	.00	749.98	749.98	.00	100.00
0-1203-431-00-123-005-0-890	PCT3 P/U RD-OTHER	.00	.00	.00	.00	.00	.00
0-1203-431-00-123-049-0-719	PCT3 DRAIN IMPRV PRJ-LAND	287,741.38	.00	.00	.00	287,741.38	.00
0-1203-431-00-123-049-0-890	PCT3 DRAIN IMPRV PRJ-OTHER	.00	.00	.00	.00	.00	.00
0-1204-431-00-124-005-0-890	PCT4 RD ADM-OTHER	.00	.00	.00	.00	.00	.00
0-1204-431-00-124-007-0-339	PCT4 P/U RD-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
0-1204-431-00-124-007-0-711	PCT4 P/U RD-ROW	900.00	.00	900.00	900.00	.00	100.00
0-1204-431-00-124-007-0-890	PCT4 P/U RD-OTHER	.00	.00	.00	.00	.00	.00
0-1204-431-00-124-036-0-890	PCT4 DRAIN IMPRV PRJ-OTHER	.00	.00	.00	.00	.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1204-431-00-124-401-0-711	PCT4 BCAP LAKEVIEW SUBVISION-ROW	28,000.00	.00	28,000.00	28,000.00	.00	100.00
0-1210-452-00-120-002-0-899	PARKS CO WIDE-CONTINGENCY	.00	.00	.00	.00	.00	.00
0-1211-452-00-121-013-0-339	PCT1 PARKS-OTHER PROF SRV	120.00	.00	120.00	120.00	.00	100.00
0-1211-452-00-121-013-0-890	PCT1 PARKS-OTHER	1,250.00	.00	1,250.00	1,250.00	.00	100.00
0-1212-452-00-122-008-0-339	PCT2 PARKS-OTHER PROF SRV	.00	.00	.00	.00	.00	.00
0-1212-452-00-122-008-0-711	PCT2 PARKS-ROW	.00	.00	.00	.00	.00	.00
0-1212-452-00-122-008-0-719	PCT2 PARKS-LAND	.00	.00	.00	.00	.00	.00
0-1212-452-00-122-008-0-890	PCT2 PARKS-OTHER	.00	.00	.00	.00	.00	.00
0-1213-452-00-123-008-0-890	PCT3 PARKS-OTHER	.00	.00	.00	.00	.00	.00
0-1222-412-00-080-006-0-339	DA BAD CK-OTHER PROF SRV	2,000.00	.00	1,320.00	1,320.00	680.00	66.00
0-1222-412-00-080-006-0-890	DA BAD CK-OTHER	1,000.00	.00	.00	.00	1,000.00	.00
0-1223-412-00-080-007-0-890	DA INVESTIGATION HB65-OTHER	17,837.00	.00	.00	.00	17,837.00	.00
0-1239-412-00-115-043-0-339	COURT REPORTER-OTHER PROF SRV	165,000.00	.00	.00	.00	165,000.00	.00
0-1243-412-00-023-002-0-890	PROBATE COURT-OTHER	.00	.00	.00	.00	.00	.00
0-1247-412-50-100-001-0-890	LAW LIBRARY-OTHER	1,000.00	.00	.00	.00	1,000.00	.00
0-1247-412-50-100-001-0-899	LAW LIBRARY-CONTINGENCY	500.00	.00	.00	.00	500.00	.00
0-1254-412-00-270-014-0-890	HIDTA US JUSTICE-OTHER	30,000.00	400.00	1,126.93	1,126.93	28,473.07	5.09
0-1283-414-00-130-018-0-339	2010 CHAPTER 19-OTHER PROF SRV	65,661.50	65,661.50	.00	.00	.00	100.00
0-1283-414-00-130-018-9-339	2009 CHAPTER 19-OTHER PROF SRV	284.99	284.99	.00	.00	.00	100.00
0-1286-423-00-330-051-0-890	SSHSI-OTHER	462.00	.00	.00	.00	462.00	.00
0-1286-423-00-330-051-1-890	SSHSI-OTHER	58,300.00	.00	.00	.00	58,300.00	.00
0-1287-452-00-110-071-0-899	NATIONAL RECREATIONAL-CONTINGENCY	11,569.70	.00	.00	.00	11,569.70	.00
0-1287-465-20-110-070-9-339	EDA-OTHER PROF SRV	700.00	.00	700.00	700.00	.00	100.00
0-1287-465-20-110-070-9-890	EDA-OTHER	27,305.00	.00	185.73	185.73	27,119.27	.68
0-1288-463-00-250-005-0-899	URBAN COUNTY-CONTINGENCY	.00	.00	11,474,711.53	11,474,711.53	-11,474,711.53	.00
0-1288-463-00-250-006-1-899	TXCDBG DISASTER RECOVERY-CONTINGENCY	.00	.00	16,899.15	16,899.15	-16,899.15	.00
0-1291-412-00-270-003-9-890	HIDTA TASK FORCE-OTHER	11,335.50	.00	3,800.00	3,800.00	7,535.50	33.52
0-1293-441-00-340-042-0-339	CPS/PHER-OTHER PROF SRV	5,000.00	.00	.00	.00	5,000.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1293-441-00-340-044-0-339	OGHA-BII-OTHER PROF SRV	3,000.00	.00	775.00	775.00	2,225.00	25.83
0-1294-423-00-330-050-0-339	TJPC-X-2010 - OTHER PROF SRV	17,346.00	.00	875.00	875.00	16,471.00	5.04
0-1294-423-00-330-050-1-339	TJPC-X-2011 - OTHER PROF SRV	17,630.00	.00	.00	.00	17,630.00	.00
0-1295-423-00-330-028-0-339	WESL B/C-OTHER PROF SRV	2,000.00	.00	1,395.00	1,395.00	605.00	69.75
0-1295-423-00-330-028-0-890	WESL B/C-OTHER	500.00	.00	.00	.00	500.00	.00
0-1297-423-00-320-002-0-333	BASIC SUPERVISION-LEGAL SERVICES	12,500.00	.00	4,499.00	4,499.00	8,001.00	35.99
0-1297-423-00-320-002-0-339	BASIC SUPERVISION-OTHER PROF SRV	51,565.00	.00	40,795.00	40,795.00	10,770.00	79.11
0-1297-423-00-320-002-1-333	BASIC SUPERVISION-LEGAL SERVICES	18,000.00	18,000.00	.00	.00	.00	100.00
0-1297-423-00-320-002-1-339	BASIC SUPERVISION-OTHER PROF SRV	15,120.00	5,850.00	150.00	150.00	9,120.00	39.68
0-1297-423-00-320-006-0-899	MENTALLY IMPAIRED-CONTINGENCIES	2.00	.00	.00	.00	2.00	.00
0-1297-423-00-320-008-0-899	COMM CORR-CONTINGENCIES	32,622.00	.00	.00	.00	32,622.00	.00
0-1297-423-00-320-008-1-899	COMM CORR-CONTINGENCIES	198.00	.00	.00	.00	198.00	.00
0-1297-423-00-320-015-0-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	2,000.00	.00	500.00	500.00	1,500.00	25.00
0-1297-423-00-320-015-1-339	SEX OFFENDER CASELOAD-OTHER PROF SRV	31,000.00	27,430.00	2,320.00	2,320.00	1,250.00	95.97
0-1297-423-00-320-020-0-339	SATF-OTHER PROF SRV	6,804.00	.00	5,799.00	5,799.00	1,005.00	85.23
0-1297-423-00-320-020-1-339	SATF-OTHER PROF SRV	5,500.00	1,746.00	.00	.00	3,754.00	31.75
0-1311-431-00-121-000-0-899	PCT.1 BCAP ROUND II-CONTINGENCY	18,714.23	.00	.00	.00	18,714.23	.00
0-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	.93	.00	.00	.00	.93	.00
0-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	2,909.42	.00	2,902.92	2,902.92	6.50	99.78
0-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	779.62	779.62	.00	.00	.00	100.00
0-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	100.33	.00	.00	.00	100.33	.00
0-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	270.16	.00	.00	.00	270.16	.00
0-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	360.35	.00	.00	.00	360.35	.00
0-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	1,437.46	1,131.70	305.76	305.76	.00	100.00
0-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	1,794.82	1,794.82	.00	.00	.00	100.00
0-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	9.75	.00	.00	.00	9.75	.00
0-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	445.39	.00	.00	.00	445.39	.00
0-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	1.29	.00	.00	.00	1.29	.00
0-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	1,302.54	1,302.54	.00	.00	.00	100.00
0-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	981.38	.00	.00	.00	981.38	.00
0-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	2,457.24	591.16	1,866.08	1,866.08	.00	100.00
0-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	10.46	.00	.00	.00	10.46	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	2,298.81	.00	.00	.00	2,298.81	.00
0-1311-431-00-122-000-0-899	PCT.2 BCAP ROUND II-CONTINGENCY	62,676.85	.00	.00	.00	62,676.85	.00
0-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	2,054.70	.00	.00	.00	2,054.70	.00
0-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	5,133.09	2,690.19	2,442.90	2,442.90	.00	100.00
0-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	871.38	.00	.00	.00	871.38	.00
0-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	11,596.49	.00	.00	.00	11,596.49	.00
0-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	306.00	.00	306.00	306.00	.00	100.00
0-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	2,000.00	1,284.91	.00	.00	715.09	64.25
0-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	361.59	.00	.00	.00	361.59	.00
0-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	1,054.86	32.39	.00	.00	1,022.47	3.07
0-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	2,000.00	1,219.79	.00	.00	780.21	60.99
0-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	3,061.25	.00	.00	.00	3,061.25	.00
0-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	60.00	.00	.00	.00	60.00	.00
0-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	317.37	.00	.00	.00	317.37	.00
0-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	2,000.30	2,000.30	.00	.00	.00	100.00
0-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
0-1311-431-00-123-000-0-899	PCT.3 BCAP ROUND II-CONTINGENCY	67,271.56	.00	.00	.00	67,271.56	.00
0-1311-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	4,683.16	4,683.16	.00	.00	.00	100.00
0-1311-431-00-123-015-0-339	ACOSTA S/D-OTHER PROF SRV	2,300.76	2,300.76	.00	.00	.00	100.00
0-1311-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROF SRV	9,510.92	9,510.92	.00	.00	.00	100.00
0-1311-431-00-123-152-1-339	CHULA VISTA ACRES-OTHER PROF SRV	845.96	845.96	.00	.00	.00	100.00
0-1311-431-00-123-247-0-339	EL PARAISO S/D-OTHER PROF SRV	6,009.10	6,009.10	.00	.00	.00	100.00
0-1311-431-00-123-250-0-339	EL SOL S/D #1-OTHER PROF SRV	652.70	.00	.00	.00	652.70	.00
0-1311-431-00-123-251-0-339	EL SOL S/D #2-OTHER PROF SRV	4,201.80	.00	.00	.00	4,201.80	.00
0-1311-431-00-123-267-1-339	EZEQUIEL ACEVEDO JR S/D#2-OTHER PROF SRV	1,690.02	1,690.02	.00	.00	.00	100.00
0-1311-431-00-123-312-0-339	HAVANA S/D-OTHER PROF SRV	2,354.34	2,354.34	.00	.00	.00	100.00
0-1311-431-00-123-322-1-339	HILDA S/D-OTHER PROF SRV	1,600.89	1,600.89	.00	.00	.00	100.00
0-1311-431-00-123-325-1-339	HILDA S/D #3-OTHER PROF SRV	1,127.82	1,127.82	.00	.00	.00	100.00
0-1311-431-00-123-384-1-339	LA HOMA RD N S/D-OTHER PROF SRV	6,057.58	6,057.58	.00	.00	.00	100.00
0-1311-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	1,672.18	1,672.18	.00	.00	.00	100.00
0-1311-431-00-123-427-1-339	LOS EBANOS S/D-OTHER PROF SRV	1,121.89	1,121.89	.00	.00	.00	100.00
0-1311-431-00-123-488-1-339	MUNOZ ESTATES-OTHER PROF SRV	3,684.04	3,684.04	.00	.00	.00	100.00
0-1311-431-00-123-498-1-339	NORTH CROSS ESTATES-OTHER PROF SRV	986.07	986.07	.00	.00	.00	100.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	384.17	.00	.00	.00	384.17	.00
0-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	438.64	.00	.00	.00	438.64	.00
0-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	748.85	.00	.00	.00	748.85	.00
0-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	744.68	.00	.00	.00	744.68	.00
0-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	138.90	.00	.00	.00	138.90	.00
0-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	6,133.62	.00	.00	.00	6,133.62	.00
0-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	622.29	.00	.00	.00	622.29	.00
0-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	11.60	.00	.00	.00	11.60	.00
0-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	1,516.73	.00	.00	.00	1,516.73	.00
0-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	1,413.21	.00	.00	.00	1,413.21	.00
0-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	606.02	.00	.00	.00	606.02	.00
0-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	512.68	.00	.00	.00	512.68	.00
0-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	4,918.40	.00	.00	.00	4,918.40	.00
0-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	397.60	.00	.00	.00	397.60	.00
0-1312-431-00-121-063-0-339	BALLI ESTATES-OTHER PROF SRV	12,697.87	12,697.87	.00	.00	.00	100.00
0-1312-431-00-121-063-0-899	BALLI ESTATES-CONTINGENCY	67,370.89	.00	.00	.00	67,370.89	.00
0-1312-431-00-121-120-0-339	BRENDA GAY-OTHER PROFESSIONAL SERV	2,397.44	2,397.44	.00	.00	.00	100.00
0-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	1,920.62	.00	1,895.54	1,895.54	25.08	98.69
0-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	3,734.67	.00	3,734.67	3,734.67	.00	100.00
0-1312-431-00-121-181-0-339	COLONIA SAENZ-OTHER PROFESSIONAL SERVICE	1,370.14	1,370.14	.00	.00	.00	100.00
0-1312-431-00-121-181-0-899	COLONIA SAENZ-CONTINGENCY	10,011.33	.00	.00	.00	10,011.33	.00
0-1312-431-00-121-185-0-339	COLONIA WHALEN ROAD-OTHER PROF SRV	2,775.63	2,775.63	.00	.00	.00	100.00
0-1312-431-00-121-185-0-899	COLONIA WHALEN ROAD-CONTINGENCY	16,278.64	.00	.00	.00	16,278.64	.00
0-1312-431-00-121-215-0-339	DE ANDA SUBDIVISION-OTHER PROF SRV	1,235.07	1,235.07	.00	.00	.00	100.00
0-1312-431-00-121-215-0-899	DE ANDA SUBDIVISION-CONTINGENCY	8,053.85	.00	.00	.00	8,053.85	.00
0-1312-431-00-121-220-1-339	DELTA WEST SUBDIVISION-OTHER PROF SRV	8,152.53	8,152.53	.00	.00	.00	100.00
0-1312-431-00-121-220-1-899	DELTA WEST SUBDIVISION-CONTINGENCY	46,102.68	.00	.00	.00	46,102.68	.00
0-1312-431-00-121-228-1-339	DIAZ SUBDIVISION-OTHER PROF SRV	1,324.25	1,324.25	.00	.00	.00	100.00
0-1312-431-00-121-232-0-339	COLONIA BOYCE-OTHER PROFESSIONAL SERVICE	3,213.74	608.85	2,604.89	2,604.89	.00	100.00
0-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	3,648.38	.00	3,648.38	3,648.38	.00	100.00
0-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTINGENCY	14,993.73	.00	.00	.00	14,993.73	.00
0-1312-431-00-121-362-0-339	L & P-OTHER PROFESSIONAL SERVICES	445.04	.00	.00	.00	445.04	.00
0-1312-431-00-121-362-0-899	L & P-CONTINGENCY	6,418.00	.00	.00	.00	6,418.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1312-431-00-121-387-0-339	LA MESA SUBDIVISION-OTHER PROF SRV	4,675.99	4,675.99	.00	.00	.00	100.00
0-1312-431-00-121-387-0-899	LA MESA SUBDIVISION-CONTINGENCY	28,417.58	.00	.00	.00	28,417.58	.00
0-1312-431-00-121-423-0-339	LOS CASTILLOS ESTATES-OTHER PROFESSL SRV	1,590.88	76.89	1,513.99	1,513.99	.00	100.00
0-1312-431-00-121-423-0-899	LOS CASTILLOS ESTATES-CONTINGENCY	12,908.00	.00	.00	.00	12,908.00	.00
0-1312-431-00-121-461-0-339	MID-VALLEY ESTATES-OTHER PROF SRV	4,822.99	4,822.99	.00	.00	.00	100.00
0-1312-431-00-121-461-0-899	MID-VALLEY ESTATES-CONTINGENCY	30,011.80	.00	.00	.00	30,011.80	.00
0-1312-431-00-121-687-0-339	SO. PALM GARDENS EST.#1-OTHER PROF SRV	1,241.34	252.75	988.59	988.59	.00	100.00
0-1312-431-00-121-687-0-899	SO. PALM GARDENS EST.#1-CONTINGENCY	7,086.23	.00	.00	.00	7,086.23	.00
0-1312-431-00-121-688-0-339	SO. PALM GARDENS EST.#2-OTHER PROF SRV	982.62	982.62	.00	.00	.00	100.00
0-1312-431-00-121-688-0-899	SO. PALM GARDENS EST.#2-CONTINGENCY	5,799.22	.00	.00	.00	5,799.22	.00
0-1312-431-00-121-779-0-339	VALLEY VIEW ESTATES-OTHER PROFESSNL SRV	3,107.70	3,107.70	.00	.00	.00	100.00
0-1312-431-00-121-779-0-899	VALLEY VIEW ESTATES-CONTINGENCY	22,946.20	.00	.00	.00	22,946.20	.00
0-1312-431-00-121-790-0-339	VILLAGE GROVE #2-OTHER PROF SRV	720.88	720.88	.00	.00	.00	100.00
0-1312-431-00-121-790-0-899	VILLAGE GROVE #2-CONTINGENCY	4,738.32	.00	.00	.00	4,738.32	.00
0-1312-431-00-121-804-0-339	WES-MER SUBDIVISION-OTHER PROF SRV	1,979.69	1,979.69	.00	.00	.00	100.00
0-1312-431-00-121-804-0-899	WES-MER SUBDIVISION-CONTINGENCY	11,190.98	.00	.00	.00	11,190.98	.00
0-1312-431-00-121-855-0-339	ASH COUNTY-OTHER PROF SRV	2,915.79	2,915.79	.00	.00	.00	100.00
0-1312-431-00-121-855-0-899	ASH COUNTY-CONTINGENCY	17,201.35	.00	.00	.00	17,201.35	.00
0-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	7,624.57	7,624.57	.00	.00	.00	100.00
0-1312-431-00-121-860-0-899	CHAPA #2-CONTINGENCY	22,373.39	.00	.00	.00	22,373.39	.00
0-1312-431-00-121-895-0-339	MARY ANN-OTHER PROFESSIONAL SERVICES	5,827.62	3,940.69	1,886.93	1,886.93	.00	100.00
0-1312-431-00-121-895-0-899	MARY ANN-CONTINGENCY	31,422.87	.00	.00	.00	31,422.87	.00
0-1312-431-00-121-896-0-339	MCKEE #1-OTHER PROF SRV	2,726.49	2,726.49	.00	.00	.00	100.00
0-1312-431-00-121-932-0-899	INDIAN HILLS EAST-CONTINGENCY	12,722.55	.00	.00	.00	12,722.55	.00
0-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	13,179.86	.00	.00	.00	13,179.86	.00
0-1312-431-00-122-154-0-899	CITRIANA VILLAGE SUBD-CONTINGENCY	1,466.82	.00	.00	.00	1,466.82	.00
0-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	5,340.09	1,111.34	4,228.75	4,228.75	.00	100.00
0-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
0-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
0-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	6,578.71	5,676.71	902.00	902.00	.00	100.00
0-1312-431-00-122-465-1-339	MILLER RESUB LOT A SUBD -OTHER PROF SRVS	4,022.87	4,022.87	.00	.00	.00	100.00
0-1312-431-00-122-465-1-899	MILLER RESUB LOT A SUBD-CONTINGENCY	1,755.91	.00	.00	.00	1,755.91	.00
0-1312-431-00-122-596-0-339	RANCHO ESCONDIDO SUBD-OTHER PROF SRVS	13,245.15	13,245.15	.00	.00	.00	100.00
0-1312-431-00-122-596-0-899	RANCHO ESCONDIDO SUBD-CONTINGENCY	8,134.21	.00	.00	.00	8,134.21	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1312-431-00-122-890-0-339	LOS ENCINOS #1 SUBD-OTHER PROF SRVS	545.69	545.08	.00	.00	.61	99.89
0-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	5,512.11	3,349.61	2,146.30	2,146.30	16.20	99.71
0-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	10,545.44	10,545.44	.00	.00	.00	100.00
0-1312-431-00-122-900-0-899	MORNINGSIDE SOUTH SUBD-CONTINGENCY	6,498.97	.00	.00	.00	6,498.97	.00
0-1312-431-00-122-937-0-339	ALDAMAS SUBD 1 & 2-OTHER PROF SERVICE	15,120.44	14,045.27	1,073.35	1,073.35	1.82	99.99
0-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	882.86	257.86	625.00	625.00	.00	100.00
0-1312-431-00-123-055-0-339	ARIEL HINOJOSA SUBD-OTHER PROF SRVS	3,754.24	3,754.24	.00	.00	.00	100.00
0-1312-431-00-123-055-0-899	ARIEL HINOJOSA SUBD-CONTINGENCY	6,251.32	.00	.00	.00	6,251.32	.00
0-1312-431-00-123-079-0-339	BASHAM #14-OTHER PROFESSIONAL SRVS	6,232.07	6,232.07	.00	.00	.00	100.00
0-1312-431-00-123-079-0-899	BASHAM #14-CONTINGENCY	11,712.69	.00	.00	.00	11,712.69	.00
0-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	3,675.71	1,515.15	1,333.23	1,333.23	827.33	77.49
0-1312-431-00-123-082-0-899	BASHAM #18-CONTINGENCY	7,268.97	.00	.00	.00	7,268.97	.00
0-1312-431-00-123-111-0-899	BLUE STAR ENTERPRISE #2-CONTINGENCY	2,792.00	.00	.00	.00	2,792.00	.00
0-1312-431-00-123-141-0-339	CASA DE LOS VECINOS-OTHER PROFSNL SRV	14,412.69	14,412.69	.00	.00	.00	100.00
0-1312-431-00-123-141-0-899	CASA DE LOS VECINOS-CONTINGENCY	40,471.05	.00	.00	.00	40,471.05	.00
0-1312-431-00-123-234-0-339	DUDE HILL #1-OTHER PROFESSIONAL SERVICES	2,117.89	2,117.89	.00	.00	.00	100.00
0-1312-431-00-123-234-0-899	DUDE HILL #1-CONTINGENCY	4,129.63	.00	.00	.00	4,129.63	.00
0-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	4,608.21	405.80	3,102.26	3,102.26	1,100.15	76.13
0-1312-431-00-123-324-0-899	HILDA SUBDIVISION #2-CONTINGENCY	8,753.40	.00	.00	.00	8,753.40	.00
0-1312-431-00-123-380-0-339	LA HOMA GROVE ESTATES-OTHER PROFESNL SRV	983.62	983.62	.00	.00	.00	100.00
0-1312-431-00-123-397-0-339	LA SUENA SUBDIVISION-OTHER PROFESSNL SRV	9,251.93	9,251.93	.00	.00	.00	100.00
0-1312-431-00-123-397-0-899	LA SUENA SUBDIVISION-CONTINGENCY	18,859.67	.00	.00	.00	18,859.67	.00
0-1312-431-00-123-421-0-339	LOMA LINDA HEIGHTS-OTHER PROFSNL SRV	17,351.90	17,351.90	.00	.00	.00	100.00
0-1312-431-00-123-421-0-899	LOMA LINDA HEIGHTS-CONTINGENCY	49,055.44	.00	.00	.00	49,055.44	.00
0-1312-431-00-123-470-1-899	MONICA ACRES-CONTINGENCY	4,197.08	.00	.00	.00	4,197.08	.00
0-1312-431-00-123-536-0-339	PALM LAKE ESTATES #1-OTHER PROFESSNL SRV	23,543.68	23,543.68	.00	.00	.00	100.00
0-1312-431-00-123-536-0-899	PALM LAKE ESTATES #1-CONTINGENCY	51,543.35	.00	.00	.00	51,543.35	.00
0-1312-431-00-123-591-0-339	RAMON LEAL SUBDIVISION-OTHER PROFSNL SRV	415.57	.00	278.76	278.76	136.81	67.08
0-1312-431-00-123-780-1-339	VEREDA TROPICAL-OTHER PROFESSIONAL SRV	3,727.84	3,727.84	.00	.00	.00	100.00
0-1312-431-00-123-780-1-899	VEREDA TROPICAL-CONTINGENCY	6,271.66	.00	.00	.00	6,271.66	.00
0-1312-431-00-124-274-0-339	FOSTER SUBDIVISION-OTHER PROF SERVICES	3,888.78	3,888.78	.00	.00	.00	100.00
0-1312-431-00-124-274-0-899	FOSTER SUBDIVISION-CONTINGENCY	14,600.00	.00	.00	.00	14,600.00	.00
0-1312-431-00-124-300-0-339	HACIENDA DE LOS VEGAS-OTHER PROF SERVICE	3,175.69	3,175.69	.00	.00	.00	100.00
0-1312-431-00-124-300-0-899	HACIENDA DE LOS VEGAS-CONTINGENCY	3,700.94	.00	.00	.00	3,700.94	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1312-431-00-124-329-0-339	HOEN DRIVE SUBD-OTHER PROFESSIONAL SRVS	15,995.79	15,995.79	.00	.00	.00	100.00
0-1312-431-00-124-329-0-899	HOEN DRIVE SUBD-CONTINGENCY	76,736.50	.00	.00	.00	76,736.50	.00
0-1312-431-00-124-401-0-339	LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	13,209.00	13,209.00	.00	.00	.00	100.00
0-1312-431-00-124-401-0-899	LAKEVIEW SUBDIVISION-CONTINGENCY	20,700.00	.00	.00	.00	20,700.00	.00
0-1312-431-00-124-406-0-339	LAS BRISAS-OTHER PROFESSIONAL SERVICES	6,212.50	6,212.50	.00	.00	.00	100.00
0-1312-431-00-124-657-0-339	SEMINARY VILLAGE SUBD-OTHER PROF SRVS	5,999.00	5,999.00	.00	.00	.00	100.00
0-1312-431-00-124-752-0-339	TRENTON TERRACE-OTHER PROF SERVICES	9,654.40	9,654.40	.00	.00	.00	100.00
0-1312-431-00-124-752-0-899	TRENTON TERRACE-CONTINGENCY	7,500.00	.00	.00	.00	7,500.00	.00
0-1312-431-00-124-844-0-339	COL ESPERANZA #2-OTHER PROF SERVICES	2,667.63	2,667.63	.00	.00	.00	100.00
0-1312-431-00-124-882-0-339	LA FLOR ESTATES-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00	100.00
0-1312-431-00-124-882-0-899	LA FLOR ESTATES-CONTINGENCY	2,711.33	.00	.00	.00	2,711.33	.00
0-1312-431-00-124-883-0-339	LA FLOR GARDENS-OTHER PROF SERVICES	2,606.84	2,606.84	.00	.00	.00	100.00
0-1312-431-00-124-883-0-899	LA FLOR GARDENS-CONTINGENCY	2,711.33	.00	.00	.00	2,711.33	.00
0-1312-431-00-124-886-0-339	LABORSITA-OTHER PROF SERVICES	4,201.84	1,701.84	.00	.00	2,500.00	40.50
0-1315-431-00-121-023-0-711	TXDOT-MILE 2 WEST(MILE12-SH107)-ROW	800.00	800.00	.00	.00	.00	100.00
0-1315-431-00-121-039-0-711	TXDOT-MILE 6 WEST(US83-SH107)-ROW	54,450.00	54,450.00	.00	.00	.00	100.00
0-1315-431-00-121-040-0-711	TXDOT-MILE 2 WEST(MILE12-US83)-ROW	166,565.52	9,750.00	9,572.74	9,572.74	147,242.78	11.60
0-1315-431-00-122-016-0-711	TXDOT-"I" ROAD-ROW	176,945.30	9,296.70	420.00	420.00	167,228.60	5.49
0-1315-431-00-122-028-0-711	TXDOT-S. MCCOLL ROAD-ROW	68,663.59	.00	.00	.00	68,663.59	.00
0-1315-431-00-123-044-0-711	TXDOT-FM676-ROW	755.00	.00	.00	.00	755.00	.00
0-1315-431-00-124-023-0-711	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROW	48,718.66	2,350.00	46,368.66	46,368.66	.00	100.00
0-1315-431-30-121-032-0-711	TXDOT-CR684-ROW	2,096.05	.00	.00	.00	2,096.05	.00
0-1315-431-30-122-023-0-711	TXDOT-CR790-ROW	4,247.00	1,050.00	.00	.00	3,197.00	24.72
0-1315-431-50-121-036-0-711	TXDOT-FM88 DRAINAGE-ROW	24,040.00	3,000.00	.00	.00	21,040.00	12.48
0-1315-431-50-122-029-0-711	TXDOT-FM 907 OUTFALL CHANNEL-ROW	262,022.00	.00	.00	.00	262,022.00	.00
0-1315-431-50-123-033-0-711	TXDOT-BUS83 PH1 OUTFALL CHANNEL-ROW	105,829.60	.00	104,929.47	104,929.47	900.13	99.15
0-1334-431-00-122-021-0-719	CO,2004-PCT2-LAND	10,600.00	10,600.00	.00	.00	.00	100.00
0-1336-419-40-220-028-0-719	CO,2006-CRTHSE ADDL PRK-LAND	1,515.00	1,515.00	.00	.00	.00	100.00
0-1336-431-00-123-045-0-711	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROW	101,016.16	2,000.00	99,016.16	99,016.16	.00	100.00
0-1336-431-00-123-080-0-711	CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROW	188,031.82	350.00	187,408.52	187,408.52	273.30	99.85
0-1336-431-00-124-030-0-711	CO,2006-PCT4 10TH ST(SH107-FM1925)-ROW	41,485.05	35,460.00	5,595.12	5,595.12	429.93	98.96

