

AI-23662

6.D.

Claim of Cynthia Fizer

CC REGULAR

Date: 11/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Cynthia Fizer

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/26/2010 03:18 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Aida Alvarez
Started On: 10/26/2010 03:12 PM
Final Approval Date: 10/29/2010

AI-23664
Claim of AT&T
CC REGULAR

6.E.

Date: 11/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/26/2010 04:38 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Aida Alvarez
Started On: 10/26/2010 03:19 PM
Final Approval Date: 10/29/2010

AI-23666

6.F.

**Claim of Roel S. Guerra & Rafaela Nassar
CC REGULAR**

Date: 11/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Roel S. Guerra & Rafaela Nassar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/26/2010 04:38 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Aida Alvarez
Started On: 10/26/2010 03:23 PM
Final Approval Date: 10/29/2010

AI-23699

6.G.

**Civil No. 7:08-cv-217, USA v. 5.77 Acres of Land, more or less, situated in Hidalgo County, State of Texas, and Daniel E. Arnold, et al
CC REGULAR**

Date: 11/02/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Closed Session

Information

CAPTION

Civil No. 7:08-cv-217, USA v. 5.77 Acres of Land, more or less, situated in Hidalgo County, State of Texas, and Daniel E. Arnold, 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	10/28/2010 10:32 AM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Monica Badillo
Started On: 10/27/2010 04:28 PM
Final Approval Date: 10/29/2010

AI-23663

7.D.

Claim of Cynthia Fizer

CC REGULAR

Date: 11/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Cynthia Fizer

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/26/2010 03:18 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Aida Alvarez
Started On: 10/26/2010 03:13 PM
Final Approval Date: 10/29/2010

AI-23665
Claim of AT&T
CC REGULAR

7.E.

Date: 11/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/26/2010 04:38 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Aida Alvarez
Started On: 10/26/2010 03:20 PM
Final Approval Date: 10/29/2010

AI-23667

7.F.

**Claim of Roel S. Guerra & Rafaela Nassar
CC REGULAR**

Date: 11/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Roel S. Guerra & Rafaela Nassar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/26/2010 04:38 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Aida Alvarez			Started On: 10/26/2010 03:24 PM	
Final Approval Date: 10/29/2010				

AI-23700

7.G.

**Civil No. 7:08-cv-217, USA v. 5.77 Acres of Land, more or less, situated in Hidalgo County, State of Texas, and Daniel E. Arnold, et al
CC REGULAR**

Date: 11/02/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Open Session

Information

CAPTION

Civil No. 7:08-cv-217, USA v. 5.77 Acres of Land, more or less, situated in Hidalgo County, State of Texas, and Daniel E. Arnold, 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	10/28/2010 10:32 AM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Monica Badillo
Started On: 10/27/2010 04:29 PM
Final Approval Date: 10/29/2010

AI-23733

10.B.

**Fred Loya Tax Abatement
CC REGULAR**

Date: 11/02/2010
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of Amendment to Fred Loya Tax Abatement Agreement.

BACKGROUND

Fiscal Impact

Attachments

Link: [tax abatement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/29/2010 01:54 PM	APRV
2	Olga Garza	Olga Garza	10/29/2010 03:28 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Angela Garcia
Started On: 10/29/2010 01:33 PM
Final Approval Date: 10/29/2010

AMENDMENT
TO
TAX ABATEMENT AGREEMENT
BETWEEN
HIDALGO COUNTY
AND
FRED LOYA INSURANCE AGENCY, INC.

This amendment (the "Amendment") is by and between HIDALGO COUNTY, a political subdivision of the State of Texas (hereinafter referred to as the "County"), duly acting herein by and through its duly authorized representatives, pursuant to an Order dated November 2, 2010, by the Hidalgo County Commissioners Court (hereinafter referred to as the "Commissioners Court"), and FRED LOYA INSURANCE AGENCY, INC., a Delaware corporation (hereinafter referred to as the "Owner") and modifies that certain Tax Abatement Agreement (the "Agreement") between the County and the Owner entered into as of February 20, 2008.