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-1339-431-00-121-057-0-719	CO2009-PCT1 POND(M21N & M5½W)-LAND	100.00	.00	.00	.00	100.00	.00
0-1339-431-00-122-038-0-711	CO2009-PCT2 LJ DRAIN(S OF OWASSA)-ROW	364,643.89	10,500.00	329,907.94	329,907.94	24,235.95	93.35
0-1339-431-00-122-039-0-711	CO2009-PCT2 CESAR CHVZ(1M E TOWER)-ROW	206,764.75	15,125.00	177,602.00	177,602.00	14,037.75	93.21
0-1339-431-00-122-040-0-711	CO2009-PCT2 SOUTHFORK ESTATES-ROW	164,200.00	57,900.00	106,131.49	106,131.49	168.51	99.90
0-1339-431-00-122-045-0-719	CO2009-PCT2 LJ POND-LAND	71,758.70	4,300.00	22,964.03	22,964.03	44,494.67	37.99
0-1339-431-00-123-045-0-711	CO2009-PCT3 LA HOMA(SH495-FM1924)-ROW	355,228.40	.00	355,228.40	355,228.40	.00	100.00
0-1339-431-00-123-049-0-890	CO2009-PCT3 DRAIN IMPRV-OTHER	400.42	.00	.00	.00	400.42	.00
0-1339-431-00-124-036-0-890	CO2009-PCT4 DRAIN IMPRV-OTHER	617.63	.00	.00	.00	617.63	.00
0-1339-431-00-124-040-0-711	CO2009-PCT4 ALAMO ACRES-ROW	11.21	.00	.00	.00	11.21	.00
0-1339-431-00-124-048-0-719	CO2009-PCT4 DICKERSON POND-LAND	3,750.00	.00	3,750.00	3,750.00	.00	100.00
0-1339-431-00-124-054-0-711	CO2009-PCT4 ALAMO BRISAS-ROW	1,250.00	.00	.00	.00	1,250.00	.00
0-1339-431-00-124-074-0-711	CO2009-PCT4 FAYSVILLE PUMP-ROW	15,275.54	.00	15,275.54	15,275.54	.00	100.00
0-1341-431-50-115-078-0-711	CO2009B&C-RAYMONDVILLE-ROW	250,000.00	.00	.00	.00	250,000.00	.00
0-1341-431-50-115-078-0-719	CO2009B&C-RAYMONDVILLE-LAND	4,500.00	.00	.00	.00	4,500.00	.00
0-1341-431-50-115-079-0-711	CO2009B&C-J-09 PROJECT-ROW	350,000.00	216,875.00	25,625.00	25,625.00	107,500.00	69.29
0-1341-431-50-115-079-0-890	CO2009B&C-J-09 PROJECT-OTHER	550,600.00	.00	.00	.00	550,600.00	.00
0-1342-431-00-121-085-0-711	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROW	17,500.00	10,500.00	7,000.00	7,000.00	.00	100.00
0-1342-431-00-122-053-0-719	CO2010A&B-PCT2 COMPOUND-LAND	604,430.90	.00	.00	.00	604,430.90	.00
0-1342-431-00-122-058-0-711	CO2010A&B-PCT2 MINNESOTA DRAIN-ROW	280,000.00	.00	.00	.00	280,000.00	.00
0-1342-431-00-123-045-0-711	CO2010A&B-PCT3 LA HOMA(SH495-FM1924)-ROW	600,000.00	.00	.00	.00	600,000.00	.00
0-1342-431-00-123-091-0-719	CO2010A&B-PCT3 DRAIN EQUIP YARD-LAND	288,741.38	.00	288,741.38	288,741.38	.00	100.00
0-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	1,767,149.43	.00	.00	.00	1,767,149.43	.00
0-1342-431-00-124-041-0-711	CO2010A&B-PCT4 DAMIAN ACRES-ROW	1,075.00	1,075.00	.00	.00	.00	100.00
0-1342-431-00-124-048-0-719	CO2010A&B-PCT4 DICKERSON POND-LAND	1,400,350.00	350.00	1,400,000.00	1,400,000.00	.00	100.00
0-1342-431-00-124-054-0-711	CO2010A&B-PCT4 ALAMO BRISAS-ROW	1,250.00	1,250.00	.00	.00	.00	100.00
0-1342-431-00-124-072-0-711	CO2010A&B-PCT4 TRENTON DRAIN-ROW	22,500.00	22,500.00	.00	.00	.00	100.00
0-1342-432-00-123-090-0-719	CO2010A&B-PCT3 M7N&TOMGILLCOLL SITE-LAND	65,000.00	.00	63,114.13	63,114.13	1,885.87	97.10
0-1342-452-00-122-054-0-719	CO2010A&B-PCT2 L.J. PARK-LAND	175,000.00	.00	.00	.00	175,000.00	.00
0-2201-415-00-115-009-0-339	DBM-HEALTH INS ADM-OTHER PROF SRV	72,000.00	.00	37,500.00	37,500.00	34,500.00	52.08
0-2202-419-50-115-060-0-333	HIDALGO CO W/C-LEGAL SERVICES	60,000.00	.00	50,275.47	50,275.47	9,724.53	83.79
0-2202-419-50-115-061-0-333	DD 1 W/C-LEGAL SERVICES	1,700.00	.00	914.15	914.15	785.85	53.77

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
0-2202-419-50-115-062-0-333	CSA W/C-LEGAL SERVICES	10,700.00	.00	.00	.00	10,700.00	.00
0-2202-419-50-115-063-0-333	HEADSTART W/C-LEGAL SERVICES	11,000.00	.00	10,339.35	10,339.35	660.65	93.99
0-2202-419-50-115-065-0-339	DBM-W/C DIV-OTHER PROF SRV	85,000.00	.00	.00	.00	85,000.00	.00

AI-23559 **27.A.8.**

Requesting approval to declare as surplus for Auction Scheduled 11-20-10
CC REGULAR

Date:	10/26/2010
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Requesting approval to declare as surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 11-20-2010 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.
$75.25 available funds as of 10-22-10 in advertising cost.

Attachments

Link: Auction List for 11-20-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 11:32 AM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:03 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/22/2010 02:43 PM	APRV
4	Auditor's Office	Linda Fong	10/22/2010 02:49 PM	APRV

Form Started By: Lisa Vela Started On: 10/20/2010 08:49 AM

Final Approval Date: 10/22/2010

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
000684	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
000685	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
000686	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
000687	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
000827	Table - Gray
001405	Shelf - Gray Qty 2
001570	Desk - Grey
001588	Drawer - Index Card
001621	Table - Small
001621	Chair - Stackable (Red)
008801	Chair - Metal Folding
011154	Chair - Waiting Burgundy w/armrest
011158	Chair - Waiting (Rose)
011160	Sofa - Burgundy (3 Cushion)
11486	Credenza - Shelf
011628	Cabinet - 3 drawer legal (Taupe - located outside the warehouse)
011772	Table - Folding (Gray top)
012097	Chair - Metal Folding
012157	Chair - Metal Folding
012261	Chair - Metal Folding
012379	Compressor - Speedaire (11079)
012425	Chair - Metal Folding
012445	Chair - Metal Folding
012482	Chair - Metal Folding
012537	Chair - Metal Folding
012556	Chair - Metal Folding
012991	Cabinet - 5 drawer legal (Taupe - located outside the warehouse)
014905	Cabinet - Cole Steel 4 drawer legal (Gray - located outside the warehouse)
015134	Refrigerator - Avanti Compact 1.8 Cubic Ft (AD90-128)
015261	Cabinet - Hon 5 drawer legal (Gray- located outside the warehouse)
017890	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018378	Chair - Waiting w/arm rest (Burgundy)
018754	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018755	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018756	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018758	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018762	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018774	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018778	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
018789	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018791	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
018795	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
19792	Cabinet - Hon 4 drawer letter (Beige - Located outside the warehouse) Cameron Co. Tag
020447	Shelf - Book
020458	Typewriter - IBM
020521	Cabinet - Hon 4 drawer letter (Black)
021017	Printer - Epson 24 Dot Matrix Action L-100 (AD70-169)
021363	Cabinet - Hon 4 drawer letter (Tan - Located outside the warehouse) WIC Tag #W-00163
021364	Cabinet - Hon 4 drawer letter (Beige - located outside the warehouse) WiC Tag #W-00143
021736	Fax - Xerox
021926	Cabinet - Hon 4 Drawer Letter (Brown)
023119	Printer - HP LaserJet III (AES 34496)
023422	Camera - Polaroid
023600	Eel - Electric w/Cable
024529	Stand - Printer (Beige) (WIC W00023)
024530	Stand - Printer (Beige) (WIC W00028)
024691	Chair - Secretarial Rolling w/armrest (Burgundy)
024692	Chair - Secretarial Rolling No arm rest (Burgundy)
024806	Cabinet - Hon 4 drawer letter (Beige - Located outside the warehouse) WIC Tag #W-00159
024823	Chair - Secretarial Rolling no arm rest (Burgundy)
024846	Cash Register - Sharp ER 2386
025168	Desk - Marvel Gray
025197	Cabinet - Hon 4 drawer letter (Beige - Located outside the warehouse) WIC Tag #W-00011
025200	Cabinet - Hon 4 drawer letter (Beige - Located outside the warehouse) WIC Tag #W-00200
025203	Cabinet - Hon 4 drawer letter (Beige - Located outside the warehouse) WIC Tag #W-00199
025216	Chair - Secretarial Rolling No arm rest (Teal)
025219	Chair - Secretarial Rolling No arm rest (Teal)
025221	Chair - Secretarial Rolling No arm rest (Teal)
025222	Chair - Secretarial Rolling No arm rest (Teal)
025223	Chair - Secretarial Rolling No arm rest (Teal)
025224	Chair - Secretarial Rolling No arm rest (Teal)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
025229	Chair - Secretarial Rolling No arm rest (Burgundy)
025231	Chair - Secretarial Rolling No arm rest (Burgundy)
025292	Television - Emerson
025298	Television - Emerson VCR Combo
025302	Chair - Secretarial Rolling No arm rest (Teal)
025314	Table - Gray
025316	Chair - Secretarial Rolling No arm rest (Teal)
025320	Chair - Secretarial Rolling No arm rest (Teal)
025358	Chair - Secretarial Rolling no arm rest (Teal)
025366	Chair - Secretarial Rolling No arm rest (Burgundy)
025376	Chair - Secretarial Rolling No arm rest (Red)
025488	Cabinet - Book 2 Drawer
025850	Corner Desk
025873	Chair - Secretarial Rolling No arm rest (Teal)
025883	Chair - Secretarial Rolling No arm rest (Teal)
025885	Chair - Secretarial Rolling No arm rest (Teal)
025886	Chair - Secretarial Rolling No arm rest (Teal)
025892	Chair - Secretarial Rolling No arm rest (Maroon)
026098	Table - Typing Folding (Tiffany)
026258	Chair - Secretarial Rolling no arm rest (Teal)
026263	Desk - Metal (White)
026426	Refrigerator - Westinghouse (White)
026524	Chair - Secretarial Rolling No arm rest (Teal)
026696	Desk - Gray
026885	Desk - Sec White
027170	Chair - Secretarial Rolling No arm rest (Teal)
027315	Sterilizer - Pelton & Crane
027404	Typewriter - IBM
027430	Freezer - Servolift (Stainless Steel)
027796	Vectec Model HP-910
027848	Computer - Clone Tower (5 1/2 Floppy Drive & 3 1/4 Disk Drive)
027896	Computer - Clone Tower (Beige)
027898	Printer - HP LaserJet 4P (Weslaco ISD #53777)
027904	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027937	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027938	Computer - Dell Optiplex GNX1 Tower
027942	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027944	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027945	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
027946	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027947	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027948	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027960	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027961	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027962	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027963	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027964	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027966	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
027967	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
028051	Cabinet - Hon 4 drawer letter (Gray)
028103	Chair - Secretarial Rolling No arm rest (Burgundy)
028104	Chair - Secretarial Rolling No arm rest (Burgundy)
028106	Chair - Secretarial Rolling No arm rest (Burgundy)
028108	Chair - Secretarial Rolling No arm rest (Burgundy)
028110	Chair - Secretarial Rolling No arm rest (Burgundy)
028111	Chair - Secretarial Rolling No arm rest (Burgundy)
028115	Chair - Secretarial Rolling No arm rest (Burgundy)
028125	Chair - Secretarial Rolling No arm rest (Maroon)
028137	Chair - Secretarial Rolling No arm rest (Teal) (Dept #H1593)
028138	Chair - Secretarial Rolling No arm rest (Teal)
028139	Chair - Secretarial Rolling No arm rest (Teal)
028141	Chair - Secretarial Rolling No arm rest (Teal)
028142	Chair - Secretarial Rolling No arm rest (Teal)
028145	Chair - Secretarial Rolling No arm rest (Teal)
028146	Chair - Secretarial Rolling No arm rest (Teal)
028150	Chair - Secretarial Rolling No arm rest (Teal)
028151	Chair - Secretarial Rolling No arm rest (Teal)
028153	Chair - Secretarial Rolling No arm rest (Teal)
028156	Chair - Secretarial Rolling No arm rest (Teal)
028157	Chair - Secretarial Rolling No arm rest (Teal)
028197	Desk - Long (Gray)
028575	Phone - AT&T MLS -34D
028576	Phone - AT&T
028578	Phone - AT&T MLS -34D
028585	Phone - AT&T
028587	Phone - AT&T
028652	Microphone - CSI Wireless
028715	Cabinet - Hon 4 drawer letter (Beige)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
028725	Cabinet - Hon 4 drawer letter (Gray)
029146	Printer - HP DeskJet 320
029739	Computer - Gateway 2000
029747	Cooler - Water
029813	Computer - MRC 486
029832	Desk - Gray
030196	Desk - Executive (Wooden)
030472	Cabinet - Hon 2 door (Beige)
031430	Cooler - True
031489	Cooler - True
031611	Cooler - True
032074	Copier - Panasonic
032214	Desk - Gray WIC
032874	Desk - Gray
033032	Printer - HP LaserJet 1100
033156	Paint Sprayer - Titan 440HP
033338	Phone - Norstar
033478	Computer - Dell PowerEdge 2300
033637	TV - Panasonic
033729	Sofa - Wooden (Brown w/green cushions)
033769	Sterilizer - Pelton & Crane
033790	Computer - Dell Optiplex GX110
034048	Chair - Secretarial Rolling w/arm rest (Burgundy)
034053	Scanner - Barcode Symbol
034081	Desk - Metal (White)
034358	Printer - Canon PC 980
034627	Printer - HP LaserJet 2100
034962	Switch - Digiports 8 EM
036327	Computer - Clone (52X Max)
036328	Computer - Dell Optiplex GN+ Tower
036511	Computer - Dell Optiplex GX110
036512	Computer - Dell Optiplex GX110
036515	Computer - Dell Optiplex GX110
036517	Computer - Dell Optiplex GX110
036517	Computer - Clone 52X Max
036518	Computer - Dell Optiplex GX110
036621	Computer - Dell Optiplex GX110
036715	Computer - Dell GX 400
036718	Computer - Dell GX 400

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
036743	Fax - Brother Intellifax 2600
037336	Computer - Dell GX 150
037426	Computer - Compaq Tower (AES 47112)
037427	Computer - Compaq
037429	Computer - Compaq Tower (AES 47110)
037430	Computer - Compaq
037431	Projector - Sanyo Pro-X
037827	Computer - IBM
037828	Monitor - LCD
038132	Mower - John Deere 6.75 HP OHL
038270	Computer - Gateway Tower (AES 47123)
038271	Computer - Gateway (AES 47124)
038272	Computer - Gateway Tower (AES 47125)
038331	Pressure Washer - Craftsman
039684	Computer - Clone (Black)
039687	Monitor - Impressions
040533	Computer - Dell GX 60
040716	Chair
040719	Dental X-Ray Processor Gendex GXP Model #110-0096G1
040948	Laptop - Eureka
041130	Laptop - Gateway (AES47152 : C28)
041319	Typewriter - IBM
041933	Printer - Kyocera
42238	Printer - HP PSC 2510
042801	Monitor - Acer Flat Screen
44516	Printer - HP Color
044556	Computer - Acer
047599	Laptop - Compaq
049397	Shredder - Fellowes
84934	Box - Wooden (Sealed)
1528424	Safe - Mosler 5 drawer (Beige)
-	Adj Monitor Extension Arm
-	Copy Machine - Sharp MX 4501N
#13	Box - Money (Gray)
0011XX	Cabinet - Art Metal 3 drawer legal (Gray - located outside the warehouse)
040716A	Lamp Model No. 152-001
040716B	Lamp - Magnifier Model LM 729
123-003	Fan - Dayton Oscillating
123-004	Fan - Dayton Oscillating