WITNESSETH:

WHEREAS, on the 6th day of December, 2006, the County adopted Guidelines and Criteria for Granting Tax Abatements in Hidalgo County, Texas, (the "Guidelines and Criteria"); and

WHEREAS, on the 20th day February, 2008, the County adopted an Order (the "Order"), establishing a County Reinvestment Zone for commercial/industrial tax abatement (hereinafter the "Zone"), as authorized by the Property Redevelopment and Tax Abatement Act, Subchapter C, V.A.T.C., Texas Tax Code § 312.401 et seq., as amended (the "Act"); and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the County, the Commissioners Court deemed it to be in the best interest of the County to enter into the Agreement with Owner in accordance with said Order, Guidelines and Criteria and Act; and

WHEREAS, the Commissioners Court and the Owner entered into the Agreement; and

WHEREAS, Owner agreed in the Agreement to make certain Improvements to the Eligible Facilities, which Improvements were expected to result in the creation of a certain number of Jobs and an increase in the Property value ; and

WHEREAS, based on the expected Improvements and Job creation the County and the Owner anticipated the Owner would qualify for a 50% tax abatement during the Abatement Period on the increase in Property value; and.

WHEREAS, fewer Jobs have been created to date by the Project than originally expected, but the Owner expects to achieve the number of Jobs specified in the Agreement in the future; and

WHEREAS, the capital cost of the Project is higher than the minimum stipulated in the Agreement but the increase in appraised value does not currently reflect the entire amount of capital investment in the Project; and

WHEREAS, the economic climate since the execution of the Agreement may have contributed to both the lower than expected number of Jobs created to date and to the current appraised value of the Project; and

WHEREAS a dispute exists between the County and the Owner as to whether the Owner has qualified for the originally anticipated tax abatement; and

WHEREAS .in order to avoid litigation and to continue to contribute to the economic development of the County, the County desires to resolve the dispute with Owner; and

WHEREAS, it is in the best interests of the County to clarify the Agreement to resolve the dispute over the level of tax abatement applicable to the Owner by entering into this Amendment; and

WHEREAS, the Act allows for modification of tax abatement agreements;

NOW, THEREFORE, the County for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the attraction of major investment in the Zone and the expansion of primary employment which contributes to the economic development of the County and the avoidance of litigation), and the Owner for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged (which consideration includes the tax

abatement set forth herein, as authorized by the Act, and avoidance of litigation), do hereby contract, covenant and agree as follows:

1. **Definitions.** All terms defined in the Agreement shall have the meaning set forth therein unless otherwise defined herein.

2. **Method of Calculating Tax Abatement.** The parties agree that for the purpose of calculating the Owner's tax abatement under Section 3.05 of the Agreement, the applicable percentage of tax to be abated will be determined by the eligible capital cost of the Project and not by the increased in the appraised value of the Property. Except for the clarification set forth in the preceding sentence, this Amendment does not change the method of calculating the tax abatement under the Agreement, including that the applicable abatement percentage will then be applied to the increase in the appraised value in accordance with the Agreement and that the percentage of tax to be abatement may be subject to adjustment as provided therein.

3. **Current Level of Tax Abatement.** The Owner represents and warrants that the eligible capital cost of the Project was between \$5,000,000 and \$10,000,000. Pursuant to Section 3.05 of the Agreement as clarified above, the current level of tax abatement based on this capital cost is 50% of the eligible increase in eligible appraised value. The Owner agrees to provide the County documentation of the capital cost to the extent not previously provided by the Owner.

4. **Settlement of Dispute.** The parties agree that this Amendment resolves the dispute between them with respect to the calculation of the tax abatement pursuant to the Agreement. Each party shall bear such party's own legal and other expenses with respect to the dispute and this Amendment.

5. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the 2nd day of November, 2010, authorizing the County Judge to execute this Agreement on behalf of the County.