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
123-005	Lawnmower - Toro 22" Selfpropelled
123-006	Sink - Stainless Steel w/Fixture
123-007	Cart - Rolling for Metal Chairs
123-008	Cart - Rolling for Metal Chairs
123-009	Chairs - Metal Folding (Qty 23)
123-010	Table - 8Ft Wood (Qty 8)
123-011	Table - 8Ft Plastic (Qty 4)
123-012	Printer - HP OfficeJet Pro L7680
1601-0015	Box - Keyboards
1601-002	Shredder - Staples
1601-003	Shredder
1601-004	Box - Misc Electronic Cards
1601-0045	Monitor - Dell White
1601-005	Shelve - Book (Brown)
1601-006	Chair - Secretarial Rolling No arm rest (Burgundy)
1601-009	Chair - Managerial (Blue)
1601-010	Monitor - Acer
1601-011	Chair - Waiting (Green w/brown wood)
1601-10001	Box (Black) - Radio Answer Handle
1601-100016	Phone - HAASTRA
1601-10002	Trash Can - White
1601-10003	Monitor - LG (Black)
1601-10005	Monitor - Amptron (Black)
1601-10006	Tools - Misc (Sweetlix)
1601-10007	Tools - Misc (Plastic Box)
1601-10008	Tools - Milwaukee Cut off Mach
1601-10009	Tank - LP Gas
1601-10010	Shredder - Fellowes
1601-10011	Radio - Turntable Magnavox w/2 speakers
1601-10012	Keyboard
1601-10012	Box - Misc Computer Cables, Keyboard (Qty 1), Monitor Stands (Qty 3)
1601-10013	Monitor - Dell (Black)
1601-10013A	Box - Paper Trays, Cables, Equip.
1601-10014	Attachment - for Printer (Qty 4 - in a box)
1601-10014	Sharpener - Boston (Pencil - in a box)
1601-10014	Paper - Fax (in a box)
1601-10014	Dispenser - Spray (Room deodorizer - in a box)
1601-10014A	Monitor - Seva
1601-10015	Calculator - Sharp Compet QS2760A (in a box)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
1601-10015	Key boards - Qty 8 (In a box)
1601-10015	Shredder - GBC (In a box)
1601-10015	Shredder - Fellowes Power Shred PS 55(In a box)
1601-10015	Shredder - Fellowes Power Shred PS 55(In a box)
1601-10015	Mouse - Dell (Qty 3 in a box)
1601-10015	Cords - Power (Several In a box)
1601-10015	Software - Dell Drivers & Doc (In a box)
1601-10015	Software - Roxio Creator 9.0 DE (In a box)
1601-10015	Software - Dell Operating Sys XP (In a box)
1601-10015	Software - Dell Application (In a box)
1601-10015	Software - Dell Operating Sys Vista (In a box)
1601-10015	Software - Dell Drivers & Utilities 1 of 2 (in a box)
1601-10015	Software - Roxio Creator 9.0 DE (In a box)
1601-10015	Software - Dell Operating Sys XP (In a box)
1601-10015	Software - Dell Operating Sys Vista (In a box)
1601-10015	Software - Dell Application (In a box)
1601-10015	Software - Dell Drivers & Utilities (in a box)
1601-10015	Software - Dell Drivers & Utilities (in a box)
1601-10015	Software - Roxio Creator 9.0 DE (In a box)
1601-10015	Software - Dell Operating Sys XP Pro (In a box)
1601-10015	Software - Dell Operating Sys Vista (In a box)
1601-10015	Software - Dell Application (In a box)
1601-10015	Software - Dell Operating Sys XP Pro (In a box)
1601-10015	Software - Dell Operating Sys Vista (In a box)
1601-10015	Software - Dell Application (In a box)
1601-10015	Software - Roxio Creator 9.0 DE (In a box)
1601-10015	Software - Dell Drivers & Utilities (in a box)
1601-10015	Software - Dell Drivers & Doc (In a box)
1601-10015	Software - Dell Drivers & Doc (In a box)
1601-10015	Software - HP Drivers Officejet 9110-9120 & 9130
1601-10015	Software - HP Drivers Officejet 9110-9120 & 9130
1601-10015A	Monitor - Seva
1601-10016	Chair - High Back (leather like Black)
1601-10017	Chair - Waiting (Taupe)
1601-10018	Scale - Health-O-Meter
1601-10019	Chair - Secretarial Rolling No arm rest (Teal)
1601-10020	Chair - Secretarial Rolling No arm rest (Burgundy)
1601-10021	Chair - Secretarial Rolling No arm rest (Teal)
1601-10022	Chair - Secretarial Rolling No arm rest (Teal)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
1601-10023	Cabinet - Hon legal 5 drawer (Taupe)
1601-10025	Chair - Secretarial rolling no arm rests (Gray)
1601-10026	Chair - Secretarial rolling no arm rests (Blue - WIC)
1601-10027	Chair - Stackable (Blue Qty 3)
1601-10028	Chair - Waiting (Burgundy Qty 2)
1601-10029	Chair - Waiting w/wooden arm rests (Blue)
1601-10030	Chair - Secretarial rolling no arm rests (Faded Teal)
1601-10031	Chair - Waiting Burgundy no armrest
1601-10032	Divider - Room (Gray)
1601-10033	Table - Play (Wood)
1601-10040	Keyboard - Dell & Mouse
1601-10041	Television - Emerson 20" (DTV #2)
1601-10043	Fan - Holmes 10" (White)
1601-10046	Monitor - Dell Beige
1601-10047	Cushions - Chair (Brown/Beige Qty 8)
1601-10048	Stand - Monitor
1601-10049	Cabinet - Hon 2 drawer legal (Gray - located outside the warehouse)
1601-10050	Cabinet - Anderson Hickey 4 drawer letter (Located outside the warehouse)
1601-10051	Cabinet - 2 drawer letter (located outside the warehouse - WIC)
1601-10052	Freezer - Kenmore 23 (Beige)
1601-1042	Wastebaskets - Shredder (Qty 2)
2006-07	Cabinet - Anderson Hickey 4 drawer letter (Located outside the warehouse)
48765 & 48764	Surveillance System - Pelco (4 TV Monitors in a black box)
50-101	Monitor - Dell (Black)
50-102	Monitor - Dell (Black)
50-103	Monitor - Dell (Black)
50-104	Monitor - Dell (Black)
50-105	Monitor - Dell (Black)
50-106	Monitor - Dell (Beige)
50-107	Monitor - Dell (Beige)
50-109	Monitor - LG
50-110	Monitor - LG
50-111	Printer - HP DeskJet 940C
50-112	Printer - HP DeskJet 932C
50-113	Printer - HP DeskJet 932C
50-114	Printer - HP DeskJet 612C
60-202	Chairs - Stackable (Qty 5 - White)
60-225	Scale - SECA

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
60-226	Typewriter - Brother GX7750
60-227	Stand - Book
60-228	Box- Shredder & Misc Items
60-232	Trash Can - White
60-233	Printer - HP DeskJet 950C
60-234	Cabinet - Hon 4 drawer letter (Beige)
60-256	Box - Misc Items, Calculator, & Electric Stapler
60-258	Misc. - Plastic Items
60-258	Electric Stapler
60-258	Calculator
60-259	Stands - Keyboards (Qty 11 in a box)
60-278	Box - Misc Medical Equip
60-278	Box - FP Records
60-287	Monitor - (Weslaco ISD 53767)
60-298	Sinks - White (Qty 4 - located outside the warehouse)
60-319	Mower - Murray
60-320	TV - Sharp
60-350	Stand - Keyboard (Black)
70-111	Fax - Brother Intelli
70-112	Monitor - Dell
70-113	Typewriter - Brother
70-115	Chair - Secretarial Blue
70-116	Glass Qty 4
70-119	Sofa - Wooden (Brown w/green cushions)
70-134	Monitor - Dell
70-140	Monitor
70-142	Monitor - Dell
70-146	Chair - Waiting (Rose)
70-147	Chair - Waiting Burgundy
70-155	Chair - Waiting Burgundy w/wood armrest
70-156	Chair - Waiting Rose
70-157	Chair - Waiting Blue
70-158	Chair - Waiting Rose
70-159	Chair - Waiting Gray
70-161	Cooler - Water
90-117	Television - Emerson 20" (B-14)
90-118	Television - Emerson 20" (DiB)
90-120	Television - Emerson 20" (A-5)
90-122	Television - Emerson 20" (DiA)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
90-130	Microwave - (White)
90-131	Microwave - (White)
90-132	Microwave - (White)
90-133	Microwave - (White)
90-134	Microwave - (White)
90-136	Television - Apex 13" (9-25-08)
90-140	Ladders - Wood (Qty 2) & Aluminum (Qty 2)
90-140	Tarp - Yellow
90-141	Refrigerator - Small (Brown)
90-142	Printer - Lexmark X125
90-143	Box - Showerheads (Several)
90-145	Caster - in crates (10)
90-147	Microwave - Magic Chef (White)
90-148	Television - Emerson 20" (C-27)
90-149	Television - Emerson 20" (G-4A)
90-150	Television - Emerson 20" (B-3)
90-151	Television - Emerson 20" (B-21)
90-152	Television - Emerson 20" (B-9)
90-153	Television - Emerson 20" (B-15)
90-155	Light - Florescent (Qty 16)
90-156	Light - Florescent (Qty 13)
90-160	Chairs (Several)
90-161	Motor - Small
90-163	Box - Books
90-164	Box - Books
90-165	Box - Books (Small)
90-166	Box - Books
90-167	Box - Books
90-168	Box - Books
90-169	Box - Books
90-170	Box - Books
90-171	Box - Books
90-172	Box - Books
90-173	Box - Books
90-174	Box - Books (Small)
90-175	Box - Books
90-176	Box - Books
90-177	Box - Books
90-178	Box - Books

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
90-179	Box - Books
90-181	Monitor
90-182	Monitor - Viewsonic
90-183	Monitor - Dell Black
90-184	Monitor
90-186	Printer - HP LaserJet
90-187	Computer - Dell Optiplex GX110
90-188	Printer - Dym Labelwriter Turbo 330
90-189	Phone - Norstar
90-190	Chair - Secretarial Rolling No arm rest (Teal)
90-191	Monitor - Dell Black
90-194	Chair - Secretarial Rolling No arm rest (Teal)
90-195	Chair - Secretarial Rolling No arm rest (Teal)
90-196	Chair - Secretarial Rolling No arm rest (Burgundy)
90-197	Chair - Secretarial Rolling No arm rest (Burgundy)
90-198	Chair - Secretarial Rolling No arm rest (Burgundy)
90-199	Chair - Secretarial Rolling No arm rest (Teal)
90-200	Chair - Secretarial Rolling No arm rest (Burgundy)
90-2001	Desk - Metal (Beige - WIC)
90-201	Chair - Secretarial Rolling No arm rest (Burgundy)
90-202	Chair - Secretarial Rolling No arm rest (Teal)
90-203	Chair - Secretarial Rolling No arm rest (Teal)
90-204	Chair - Secretarial Rolling No arm rest (Teal)
90-205	Chair - Secretarial Rolling No arm rest (Burgundy)
90-206	Chair - Secretarial Rolling No arm rest (Burgundy)
90-207	Chair - Secretarial Rolling No arm rest (Burgundy)
90-208	Chair - Secretarial Rolling No arm rest (Teal)
90-209	Chair - Secretarial Rolling No arm rest (Teal)
90-210	Chair - Secretarial Rolling No arm rest (Teal)
90-211	Chair - Secretarial Rolling No arm rest (Burgundy)
90-212	Chair - Secretarial Rolling No arm rest (Burgundy)
90-213	Chair - Secretarial Rolling No arm rest (Burgundy)
90-214	Chair - Secretarial Rolling No arm rest (Burgundy)
90-216	Chair - Secretarial Rolling No arm rest (Burgundy)
90-217	Chair - Secretarial Rolling No arm rest (Teal)
90-218	Chair - Secretarial Rolling No arm rest (Teal)
90-219	Chair - Secretarial Rolling No arm rest (Burgundy)
90-220	Chair - Secretarial Rolling No arm rest (Burgundy)
90-221	Chair - Secretarial Rolling No arm rest (Burgundy)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
90-222	Chair - Secretarial Rolling No arm rest (Burgundy)
90-223	Chair - Secretarial Rolling No arm rest (Burgundy)
90-224	Chair - Secretarial Rolling No arm rest (Teal)
90-225	Chair - Secretarial Rolling No arm rest (Teal)
90-226	Chair - Secretarial Rolling No arm rest (Teal)
90-227	Chair - Secretarial Rolling No arm rest (Teal)
90-228	Chair - Secretarial Rolling No arm rest (Teal)
90-229	Chair - Secretarial Rolling No arm rest (Teal)
90-230	Chair - Secretarial Rolling No arm rest (Teal)
90-231	Cabinet - Hon 4 drawer letter (Beige)
90-232	Cabinet - Hon 4 drawer letter (Located outside the warehouse) WIC Tag #W-00257
90-233	Cabinet - Anderson Hickey 4 drawer letter (Beige)
90-234	Cabinet - Hon 4 drawer letter (Located outside the warehouse) WIC Tag #W-00256
90-235	Cabinet - Anderson Hickey 4 drawer letter (Beige)
90-236	Cabinet - Hon 4 drawer letter (Beige)
90-237	Cabinet - Hon 4 drawer letter (Beige)
90-238	Cabinet - Anderson Hickey 4 drawer letter (Gray)
90-239	Cabinet - Hon 4 drawer letter (Beige)
90-240	Cabinet - Hon 4 drawer letter (Beige)
90-241	Cabinet - Hon 2 Drawer (Beige)
90-242	Cabinet - Hon 2 Door (Beige)
90-244	Monitor - Seva
90-247	Monitor - Seva
90-248	Switch Board - GE Interlogic
90-249	Switch Board - GE Interlogic
90-250	Power Supply
90-251	Power Supply
90-252	Monitor - Type LCD
AD 110-25	Computer - AOPEN 44x Max Tower (1601-10011)
AD0110-15	Chair - Secretarial Rolling w/arm rest (Grey)
AD0110-16	Chair - Secretarial Rolling no arm rest (Burgundy)
AD0110-48	Table - Play (Wood)
AD0110-74	Cabinet - Anderson Hickey 2 drawer letter
AD0210-78	Cart - Small
AD0310-07	Cabinet - Wood
AD0310-100	Telephone - Samsung Communications Module
AD0310-125	Shredder - Fellowes
AD0310-135	Monitor - Planar
AD0310-31	Table - Architect (wooden)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
AD0310-43	Software - Wireless
AD0310-93	Computer - MPX
AD0310-99	Telephone - Norstar Nortel telephone Module
AD050-100	Monitor - Dell
AD109-11	Chair - Secretarial Rolling no arm rest (Burgundy)
AD119-79	Cabinet - Hon legal 4 drawer (Black)
AD210-112	Calculator - Canon MP120 (In a paper bag)
AD210-112	Staplers - Black (Qty 2 In a paper bag)
AD210-112	Cartridge - Ink Jet (In a paper bag)
AD210-112	Dispenser - Tape (Maroon)
AD50-100	Monitor - Dell
AD70-117	Karaoke - Memorex
AD70-118	Fax - HP Model 920
AD70-120	Computer - Clone
AD70-132	Computer - Clone Farsight 32X
AD70-133	Monitor - Dell
AD70-135	Monitor - Dell
AD70-136	Monitor - Dell
AD70-137	Monitor - Dell
AD70-138	Monitor - Dell
AD70-139	Monitor - Dell Relisys
AD70-140	Monitor - Dell
AD70-141	Printer - HP LaserJet IIP Plus
AD70-143	Monitor - Dell
AD70-144	Scanner - UMAX Astra 3400
AD70-145	Fax - HP Model 920
AD70-149	VCR - Emerson
AD70-151	Calculator - Canon MP310
AD70-152	Calculator - Sharp EL2630 GII
AD70-153	Calculator - Ibico 1230
AD70-162	Computer - Clone
AD70-163	Printer - Panasonic KX-P2624
AD70-164	Counterfeit Notes Identifier
AD70-165	Counterfeit Notes Identifier
AD70-167	Answering Machine - Murata M1550
AD70-169	Box - Misc Items (Power cords, Phone, External Disk)
AD70-170	Coffee Maker - Mr. Coffee
AD70-171	Coffee Maker - No coffee pot
AD90-110	Camera - Indoor Dome (Qty 12)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
AD90-110	Surveillance System - Panasonic WV-BL200 Digital Camera
AD90-110	Surveillance System - JVC TK-C720U Digital Camera
AD90-111	Phone - NEC D-Term Series E
AD90-111	Phone - NEC D-Term Series E
AD90-111	Phone - NEC D-Term Series E
AD90-111	Phone - NEC D-Term Series E
AD90-112	Phone - NEC Model DTR 1-1
AD90-112	Gauges - Hot/Cold Water (Qty 2)
AD90-114	Keyboard - Compaq
AD90-115	Monitor - Surviellance 14"
AD90-115	Power Supply (Qty 7)
AD90-116	Speaker - Door Bogen BRS1 (Qty 5)
AD90-116	Mouse - Compaq
AD90-116	Phone - NEC D-Term Series E
AD90-116	Camera - Police Observation P.O.S.I.
AD90-121	Television - Emerson
AD90-123	Television - Emerson (D4B)
AD90-124	Television - Emerson (B-18)
AD90-125	Television - Emerson
AD90-126	Television - Emerson (H-2)
AD90-129	Shears - Hair Cutting (Multiple)
AE N6	Digital KS - D1
AE 0310-97	Power Supply
AES - 1005	Box w/Mouses
AES - 39456	Computer - IOMEGA Ditto Tower
AES - 39482	Computer - IOMEGA Ditto Tower
AES - 40298	Computer - Tangent Tower
AES - 42709	Computer - Gateway Tower
AES 51	Projector - Kodak Ektagraphic
AES - CM	Box - Paper Trays
AES - M1	Monitor - Vibrates
AES - M10	Monitor - Hyundai
AES - M11	Monitor - Hyundai
AES - M14	Monitor - Dell
AES - M17	Monitor - Gateway
AES - M2	Monitor - Hyundai
AES - M3	Monitor - Gateway
AES - M4	Monitor - Princeton
AES - M6	Monitor - Princeton

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
AES - M7	Monitor - Gateway
AES - M8	Monitor - Gateway
AES - M9	Monitor - Smile
AES 1001	Box - Printer Cartridges Brother PC201 (Qty 8)
AES 1004	Projector - TMC Slide
AES 1007	Cardholder - Lathem
AES 1011	Tool - Belfort Measure
AES 1013	Docking Station - Gateway
AES 1016	Printer - Epson Stylus CX 3200
AES 1026	Box - Lose Cables
AES 1027	Box - Lose Cables
AES 1028	Monitor - Compaq
AES 1029	Microwave - Sharp
AES 1089	Table - for Sewing Machine (Joske's)
AES 1094	Chair - Secretarial Rolling w/arm rest (Grey)
AES 17983	Projector - Kodak Carousel
AES 2001	Table - for Sewing Machine (Empty)
AES 25117	Camera - Filmstrip Adaptor Kodak
AES 2917	Table - for Sewing Machine - White
AES 342125	Notebook - Gateway Solo
AES 37205	DVD Player - Phillips
AES 37210	DVD Player - Phillips
AES 37219	Printer - HP LaserJet 4L
AES 38043	Projector - in Black Box
AES 38721	Camera - Canon EOS
AES 38746	Computer - Clone (White)
AES 38762	Computer - Clone
AES 38956	Computer - Clone
AES 39129	Computer - Amera
AES 39564	Computer - Clone
AES 39695	Notebook - Twin Head
AES 39696	Notebook - Slimnote
AES 40300	Computer - Tangum
AES 40378	Computer - VMAX Tower
AES 42125	Notebook - Gateway Solo
AES 42708	Computer - Gateway Tower
AES 42710	Computer - Gateway Tower
AES 42711	Computer - Gateway Tower
AES 47160	Printer - Canon LaserJet 7000

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
AES 49407	Computer - Gateway Pentium 4
AES 49408	Computer - Gateway
AES 49463	Printer - HP LaserJet 4250
AES 49476	Printer - HP LaserJet 6P
AES 99 40379	Computer - UMAX
AES C58	Speaker - Computer
AES K-14 thru K-24	Box - Keyboards
AES M1	Monitor - Comp
AES M12	Monitor - Tangent
AES M13	Monitor - Princeton
AES M15	Monitor - Gateway
AES M16	Monitor - Gateway
AES M18	Monitor - Ultra 72
AES M19	Monitor - EMC
AES M20	Monitor - CTX
AES N1	Projector - 3M2000 (Overhead)
AES N10	Camera - Polaroid (Big Swinger)
AES N11	Camera - KS w/Lens
AES N12	Camera - Polaroid
AES N13	Camera - Polaroid
AES N14	Camera - M-35 Auto Focus
AES N17	Printer - HP Model X70CXI
AES N18	Projector - Elki
AES N2	Projector - 3M2000 (Overhead)
AES N5	Microphone - Lecternoble PA 2
AES1002	Television - Sharp
AES1006	Projector - Carousel Kodak
AES1008	Cabinet - Terrel's 4 drawer letter (Gray)
AES1015	Lamp - Projector (h-8)
AES1017	Cartridge - Ink
AES1018	Cartridge - Ink
AES1019	Cartridge - Ink
AES1020	Cartridge - Ink
AES1021	Cartridge - Ink
AES1022	Cartridge - Ink
AES1023	Box - Paper Trays
AES1024	Chair - Secretarial Rolling w/arm rest (Beige)
AES1025	Sewing Machine

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
AES1417	Printer - HP Desk Jet
AES2297	Cassette System
AES27425	Projector - Carousel Kodak
AES32855	Floppy Module
AES36939	Projector - Carousel Telex Caramate
AES37989	Laptop - MRIC
AES42126	Laptop - Gateway Solo 2550
AES42126	Laptop - Gateway Solo
AES47127	Laptop - Gateway Solo 1450
AES47128	Laptop - Gateway Solo 1450
AES47128	Laptop - Gateway (C-27)
AES49480	Projector - Infocus
CO - N19	Tape Drive - Ditto Easy 3200 (IOMEGA)
CO - N20	Driver - Jetdirect EX Plus 3
CO - N3	PA - Califone Accessories (DA -100)
CO - N9	Printer - Canon BJC 80 Photo Realism
DA - 0110-5	Zip Drive
DA-0110-9	Cabinet - Filex: legal 4 drawer (Black - located outside the warehouse)
H1030	Chair - Secretarial Rolling No arm rest (Teal)
H1155	TV - Phillips/Magnavox
H1156	Bretford Cart
H1274	Cabinet - Hon 4 drawer letter (Black)
H1348	TV - Phillips/Magnavox
H1349	Bretford Cart
H1367	Chair - Secretarial Rolling No arm rest (Teal) (Surplus #90-215)
H1389	Chair - Secretarial Rolling No arm rest (Teal)
H1393	TV - Phillips/Magnavox
H1394	Bretford Cart
H1396	Cutter - Paper
H1405	Shelf - Gray
H1407	Chair - Secretarial Rolling No arm rest (Teal)
H1418	Cabinet - Hon 4 drawer letter (Beige)
H1448	Shelf - Book (Gray)
H1463	Stool - Round (Black)
H1466	Chair - Secretarial Rolling No arm rest (Teal)
H1517	Typewriter - Royal RT 6100
H1541	Table - Small (Brown)
H1553	Shelf - Book (Brown)
H1613	Chair - Waiting w/arm rest (Burgundy)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
H1618	Chair - Secretarial Rolling No arm rest (Burgundy)
H1633	Cabinet - Hon 4 drawer letter
H1803	Cabinet - 2 drawer letter (Black- located outside the warehouse)
H1822	Shelf - Book (Brown)
H2038	Bretford Cart
H20920	Chair - High Back Black
H2116	Bretford Cart
H2127	Chair - Secretarial Rolling No arm rest (Maroon)
H2129	Cabinet - Hon 4 drawer letter (Black)
H2146	Cabinet - Hon 4 drawer letter (Beige)
H2296	Shredder - Fellowes 58-97C (1601-10004)
H2324	Monitor - HP
H2327	Cart - TV
H2329	Chair - Secretarial Rolling No arm rest (Burgundy)
H2354	TV - Sony KV 24F5100
H2357	TV - Phillips/Magnavox
H2489	TV - Phillips/Magnavox
H2490	Bretford Cart
H2492	Shelf - Gray
H2493	Table - w/wheels (Small)
H2494	Microscope - Bausch & Lomb
H2495	Microscope - Olympus
H2496	Microscope - Olympus
H2497	Microscope - Bausch & Lomb
H2498	Table - w/ shelves (white/gray)
H2499	Chair - Secretarial Rolling No arm rest (Rose)
H2500	Chair - Secretarial Rolling w/arm rest (Burgundy)
H2502	Chair - Waiting w/arm rest (Burgundy)
K-1	Box - Keyboards (Qty 13)
ME 00067	Computer - Dell Optiplex QX 270
ME 001044	VCR - Sony EVC200 (Black)
ME 001063	Monitor - Dell Flat Screen
ME 003005	Printer - HP LaserJet 3800 (AES 49447)
ME 003011	Printer - HP Laserjet 4050
ME 003012	Computer - Clone
ME 003019	Fax - Brother
ME000068	Computer - Dell Model DHM
ME000130	Scanner - Microtek
ME000223	Compressor - Quincy

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
TXAG39696	Notebook - Model P79TE
TXAG65639	Microscope - Ameri/Optic (in brown box)
UC1067	Back - Up - APC
UC1070	Back - Up - APC
UC1071	Back - Up - APC
UC1074	Back - Up - APC
UC1076	Back - Up - APC
UC116	Chair
UC133/28977	Chair
UC137/28981	Chair
UC1507	Adj Monitor Extension Arm
UC1531	Back - Up - APC
UC1532	Back - Up - APC
UC1680	Drawer - Keyboard
UC2129	Copy Machine - Minolta CSPRo
UC22135	Adj Monitor Extension Arm
UC2291	Drawer - Keyboard
UC2500	Back - Up - APC
UC3246	Copy Machine - Savin 2055DP
UC3261	Drawer - Keyboard
UC3438	Drawer - Keyboard
UC3789	Camera - Sony Cyber Shot
UC3828	Back - Up - APC
UC4042	Back - Up - APC 1500
UC4273	Back - Up - Smart-UPS 1500
UC706/28992	Chair
UC707/28997	Chair
W00129	Desk - w/Table (WIC)
Weslaco ISD 46662	Typewriter - IBM 6783
WISD46662	Typewriter - IBM Wheelwriter 10
WISD53540	Monitor - Dell
	Chairs - Stackable (Qty 5 - Blue)
	Chair - Folding (Qty 42 Gray - WIC)
	Chair - Folding (Qty 26 Gray)
	Chair - Folding (Qty 1 Brown)
	Chair - Waiting (Green w/brown wood 129) WIC
	Microscope - in wooden box
	Sofa - Green/Beige (3 cushion)

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
	Sofa - Green/Beige (3 cushion)
	Table - Long (Brown)
	Tub - Silver (Stainless)
	Chairs - Burgundy w/wood trim
	Plastic Bag - Misc Cables & Mouses (Qty 2)
	Fax - Xerox (Copy)
	Mailbox - Interoffice (Qty 13?)
	Keyboard & Mouse
	Projector - Carousel Kodak S78790
	Keyboard - BTC Model (L03127561)
	Keyboard - Dell Quiet Key
	Keyboard - Dell Quiet Key
	Keyboard - Hewlett Packard Bell Model SK2000RE
	Keyboard - Misumi Model KPQEA4ZA
	Monitor - Dell
	Phone - NEC Handheld Digital
	Paper Tray
	Fax - Brother
	Copier - Minolta
	Lamps (Several)
	Fan - Commercial (Qty 2)
	Tables/Chairs - Foldable
	Ice Maker
	Range - Commercial
124-001	2001 Progressive Trailer
124-002	4X8 Picnic Table
124-003	4X8 Picnic Table
124-004	4X8 Picnic Table
124-005	4X8 Picnic Table
124-006	4X8 Picnic Table
124-007	4X8 Picnic Table
124-008	Children Picnic Table
124-009	Children Picnic Table
124-010	Children Picnic Table
124-011	Children's See Saw
124-012	Children's See Saw
124-013	Children's See Saw
124-014	Children's See Saw
124-015	Rustic Wood Swing Set

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
124-016	Rustic Wood Bench
124-017	Swing Chain Bench
124-018	Swing Chain Bench
124-019	Swing Chain Bench
124-020	Swing Chain Bench
124-021	Table Bench Combo
124-022	Table Bench Combo
124-023	Table Bench Combo
19063	1976 Flat Allid 545B Loader
0	1990 Chevy 3500 P/U
32386	1993 Chevy Lumina
31404	1993 Jeep Cherokee
34171	1995 Chevy Caprice Car
36829	1995 Chevy Monte Carlo
HD START	1995 GMC Suv (Unit 40)
HD START	1995 GMC Van
37207	1996 GMC Silverado P/U
37209	1997 Ford Crown Victoria
30602	1997 Ford Van
HD START	1997 GMC P/U (Unit 54)
45770	1997 Jeep Cherokee
32235	1998 Ford Crown Victoria
32337	1998 Ford Crown Victoria
32339	1998 Ford Crown Victoria
0	1998 Ford Expedition
31863	1998 Ford Expedition
31864	1998 Ford Expedition
31872	1998 Ford Expedition
32243	1998 Ford Expedition
0	1999 Dodge Interpid Car
39215	2000 Ford Crown Victoria
0	2000 Chevy 3500 P/U
0	2000 Chevy Z-71 P/U
45769	2000 Chevy Impala
C-684-09-F	2000 Peterbilt Tractor
36214	2001 Ford Crown Victoria
C-1009-10-A	2001 Ford F250 P/U
C-942-07-A	2003 Bombardier DS50 Quad ATV
C-3555-09-G	2003 Dodge Neon

AGENDA LIST FOR AUCTION 11-20-2010

ASSET TAG	DISCRIPTION
39905	2003 Ford Expedition
C-1389-10-I	2009 Kawasaki Treyx 750
C-442-07-E	Black Hi Brid Motorcycle
	1998 Chevy Lumina White
0	1999 Dodge Interpid Car
C-3554-09-B	53 Air Compressors
C-3554-09-B	13 Heaters Fans
22030	1990 GMC Sierra 1/2 ton
37377	1996 GMC Topkick Dump Truck
32967	1999 Chevy Astro Van (WIC)

AI-23459 **27.A.9.**

Property & Casualty Insurance Policy

CC REGULAR

Date:	10/26/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval of detailed schedule of premiums/fees (awarded by CC 10-5-10) and attached hereto as 2011-2012 Coverage Summary for Property and Casualty Insurance Policies in the total amount of $1,626,660.00 effective January 01, 2011 through January 01, 2012 with authority for County Treasurer to issue check(s) after review, audit and processing procedures completed by County Auditor with the authority for Court Member or Commissioner's Court Executive Officer to sign any applicable documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-419-00-115-025-0-XXX

FUNDS AVAILABLE Y/N?: 2011 Budg **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Object #	Proposed Budget
521	$585,000.00
522	$275,000.00
523	$125,000.00
524	$400,000.00

Attachments

Link: property n casualty ins invoice.23459

Link: coverage summary.23459

Link: agenda item 23149

Link: 2011 Proposed Budget-Insurance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 01:53 PM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:55 PM	APRV
3	Olga Garza	Olga Garza	10/22/2010 04:16 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	NEW

Form Started By: Yvette Islas

Started On: 10/13/2010 10:55 AM

Final Approval Date: 10/22/2010

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

OCT 08 2010
10:11:56
By

Invoice

Hidalgo County
PO Box 1356
Edinburg, TX 78540

10/8/10

Policy Term: 01/01/2011 – 01/01/2012

Coverage	Company	Annual Premium/Fees
Commercial Property Boiler & Machinery Terrorism	Chubb – Federal Insurance	$ 376,814.00
Wind/Hail Deductible Buy Back	Landmark American	$ 94,682.00
General Liability Terrorism	Travelers Insurance	$ 154,150.00
Employee Benefits Plan	Travelers Insurance	$ 260.00
Law Enforcement Liability Terrorism	Travelers Insurance	$ 276,010.00
Management Liability Terrorism	Travelers Insurance	$ 22,332.00
Employment Practices Liability Terrorism	Travelers Insurance	$ 206,650.00
Crime	Travelers Insurance	$ 9,351.00
Automobile Liability	Travelers Insurance	$ 259,989.00
Automobile Physical Damage	Travelers Insurance	$ 47,299.00
Differences in Conditions	ACE American	$ 12,525.00
Kidnap & Extortion	ACE American	$ 3,900.00
Mexico Auto Coverage	Grupo Nacional Provincial	$ 3,400.00
Pollution Liability	Illinois Union	$ 3,790.00
Medical Malpractice Liability	Evanston Insurance	$ 93,455.00
Errors & Omissions District Clerk	Certain Underwriters @ Lloyds	$ 8,562.00
Errors & Omissions County Clerk	Certain Underwriters @ Lloyds	$ 6,491.00
Third Party Administration	Tristar	$ 47,000.00
TOTAL PREMIUM/FEES:		**$1,626,660.00**

The premium/fees have been determined upon policy changes that took place only through 9/1/10. A premium adjustment will be made for any additional vehicles, equipment, increase in property values and increase in exposures for the professional liability coverage. The premium indicated includes fees.

Thank you for your business!

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE				Price Difference + -
2010-2011 Coverage Summary			2011-2012 Coverage Summary	
Type Of Coverage		**Premium/Fees**	**Premium/Fees**	
Commercial Property/Boiler Machinery- Terrorism Included	Chubb-Federal Insurance	$368,980.00	$376,814.00	+ **$7,834.00**
Wind/Hail Deductible Buy Back	Landmark America Insurance	$98,681.00	$94,682.00	- **$3,999.00**
Differences In Conditions	Ace American Insurance	$12,325.00	$12,525.00	+ **$200.00**
Kidnap/Extortion	Ace American Insurance	$3,832.00	$3,900.00	+ **$68.00**
Medical Malpractice Liability	Evanston Insurance	$93,452.78	$93,455.00	+ **$2.22**
Errors/Omissions District Clerk	Certain Underwriters @Lloyds	$8,617.00	$8,562.00	- **$55.00**
Errors/Omissions County Clerk	Certain Underwriters @Lloyds	$6,475.00	$6,491.00	+ **$16.00**
Pollution Liability	Illinois Union	$3,590.00	$3,790.00	+ **$200.00**
Automobile-Mexico	Grupo Nacional Provincial	$4,625.00	$3,400.00	- **$1225.00**
Third Party Administration	TriStar	$48,950.00	$47,000.00	- **$1,950.00**
Public Entity Casualty Package – Includes: Automobile Liability & Physical Damage General Liability Employee Benefits Plan Law Enforcement Liability Public Officials & Employment Practices/ Management Liability Crime (Terrorism is included and applies to General Liability Public Officials & Law Enforcement)	Travelers Insurance	$937,194.00	$976,041.00	+ **$38,847.00**
TOTAL PREMIUM		**$1,586,721.78**	**$1,626,660.00**	+ **$39,938.22**

AI-23149 **19.A.4.**

Property & Casualty Insurance (Including Third Party Services)
CC REGULAR

Date: 10/05/2010
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Review and recommendation to accept the sole response received from Montalvo Insurance as qualified to proceed to the next phase of the procurement process for: "Hidalgo County's Property & Casualty Insurance Policies which includes TPA Services";

b. Recommendation to accept "Premium Summary", award the proposal received from Montalvo Insurance for: Hidalgo County's Property & Casualty Insurance Policies which include TPA Services with authority to purchase said policies and services from the following companies, including, but not limited to the following: Chubb-Federal Ins.;Landmark American; Travelers-St. Paul; ACE American; Grupo Nacional Provincial; Illinois Union; Evanston Ins.; Certain Underwriters-Lloyds; Harleysville Mutual Ins. or, companies listed under ALTERNATE OFFER: One Beacon American Ins.; Great American and Travelers-St. Paul.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** X-1100-419-00-115-025-0-521
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: 23419 prem summary '10-'11
Link: 23419 comp chart
Link: 23419 d recomend
Link: 23149 participation log
Link: 23419 rfp recpt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 04:25 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 08:57 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/01/2010 11:51 AM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Yvette Islas Started On: 09/22/2010 03:30 PM
Final Approval Date: 10/01/2010

INSURANCE

1100-419-00-115-025

Object #	Object Code Description	2010 Original Budget	2011 Budget Request	2011 Proposed Budget
521	BUILDING INSURANCE	$585,000.00	$585,000.00	$585,000.00
522	AUTO, TRUCK AND EQUIPMENT INSURANCE	$275,000.00	$275,000.00	$275,000.00
523	PUBLIC OFFICIAL INSURANCE	$125,000.00	$125,000.00	$125,000.00
524	GENERAL INSURANCE	$400,000.00	$400,000.00	$400,000.00
525	CLAIMS AND JUDGEMENTS	$100,000.00	$100,000.00	$100,000.00
820	JUDGEMENTS AND DAMAGES	$200,788.00	$200,000.00	$200,000.00
	TOTALS	$1,685,788.00	$1,685,000.00	$1,685,000.00
	SALARY EXPENSES	$0.00	$0.00	$0.00
	OPERATING EXPENSES	$1,685,788.00	$1,685,000.00	$1,685,000.00

AI-23618 **27.B.1.**

Request Approval of Change Order No1 for Alamo Road Crossing Drainage Improvement Project

CC REGULAR

Date:	10/26/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Sub-category:	Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 1 increase in the amount of $ 27,430.57 with Leal Construction, Inc. (contracted vendor for “Alamo Road Crossing Drainage Improvement Project”) reflecting that inlets are needed at Alamo Road to provide drainage for the area and the additional rip-rap is needed for slope and embankment protection, with authority for County Judge to execute document.

BACKGROUND

Contract #C-10-178-06-22 PO#643847

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-733

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

BUDGETARY IMPACT:

Funding available in the amount of $278,550.16 as of 10/21/2010.

Attachments

Link: CO1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 11:30 AM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:05 PM	APRV
3	Roland Garcia	Rolando Garcia	10/22/2010 01:50 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	PEND

Form Started By: Yolanda Cisneros Started On: 10/21/2010 01:20 PM

Final Approval Date: 10/22/2010

CHANGE ORDER NUMBER ONE (1)

Project: Alamo Road Crossing Drainage Improvement Project

DATE OF ISSUANCE: 10/26/2010 EFFECTIVE DATE: 10/20/2010

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-10-178-06-22

CONTRACTOR: Leal Construction, Inc.
P.O. Box 157
Olmito, Texas 78575

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You ar directed to make the following changes in the Contract Documents.

Description:
1. Installation of Type C Inlet and Concrete Rip-Rap
2.
3.
4.
5.
6.

Reason for Change Order:
1. The inlets are needed at Alamo Road to provide drainage for the area and the additional rip-rap is needed for slope and embankment protection.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 154,917.41		Original Contract Time for Substantial Completion: _____ calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 154,917.41		Contract Time prior to this Change Order Substantial Completion: _____ calendar days or dates
Net Increase(decrease) of this Change Order $ 27,430.57		Net Increase(decrease) of this Change Order calendar days
Contract Price with all approved Change Orders $ 182,347.98	Net % increase(decrease)from original contract price. 17.71%	Contract Time with all approved Change Orders Substantial Completion: _____ calendar days or dates

RECOMMENDED:
By: _____ PE
Enigineer (Authorized Signature)
Date: 10/20/10

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 10/21/10

Exhibit E-B

Project: Alamo Road Crossing 5' Sidewalk Improvement Project

DATE OF ISSUANCE: 10/26/2010 EFFECTIVE DATE: 10/26/2010

OWNER: Hidalgo County Precinct No. 2
CONTRACT FOR: C-10-47906-02

CONTRACTOR: Lyall Construction, Inc.
P.O. Box 157
Donna, Texas 78537

ENGINEER: Rio G. Salazar, PE
Planning Administrator
Hidalgo County Precinct No. 2
1804 South 25th Street
Edinburg, Texas 78539

You are directed to make the following changes in the Contract Documents:

Description:
1. Installation of Type C Inlet and Concrete Slip-Pan
2.
3.
4.
5.
6.

Reason for Change Order:
1. Due to the location of Alamo Road, it is possible to change the existing Type C Inlet to a Type A Inlet and construct a slip-pan to meet the requirements of the Engineer. This is needed due to the fact that embankment protection.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time:
$ 15,917.41	Substantial Completion:
Net Change from previous Change Orders	Net Change from previous Change Orders
$ 0.00	0
Contract Price prior to this Change Order	Contract Time prior to this Change Order:
$ 15,917.41	Substantial Completion:
Net increase/(decrease) of this Change Order	Net change in the Contract Time of this Change Order:
$ 27,442.27	
Contract Price with all approved Change Orders	Net change from previous Change Orders / Original contract price: 17.72%
$ 43,359.68	Contract with all Change Orders: Contract Time with all approved Change Orders

RECOMMENDED: APPROVED: ACCEPTED:

By: By: By:

Date: Date: Date:

Exhibit E-8

AI-23636 **27.B.2.**

Approval of Short Term Lease of Space to FEMA-Alex Assistance
CC REGULAR

Date:	10/26/2010
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Pursuant to the federal, state and county "Declarations of Emergency" due to TS/Hurricane ALEX and it's aftermath, requesting ratification/approval of a short term thirty (30) day Lease between Hidalgo County (office space in Pct. #2-located at the North San Juan Community Center-509 E. Earling, Pharr, Texas) and U. S. Government (FEMA).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Lease will generate revenue in the amount of $3,000.00 for County.

Attachments

Link: Declaration

Link: Email

Link: County Dec

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/22/2010 04:34 PM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 04:36 PM	APRV
3	Roland Garcia	Rolando Garcia	10/22/2010 05:01 PM	APRV
4	Auditor's Office		10/22/2010 05:15 PM	NEW

Form Started By: Marty Salazar — Started On: 10/22/2010 03:10 PM

Final Approval Date: 10/22/2010

Contact: Cari Lambrecht
Hidalgo County Public Information Officer
Office: (956) 292-7026
Cell: (956) 720-5626

Hidalgo County Commissioners' Court

Rene A. Ramirez
County Judge

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

Hector "Tito" Palacios
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Oscar L. Garza, Jr.
Commissioner, Precinct 4

Executive Office
Valde Guerra
Executive Officer

Public Affairs Division
Karina Cardoza
Director

Cari Lambrecht
Public Information Officer

Carlos Trevino
Multimedia Coordinator

2818 S. Business Hwy 281
Edinburg, Texas 78539
(956) 292-7026 P
(956) 292-7766 F
www.co.hidalgo.tx.us W
public.info@co.hidalgo.tx.us E

HIDALGO COUNTY JUDGE RENE RAMIREZ LAUDS PRESIDENTIAL DECLARATION OF DISASTER

FOR IMMEDIATE RELEASE
August 4, 2010

EDINBURG, TX — President Barack Obama signed a presidential declaration of disaster late last night for several Texas counties including Hidalgo County, making the counties and their residents eligible for federal aid.

This declaration will allow for financial assistance to be provided to residents affected by Hurricane Alex and the subsequent Rio Grande River flooding. This assistance may include grants for temporary housing or repairs, low-cost loans to cover uninsured property losses and other programs to help businesses and individuals recover from disaster. Residents and business owners can begin applying today, by registering online at http://www.DisasterAssistance.gov or by calling 1-800-621-FEMA (3362) or 1-800-462-7585 for the speech and hearing impaired.

"We have worked closely with the leaders and emergency management teams in the county throughout this event to minimize the impact on property and especially on people's lives. Unfortunately, many of our residents experienced major water damage to their homes and continue to face difficulties in trying to get their lives back to normal" Judge Ramirez said. "We appreciate the assistance we have received from the Governor of Texas and his staff at the Texas Division of Emergency Management and various other agencies that responded to our needs promptly during this event, and we are very grateful to our congressional delegation and President Obama for extending this desperately needed assistance to the residents of Deep South Texas."

"It is my hope that our residents, many of whom do not have flood insurance, will get the assistance they need to repair their homes," he said. " We are working closely with FEMA officials to gather additional information that will soon be sent out to the public."

Hidalgo County has been coordinating recovery activities with various non-profit groups. The rollout of a local hotline that will address the most immediate needs — such as where to get cleaning supplies, food supplies or replacement furniture, for example — will occur soon.

###

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
HSFE06-11-L-6023

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease approximately 2600 rentable square feet of office space located in San Juan for occupancy not later than October 19, 2010 for a term of 1 month. Rentable space must yield a minimum of 2500 square feet of ANSI/BOMA Office Area (previously Usable) for use by Tenant for personnel, furnishing, and equipment.

INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS _____.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (hereinafter called the GOVERNMENT):

Space offered must be in a quality building of sound and substantial construction, either a new, modern building or one that has undergone restoration or rehabilitation for the intended use.

The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.

Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.

The Building and the leased space shall be accessible to workers with disabilities in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

Services, utilities, and maintenance will be provided daily, extending from EIGHT HOURS A DAY except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

☒ HEAT	☒ TRASH REMOVAL	☐ ELEVATOR SERVICE	☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
☒ ELECTRICITY	☒ CHILLED DRINKING WATER	☒ WINDOW WASHING		
☒ POWER (Special Equip.)	☒ AIR CONDITIONING	Frequency _____	☐ PAINTING FREQUENCY	_____
☒ WATER (Hot & Cold)	☒ TOILET SUPPLIES	☒ CARPET CLEANING	Space _____	
☐ SNOW REMOVAL	☒ JANITORIAL SERV. & SUPP.	Frequency _____	Public Areas _____	

3. OTHER REQUIREMENTS

Offerors should also include the following with their offers: N/A

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

☒ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED." Technical

** Technical Acceptability is as determined by FEMA. "Technical Acceptability" criteria may include, but is not limited to: location, parking requirements, ADA, Fire Code & OSHA compliancy, Security assessment and approval, adequate utility outlets, Safety Officer approval and communications check.

☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING

- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
- ☐ APPROXIMATELY EQUAL TO PRICE
- ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- ☐ (Listed in descending order, unless stated otherwise): Offer most advantageous to the Government for FEMA requirements.

PART II - OFFER *(To be completed by Offeror/Owner)*

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5. NAME AND ADDRESS OF BUILDING *(Include ZIP Code)*	6. LOCATION(S) IN BUILDING	
North San Juan Community Center 509 E. Earling San Juan, TX 78589	a. FLOOR(S)	b. ROOM NUMBER(S) E-112, E-113, B-106
	c. RENTABLE SQ. FT. 2600	d. TYPE ☒ GENERAL OFFICE ☒ OTHER *(Specify)* ☐ WAREHOUSE Conference Room

B. TERM

To have and to hold, for the term commencing on October 19, 2010 and continuing through November 18, 2010 inclusive. The Government may terminate this lease at any time on or after October 26, 2010, by giving at least One (1) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

~~Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date.~~ Rent for a period of less than a month shall be prorated. ** See FEMA Special Requirements **

7. AMOUNT OF ANNUAL RENT	9. MAKE CHECKS PAYABLE TO *(Name and address)*
N/A	Hidalgo County 301 E. State ST. Pharr, TX 78577
8. RATE PER MONTH $ 3,000	

10a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)* Hidalgo County 301 E. State ST., Pharr, TX 78577

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING
	☐ OWNER ☐ AUTHORIZED AGENT ☐ OTHER *(Specify)*
12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING

14. SIGNATURE OF OWNER OR AUTHORIZED AGENT	15. DATE	16. OFFER REMAINS OPEN UNTIL 4:30 P.M.
		(Date)

PART III - AWARD *(To be completed by Government)*

Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

Attachment #1: Special Requirement's to the lease (2 pages)
Attachment #2: Janitorial Requirement's (1 Page)

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER *(Type or Print)*	17b. SIGNATURE OF CONTRACTING OFFICER	17c. DATE

Attachment #1
SPECIAL REQUIREMENTS
FEMA LEASE # - HSFE06-11-L-6023
DR-1931(Alex)

1. The Government shall lease the space in "as-is" condition. The Government shall have the right to make reasonable alterations within the space leased. Reasonable alterations include, but are not are not limited to, additional electrical distribution and additional telecommunications throughout the space. Lessor has the right to approve Government reasonable alterations, prior to alterations being installed. Government has the right to contract with vendors to perform reasonable alterations within the leased space. Lessor waives right of restoration for any alterations.

2. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, and Government office machines without additional payment. The Lessor shall provide a fully serviced lease, including janitorial services and supplies.

3. Lessor agrees to the following operation hours for FEMA within the leased space:

   7:00 – 5:30 PM - Monday through Friday, and Saturdays 7:00 am – 12:00 Noon throughout the lease term.

4. Government has the right to provide and install reasonable exterior and parking signage, which the Lessor shall have the right to approve. Lessor shall provide 40 parking spaces for FEMA use.

5. Lessor shall have all building systems engaged on October 19, 2010. Lessor shall have all building systems operable and maintained throughout the term of the lease. Services, utilities, and maintenance will be provided by the Lessor.

6. Rental payment shall be made to Lessor monthly in arrears. Lessor shall send invoice to FEMA Finance Center at the completion of each month. Invoice shall be sent to the following:

FEMA – Vendor Pay/Disaster - DR-1931(Alex)
Disaster Finance Center
P.O. Box 800
Berryville, VA 22611
Attention: Ms. Anita Jackson –Telephone# 540-542-7309

7. Government points of contact for this lease are:

Jamie Duran – GSA Leasing Specialist
Office: 817-978-4444 / Fax: 817-978-0700
Cell: 225-772-4168
David Waishes – GSA Contracting Officer
Office: 817-978-4440
Cell: 214-325-2867

Richard Haley - FEMA Logistics Manager
Cell: 703-254-7728

8. In the event a conflict of terms or provisions arises during the lease term, the Paragraphs outlined within the Special Requirements shall prevail and supercede all other lease provisions.

9. The Lessor shall not enter into negotiations concerning the leased space with any representatives of other Federal Agencies other than a Contracting Officer from the General Services Administration.

10. The Government shall have the right to use the tables and chares in the facility.

11. The lessor shall be responsible to open and close the building on a daily basis.

ATTACHMENT NO. 2
JANITORIAL SERVICES
DR# 1931
FEMA LEASE # HSFE06-11-L-6023

JANITORIAL SERVICES (SEP 2000)

Cleaning shall be performed during tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in the lease.

The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.

2. *Three Times a Week.* Sweep or vacuum space.

3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.

6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.

9. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.

GENERAL CLAUSES
(Simplified Leases)
(Acquisition of Leasehold Interests in Real Property for Leases Up to $100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.

3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.

5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at http://www.gsa.gov/leasingform.

6. The following clauses are incorporated by reference:

GSAR 552-203-5	COVENANT AGAINST CONTINGENT FEES (FEB 1990) (Applicable to leases over $100,000.)
GSAR 552-203-70	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999) (Applicable to leases over $100,000.)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) (Applicable to leases over $25,000.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) (Applicable to leases over $500,000.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over $500,000.)
GSAR 552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005) (Applicable to leases over $500,000 if solicitation requires submission of the subcontracting plan with initial offers.)
GSAR 552.219-73	GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (Applicable to leases over $500,000 if solicitation does not require submission of the subcontracting plan with initial offers.)

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Applicable to leases over $10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over $10,000.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over $25,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over $10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over $25,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over $2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over $500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

REPRESENTATIONS AND CERTIFICATIONS (Short Form) (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to $100,000 Annual Rent)	Solicitation Number	Dated

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. SMALL BUSINESS REPRESENTATION (JAN 2007)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is $19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The Offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [*Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.*] The Offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over $10,000.)

The Offeror represents that—

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over $10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over $100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

[ ] Sole proprietorship;
[ ] Partnership;
[ ] Corporate entity (not tax-exempt);
[ ] Corporate entity (tax-exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____

(f) *Common Parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
[ ] Name and TIN of common parent:

Name _____

TIN _____

6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and zip code.
- (iv) Company mailing address, city, state and zip code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

8. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at http://www.ccr.gov. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

[ ] Registration Active and Copy Attached

[ ] Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) NAME STREET CITY, STATE, ZIP _____ Signature	TELEPHONE NUMBER _____ Date

AI-10529 **16.A.6.**

Approval/Ratification of Short Term Lease of Space to FEMA - Pct. 2 CRC
CC REGULAR

Date: 08/12/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to the federal, state and county "Declarations of Emergency" due to Hurricane Dolly and it's aftermath, requesting ratification and/or approval (whichever applicable) of a short term thirty (30) day Lease between Hidalgo County (office space in Pct. #2- located at the North San Juan Community Center-509 E. Earling, Pharr, Texas) and U.S. Governmentof (FEMA).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Lease will result in revenue of #3,000.00

Attachments

Link: 10529

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/07/2008 01:30 PM	APRV
2	Budget & Management	Veronica Lopez	08/07/2008 01:55 PM	APRV
3	Dale Kennan	Dale Kennan	08/07/2008 02:24 PM	APRV
4	Purchasing Department (Originator)	Nielda Cavazos	08/07/2008 02:27 PM	APRV
5	Auditor's Office	Linda Fong	08/08/2008 10:16 AM	APRV
6	Court Administrator	Angela Garcia	08/08/2008 11:34 AM	APRV

Form Started By: Marty Salazar Started On: 08/07/2008 12:03 PM
Final Approval Date: 08/08/2008

Hidalgo County Health & Human Services
1304 South 25th Avenue Edinburg, Texas 78542
(956) 383-6221 www.hchd.org

Pres Obama
issued Emergency
Declaration 6/29/2010

Number FEMA-3313-EM

This message was sent with high importance.
Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Sofia Hernandez

From: de Leon, Victor [Victor.DeLeon@mail.house.gov] **Sent:** Wed 6/30/2010 1:29 PM
To: de Leon, Victor
Cc:
Subject: FW: Notification of a Federal Emergency Declaration for the State of Texas (FEMA-3313-EM-TX)
Attachments: TX 3313 EM fs.doc(149KB)

Fyi…

Víctor Martín de León
Office of U.S. Rep. Henry Cuellar, (D-TX)

From: Nelson, Jason
Sent: Tuesday, June 29, 2010 9:02 PM
To: undisclosed
Subject: Notification of a Federal Emergency Declaration for the State of Texas (FEMA-3313-EM-TX)
Importance: High

State of Texas

Federal Emergency Declaration Fact Sheet

June 29, 2010

This evening, June 29, 2010, President Obama issued an Emergency Declaration for the State of Texas, triggering the release of Federal funds to help provide appropriate assistance for required emergency measure authorized under Title V of the Stafford Act. Details of this Emergency Declaration and assistance programs a as follows:

NUMBER: FEMA-3313-EM

INCIDENT: Tropical Storm Alex

INCIDENT PERIOD: June 27, 2010, and continuing

FEDERAL COORDINATING OFFICER: Bradley Harris

National FCO Program

DESIGNATIONS AND TYPES OF ASSISTANCE:

The Department of Homeland Security, Federal Emergency Management Agency (FEMA), is authorized to provide appropriate assistance for required emergency measures, authorized under Title V of the Stafford Act, to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in the designated areas. Specifically, FEMA is authorized to provide emergency protective measures (Category B), limited to direct Federal assistance, under the Public Assistance program at 75 percent Federal funding.

This assistance is for the counties of Aransas, Atascosa, Bee, Bexar, Brooks, Cameron, Comal, Duval, Guadalupe, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Medina, Nueces, Refugio, San Patricio, Starr, Webb, Willacy, Wilson, and Zapata.

OTHER: Additional designations may be made at a later date after further evaluation.

NOTE: This is an Emergency Declaration.

If you have any questions or need additional information on this Federal Emergency Declaration, please contact Jason Nelson at (202) 646-4500, FAX number (202) 646-3600.

Martha Salazar

From: Humberto Garza [humberto.garza@co.hidalgo.tx.us]
Sent: Friday, October 22, 2010 4:05 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Fw: FEMA Lease Documents - San Juan Community Center (HSFE06-11-L-6023)
Attachments: PO7R7P-HRDC2-QuickConnect-10192010-103745.pdf

Humberto Garza

Chief Administrator
Hidalgo County Pct. 2
301 E. State Street
Pharr, Tx 78577
(956) 787-1891 office
(956) 975-6490 cell
(956) 787-4683 fax

From: jamie.duran@gsa.gov [mailto:jamie.duran@gsa.gov]
Sent: Friday, October 22, 2010 3:55 PM
To: humberto.garza@co.hidalgo.tx.us
Subject: Re: Fw: FEMA Lease Documents - San Juan Community Center (HSFE06-11-L-6023)

Good afternoon Mr Garza,

Thank you for the update on the status of the FEMA lease, in response to Hurricane Alex (Disaster Declaration DR -1031). I understand the document will be brought into Court record on Tuesday and officially signed by the judge. I understand we can expect copies back later that afternoon.

Thank you for all of your efforts to finalize the lease documents.

Respectfully,
~Jamie Duran

GSA Realty Specialist
Emergency Management & Security Branch
Office Ph: (new) 817-978-4444
Cellular Ph: (225)772-4168
Fax: (817)978-0700

Jamie R. Duran/7P/R07/GSA/GOV

10/19/2010 10:47 AM

To humberto.garza@co.hidalgo.tx.us
cc
Subject Fw: FEMA Lease Documents - San Juan Community Center

Mr. Garza,

Attached, please find the modified documents we discussed. I have modified the operational hours which can be found on the 3rd page of the documents and added the lease number to the 1st, 3rd and 4th pages.

Please let me know if there are any concerns, otherwise we look forward to wrapping things up in the next couple of days.

Have a great day!
~Jamie Duran

GSA Realty Specialist
Emergency Management & Security Branch
Office Ph: (new) 817-978-4444
Cellular Ph: (225)772-4168
Fax: (817)978-0700

----- Forwarded by Jamie R. Duran/7P/R07/GSA/GOV on 10/19/2010 10:41 AM -----

Jamie R. Duran/7P/R07/GSA/GOV

10/15/2010 04:01 PM

To humberto.garza@co.hidalgo.tx.us
cc David C. Waishes/7P/R07/GSA/GOV@GSA
Subject FEMA Lease Documents - San Juan Community Center

Good Afternoon Mr. Garza,

Attached please find the lease documents we discussed this morning. As we discussed, I completed the lease documents with the information provided from the prior lease and your direction. FEMA has confirmed, they would like the additional space they utilized last time (B-106) if that is available, so I kept it on the lease document. We are hoping to finalize the documents as soon as possible, so that FEMA can take occupancy on Tuesday. Please confirm that the space *is* available for the Tuesday occupancy so that FEMA can continue preparations.

Please review all information on the lease documents, especially page 2 which has all of the specified location and ownership information. Please strike through and write in any corrections, and be sure to have the appropriate official initial any changes. Fill in boxes 12 through 15 and the official would sign in box 14. They will also need to initial all other pages of the lease, have the questions on form 3518A completed and then sign again in the box on the final page of the package.

[attachment "PO7R7P-HRDC2-QuickConnect-10152010-121804.pdf" deleted by Jamie R. Duran/7P/R07/GSA/GOV]

Please feel free to call me or the contracting officer with any questions or concerns (contact information listed below) and we are available by cellular telephone if needed over the weekend.

Thank you for your assistance on this project. I look forward to working with you next week to finalize the lease documents.
~Jamie Duran

Note: here is the bank routing information form, which we will need later in the week, but I wanted to get it over to you as we discussed. (I do not have the completed form in the last lease file).

[attachment "sf3881- ACH.pdf" deleted by Jamie R. Duran/7P/R07/GSA/GOV]

Jamie Duran
GSA Realty Specialist
Emergency Management & Security Branch
Office Ph: (new) 817-978-4444

Cellular Ph: (225)772-4168
Fax: (817)978-0700

David Waishes
GSA Contracting Officer
Emergency Management & Security Branch
Cell: 214-325-2867

2120681

Hidalgo County Judge

Rene A. Ramirez

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo on the 28th day of June – July 16, 2010, where there is imminent threat of widespread or severe damage, injury, or loss of life resulting from

Severe Rio Grande River Flooding as a result of residual water from Hurricane Alex

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to alleviate the suffering of people.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County pursuant to §418.018(a) of the Texas Government Code.

2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven (7) days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County.

3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.

5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 16th day of July, 2010.

Rene A. Ramirez
Hidalgo County Judge

Attest:

Arturo Guajardo, Jr.
Hidalgo County Clerk

P. O. Box 1356 • Edinburg, Texas 78540 • Phone (956) 318-2600 • Fax (956) 318-2699

AI-23620 **27.B.3.**

Requesting Approval of Architect's Supplemental No.12

CC REGULAR

Date:	10/26/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Sub-category:	Prct. 2

Information

CAPTION

Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No.12 (funded from the Allowance/contingency) in the amount of $57,823.30, to contractor D. Wilson Construction Co., in connection with the "Construction of New Pct.2 Administration Office & Other County Offices", C-09-037C-11-17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact - Funded through Allowance/Contigency

Attachments

Link: Architect Supplmental No.12

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 11:31 AM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:06 PM	APRV
3	Roland Garcia	Rolando Garcia	10/22/2010 02:28 PM	APRV
4	Auditor's Office	Linda Fong	10/22/2010 02:47 PM	APRV

Form Started By: Yolanda Cisneros Started On: 10/21/2010 02:01 PM

Final Approval Date: 10/22/2010

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:
New Offices for Hidalgo County Pct 2 and other County Offices
Pharr, Texas

OWNER *(Name and address)*:
Hidalgo County, 100 E. Cano,
Edinburg, Texas 78539

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba V·A Architecture, 2029 Industrial Drive, McAllen, Texas 78504

TO CONTRACTOR *(Name and address)*:
D.Wilson Construction Co., P.O. Box 3455, McAllen, Tx 78502-3455

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: 012

DATE OF ISSUANCE: 09/30/10

CONTRACT FOR: General Construction

CONTRACT DATE: 11/3/09

ARCHITECT'S PROJECT NUMBER: 08-1016A-E

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide all labor, materials, and equipment necessary for the civil engineering work (reviewed for accuracy by R. Gutiérrez Eng.) and noted in the attached breakdown by Wilson Construction to reconcile the quantitive differences between the existing conditions, as-built conditions, and various modifications made by the City of Pharr during construction. $57,823.30

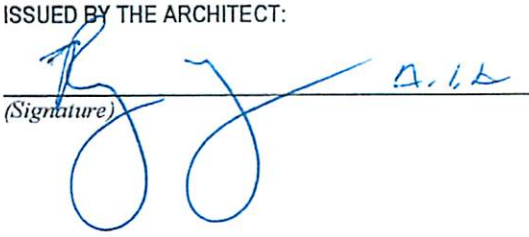
ALLOWANCE/ CONTINGENCY	ORIGINAL AMOUNT	NET CHANGE TO AMOUNT BY PREVIOUS ASI'S	BALANCE PRIOR TO THIS ASI	CHANGE TO AMT BY THIS ASI	NEW BALANCE
Landscaping Allowance	($150,000.00)	$6,646.00	($143,354.00)	$57,823.30	($85,530.70)
Betterment Allowance	($50,000.00)	$50,000.00	($0.00)	$0.00	$0.00
HVAC Contingency	($8,000.00)	$8,000.00	($0.00)	$0.00	$0.00
Plumbing Contingency	($8,000.00)	$8,0000.00	($0.00)	$0.00	$0.00
Electrical Contingency	($8,000.00)	$8,0000.00	($0.00)	$0.00	$0.00
Structural Contingency	($8,000.00)	$8,0000.00	($0.00)	$0.00	$0.00
Lawn Sprinkler Allowance	($5,000.00)	$0.00	($5,000.00)	$0.00	($5,000.00)
TOTALS	($237,000.00)	$37,396.00	($148,354.00)	$57,823.30	($90,530.70)

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User Notes: (1700934985)

ATTACHMENTS:
(Here insert listing of documents that support description.)

Betterment Expenditure Proposal #14 dated 9/27/10 and breakdown from D. Wilson Construction

ISSUED BY THE ARCHITECT:



(Signature)

Reynaldo Vargas, A.I.A., Architect/President, A.I.A.

(Printed name and title)

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User Notes:
(1782145618)

D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
Ph : (956)888-8573

Betterment Fund Expenditure

To: V A Architecture
710-B North 10Th Street
Mcallen, TX 78501

Number: 14
Date: 9/27/10
Job: 10-420 Hidalgo Co. Pct.2 Admin. Offic
Phone:

Description: Site Improvements - As Built Quantity Adjustments

We are pleased to offer the following specifications and pricing to make the following betterments:

See attached breakdown.

The total amount to provide this work is $57,823.30

If you have any questions, please contact me at .

Submitted by: D. Wilson Construction Co.

Approved by: _____

Date: _____

Cc: File

Hidalgo County Precinct Two DWC/RC 9-24

Drainage & Water System As Built Summary

Contract Scope W/as Built Quantities & Contract Unit Prices

18" RCP	424LF	3,597.00
24" RCP	336LF	13,115.70
15" ADS	985LF	9,104.40
18' ADS	391LF	8,925.20
Inlets Type C	7 ea	15,960.00
Conc. MH	2 ea	3,760.00
Inline Drainage Inlets	9 ea	13,950.00
Conc. Flumes	9 ea	2,520.00
Sub Total Total Drainage as Built Quantities		70,932.30
12 ADS Roof Drainage System Complete	1400LF	41,052.00
Sub Total All Drainage Systems Complete		111,984.30
Less Contract Scheduled Budget		(68,663.00)
Less Reduction in Water System Quantities		(5,432.00)
Additional Cost to Draw From Betterment		37,889.30
Hall Acres Rd Crossing Changes		
Water System As Required by City		15,534.00
Hall Acres Rd Temporary Paving	Pending	4,400.00
Total From Betterment for Site Improvements		57,823.30

AI-23619 **27.B.4.**

Request approval of Change Order No.2 for North Tower Road Crossing Drainage Improvement Project

CC REGULAR

Date:	10/26/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Sub-category:	Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 2 increase in of 18 calendar day with Total Commitment LLC(contracted vendor for “North Tower Road Crossing Drainage Improvement Project”) reflecting weather days, due to recent rains, ground conditions too wet to conduct work within the project area, with authority for County Judge to execute document.

BACKGROUND

Contract #C-10-032-02-16 PO #637386

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1339-431-00-122-050-0-733

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

BUDGETARY IMPACT:

*only calendar days have increased to a total of 155 calendar days. Contract Amount has not changed.

Attachments

Link: CO2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/22/2010 11:30 AM	APRV
2	Budget & Management	Sylvia Solis	10/22/2010 01:06 PM	APRV
3	Roland Garcia	Rolando Garcia	10/22/2010 01:59 PM	APRV
4	Auditor's Office	Linda Fong	10/22/2010 02:47 PM	APRV

Form Started By: Yolanda Cisneros Started On: 10/21/2010 01:36 PM

Final Approval Date: 10/22/2010

CHANGE ORDER NUMBER TWO (2)

Project: North Tower Road Crossing Drainage Improvement Project

DATE OF ISSUANCE: 10/12/2010 EFFECTIVE DATE: 9/24/2010

OWNER: Hidalgo County Precinct No. 2
OWNER'S CONTRACT NO: C-10-032-02-16

CONTRACTOR: Total Commitment LLC
11435 North Bryan Road
Mission, Texas 78573

ENGINEER: Raul E. Sesin, PE
Planning Administrator
Hidaldo County Planning Department
1304 South 25th Street
Edinburg, Texas 78539

You ar directed to make the following changes in the Contract Documents.

Description:
1. Request for Inclement Weather Days
2.
3.
4.
5.
6.

Reason for Change Order:
1. Due to recent rains, ground conditions are too wet to conduct work within the project area.
2.
3.
4.
5.
6.

Attachments: Correspondences from contractor requesting inclement weather days

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 90 calendar days calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 47 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 137 calendar days calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 18 calendar days calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. 0	Contract Time with all approved Change Orders Substantial Completion: 155 calendar days calendar days or dates

RECOMMENDED:
By: _____
Enigineer (Authorized Signature)
Date: 10/04/10

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature) Manager
Date: 10-21-10

Exhibit E-B

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111 FAX# (956) 519-7750

PEDRO GUTIERREZ JR.
MEMBER

NOTICE

9/08/2010

Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Tx 78539
(956) 318-2842

RE: Hidalgo County Precinct #2
Tower Road Crossing Drainage Improvements
C--10-032-02-16

Mr. Raul Sesin,

As per Mr. Agapito Vargas request to send requests for rain days more frequently, I am sending this request in for additional calendar days to be added to the project due to the heavy rains that have currently been causing flooding on the project. With the current hurricane "Hermin" that recently passed, from Friday (9/03/2010) through, Wednesday (9/08/2010), and all the current heavy rains that have fallen to date, I ask for 6-calendar days to be added and will keep you further posted on workable weather conditions being that the project is currently unworkable as I send this notice.

Pedro A. Gutierrez Jr. / Member

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111 FAX# (956) 519-7750

PEDRO GUTIERREZ JR.
MEMBER

NOTICE

9/13/2010

Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Tx 78539
(956) 318-2842

RE: Hidalgo County Precinct #2
Tower Road Crossing Drainage Improvements
C--10-032-02-16

Mr. Raul Sesin,

Good morning, I am requesting additional rain days for the Tower Road Crossing project due to the fact that the ground saturation was too high to man the project. I had a project manager go by the site and try to move machinery, but the ground was to soft and was giving way under the weight of the machinery. I want to claim three (3) additional rain days from Thursday (09/09/2010) through Saturday (09/11/2010). As of Friday the rain had stopped in the project area, but the ground took two additional days to dry out the moisture. Project is dry and currently being manned of this morning, Monday (09/13/2010).

Pedro A. Gutierrez Jr. / Member

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111 FAX# (956) 519-7750

PEDRO GUTIERREZ JR.
MEMBER

REQUEST

9/22/2010

Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Tx 78539
(956) 318-2842

RE: Hidalgo County Precinct #2
Tower Road Crossing Drainage Improvements
C--10-032-02-16

Mr. Raul Sesin,

Good morning, I am sending an update request for additional rain days for the recent rains we have been having. From Thursday (9-16-10) through Tuesday (9-21-10) we have had rain flooding the project. I am requesting 6 additional rain days, and will keep you informed on any additional days I will be needing for unworkable ground conditions or any future rains.

Thank you and God Bless,

Pedro A. Gutierrez Jr. / Member

TOTAL COMMITMENT, LLC

11435 N. BRYAN RD.
MISSION, TX 78573

OFFICE# (956) 519-7111 FAX# (956) 519-7750

PEDRO GUTIERREZ JR.
MEMBER

REQUEST

9/24/2010

Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Tx 78539
(956) 318-2842

RE: Hidalgo County Precinct #2
Tower Road Crossing Drainage Improvements
C--10-032-02-16

Mr. Raul Sesin,

Good morning, I am sending an update request for additional rain days for the recent rains we have been having. From Wednesday (9/22/2010) through Friday (9-24-2010) we have had scattered rains flooding the project and the ground is too saturated to move any equipment. I am requesting 3 additional rain days, and will keep you updated on any additional days I will be requesting for unworkable conditions.

Thank you and God Bless,

Pedro A. Gutierrez Jr. / Member

AI-23556 **27.C.1.**

Pct4-WA#6-QHA-C-08-477-12-09 (San Carlos Drainage Improvements Project)

CC REGULAR

Date:	10/26/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Prct. 4

Information

CAPTION

Acceptance and approval of Work Authoriztion #6 with a proposed fee of $ 170,100.00 with Quintanilla, Headley & Associates, Inc. for "San Carlos Drainage Improvement Projects":

a. North Branch Drain Extension:
1. from North San Carlos Estates to 2,000.0 feet East of Valverde Road;
2. from Kenyon Road East 1,400.0 feet;

b. Schunior Drain Crossings:
1. Tex-Mex Road West of 83rd Street;
2. Tex-Mex Road & 83rd Street;
3. Tex-Mex Road East of 83rd Street at School Entrance;

c. Tex-Mex Drain West Crossings:
1. North of Curry Road;
2. Curry Road, 3) South of Curry Road;

all located within Hidalgo County Precinct No. 4, through Contract #C-08-477-12-09.

BACKGROUND

WA#6-QHA-C-08-477-12-09

Pct 4- Memo Request

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1342-431-00-124-0XX-0-733

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

BUDGETARY IMPACT:

Funding available as of 8-22-10:

Program	Amount	WA Amt
049	138,686.29	117,600
051	72,500.00	41,600
053	15,000.00	10,900

Attachments

Link: WA#6-QHA-C-08-477-12-09

Link: Memo-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/21/2010 08:50 AM	APRV
2	Budget & Management	Sylvia Solis	10/21/2010 08:56 AM	APRV
3	Manuel Chapa	Manuel Chapa	10/22/2010 11:03 AM	APRV
4	Auditor's Office	Linda Fong	10/22/2010 02:47 PM	APRV

Form Started By: Letty Saenz Started On: 10/19/2010 04:02 PM

Final Approval Date: 10/22/2010

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

WORK AUTHORIZATION No. 6

THIS WORK AUTHORIZATION No. 6 is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization No.6 is for the **Engineer** to provide design for: **San Carlos Drainage Improvements: North Branch Drain Extension – 1) From North San Carlos Estates to 2,000.0 Feet East of Valverde Road, 2) From Kenyon Road East 1,400.0 Feet; Schunior Drain Crossings – 1) Tex-Mex Road West of 83rd Street, 2) Tex-Mex Road & 83rd Street, 3)Tex-Mex Road East of 83rd Street at School Entrance; Tex-Mex Drain West Crossings – 1) North of Curry Road, 2) Curry Road, 3) South of Curry Road**

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

PART 2. ESTIMATED COST

The estimated cost for services under this **Work Authorization No. 6** is **$ 170,100.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization No.6 shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.6 shall be funded through funding source:
Account No. 0-1342-431-00-124-053-0-733, 0-1342-431-00-124-051-0-733 & 0-1342-431-00-124-049-0-733
Requisition Number _____**(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization No.6 shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Work Authorization No.6 does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.,** as to content and detail of this **Work Authorization No. 6.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization No.6 is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____day of _____, 2010.

THE ENGINEER:
Quintanilla, Headley and Associates, Inc.

_____
By: Alfonso Quintanilla, P.E

THE OWNER:
Hidalgo County

_____
By: Rene Ramirez, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"- Service to be provided by the Engineer
ATTACHMENT "B"- Service to be provided by the Owner
ATTACHMENT "C"- Work Schedule
ATTACHMENT "D"- Engineering Hourly Rates
ATTACHMENT "E"- Cost Proposal (Fee Breakdown Schedule)

EXHIBIT "A"

Scope of services to be provided by the Engineer

Project: Hidalgo County Precinct No. 4
San Carlos Drainage Improvements
Contract No. C-08-477-12-09

Work Authorization No. 6

San Carlos Drainage Improvements:
North Branch Drain Extension – 1) From North San Carlos Estates to 2,000.0 Feet East of Valverde Road, 2) From Kenyon Road East 1,400.0 Feet; Schunior Drain Crossings – 1) Tex-Mex Road West of 83rd Street, 2) Tex-Mex Road & 83rd Street, 3) Tex-Mex Road East of 83rd Street at School Entrance; Tex-Mex Drain West Crossings – 1) North of Curry Road, 2) Curry Road, 3) South of Curry Road

1. Topographic surveying
2. Survey parcels and Metes & Bounds Descriptions
3. Engineering design
4. Preparation of plans.
5. Preparation of technical specifications.
6. Construction staking and prepare cut sheets.

EXHIBIT "B"

Scope of services to be provided by the Owner

Project: Hidalgo County Precinct No. 4
San Carlos Drainage Improvements
Contract No. C-08-477-12-09

Work Authorization No. 6

San Carlos Drainage Improvements:
North Branch Drain Extension – 1) From North San Carlos Estates to 2,000.0 Feet East of Valverde Road, 2) From Kenyon Road East 1,400.0 Feet; Schunior Drain Crossings – 1) Tex-Mex Road West of 83rd Street, 2) Tex-Mex Road & 83rd Street, 3) Tex-Mex Road East of 83rd Street at School Entrance; Tex-Mex Drain West Crossings – 1) North of Curry Road, 2) Curry Road, 3) South of Curry Road

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No. 4
San Carlos Drainage Improvements
Contract No. C-08-477-12-09

Work Authorization No. 6

San Carlos Drainage Improvements:
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The Engineer shall provide the deliverables for this project 60 days after the written notice to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No. 4
San Carlos Drainage Improvements
Contract No. C-08-477-12-09

Work Authorization No. 6

San Carlos Drainage Improvements:
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1. Licensed Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Cost Proposal (Fee Breakdown)

Project: Hidalgo County Precinct No. 4
San Carlos Drainage Improvements
Contract No. C-08-477-12-09

Work Authorization No. 6

San Carlos Drainage Improvements:
North Branch Drain Extension – 1) From North San Carlos Estates to 2,000.0 Feet East of Valverde Road, 2) From Kenyon Road East 1,400.0 Feet; Schunior Drain Crossings – 1) Tex-Mex Road West of 83rd Street, 2) Tex-Mex Road & 83rd Street, 3) Tex-Mex Road East of 83rd Street at School Entrance; Tex-Mex Drain West Crossings – 1) North of Curry Road, 2) Curry Road, 3) South of Curry Road

1.	Topographic survey, Survey Parcels and Engineering Design	-$ 144,600.00
2.	Construction Staking	-$ 25,500.00
3.	Engineering Fee	-$ 170,100.00

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: OCTOBER 13, 2010
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: WORK AUTHORIZATION #6
C-08-477-12-09

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING **WORK AUTHORIZATION NO. 6** IN THE AMOUNT OF **$170,100.00**FOR **QUINTANILLA, HEADLEY AND ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FISCAL IMPACT: ACCOUNTS:

0-1342-431-00-124-053-0-733	$ 10,900.00
0-1342-431-00-124-051-0-733	$ 41,600.00
0-1342-431-00-124-049-0-733	$117,600.00

NOTE: CURRENTLY FUNDING FOR THIS WORK AUTHORIZATION IS NOT IN PLACE, A PURCHASE ORDER CANCELATION REQUEST IN THE AMOUNT OF **$302,500.00** FOR PURCHASE ORDER **614261** HAS BEEN SUBMITTED INORDER TO COVER THESE PROJECTS.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE SPECIALIST

CC: COUNTY FILES