6. **Severability.** In the event any paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Amendment and the Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

7. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

8. **Ratification of Tax Abatement Agreement.** The Agreement, as modified hereby, is ratified and confirmed.

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this 2nd day of November, 2010.

FRED LOYA INSURANCE AGENCY, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: Rene Ramirez
Title: Hidalgo County Judge

ATTEST:

Name: Arturo Guajardo, Jr.
Title: Hidalgo County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-23680

10.C.

**Pronto Insurance Company Settlement Check
CC REGULAR**

Date: 11/02/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval to accept settlement check from Pronto Insurance Company in the amount of \$264.82 to settle auto accident with County vehicle. (Sheriff's Office)

BACKGROUND

DOL: 08/04/10

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

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-005-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Revenues from settlement check are to be receipted.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/27/2010 01:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/27/2010 01:28 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Aida Alvarez Started On: 10/27/2010 11:35 AM

Final Approval Date: 10/29/2010

AI-23669

10.D.

**Travelers Insurance Company Settlement Check
CC REGULAR**

Date: 11/02/2010
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 \$8,567.00 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

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/26/2010 04:39 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Aida Alvarez
Started On: 10/26/2010 03:29 PM
Final Approval Date: 10/29/2010

AI-23735

10.E.

**Certificate - IDEA Schools
CC REGULAR**

Date: 11/02/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Submitted For: Steve Crain
Department: EXECUTIVE OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of Certificate of County Judge of IDEA Public Schools Education Revenue Bonds Series 2010 A and Taxable Education Revenue Bonds Series 2010B

BACKGROUND

Fiscal Impact

Attachments

Link: [IDEA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/29/2010 04:24 PM	APRV
2	Roland Garcia	Rolando Garcia	10/29/2010 04:46 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Monica Badillo
Started On: 10/29/2010 03:27 PM

Final Approval Date: 10/29/2010

CERTIFICATE OF THE COUNTY JUDGE OF HIDALGO COUNTY, TEXAS
**(Education Revenue Bonds (IDEA Public Schools) Series 2010A
Taxable Education Revenue Bonds (IDEA Public Schools) Series 2010B)**

The undersigned County Judge of Hidalgo County, Texas, (the "County") hereby certifies with respect to the issuance by the San Juan Higher Education Finance Corporation (the "Corporation"), of its Education Revenue Bonds (IDEA Public Schools) Series 2010A and Taxable Education Revenue Bonds (IDEA Public Schools) Series 2010B (collectively, the "Bonds"), that:

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as **Exhibit A** to the attached Certificate of Public Hearing Officer, and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

Date: _____

County Judge, Hidalgo County, Texas

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

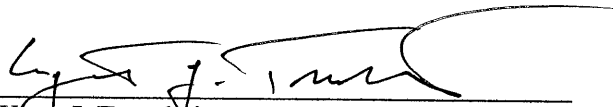
SAN JUAN HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS (IDEA PUBLIC SCHOOLS) SERIES 2010A
TAXABLE EDUCATION REVENUE BONDS (IDEA PUBLIC SCHOOLS) SERIES 2010B

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.
2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in The Texas Register, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 20th day of October, 2010.



Wyatt J. Trusheit
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

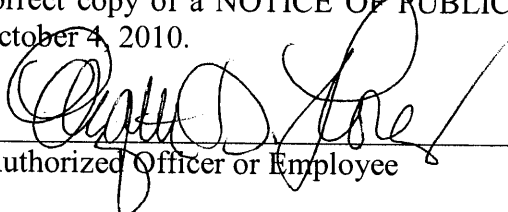
BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath deposed and said:

1. That this affiant is a duly authorized officer or employee of **THE MONITOR**, which is a newspaper published in Hidalgo County, Texas, and is of general circulation in Weslaco, Texas.

2. That said newspaper is a "newspaper" as defined by Section 2051.044, Texas Government Code, and as such:

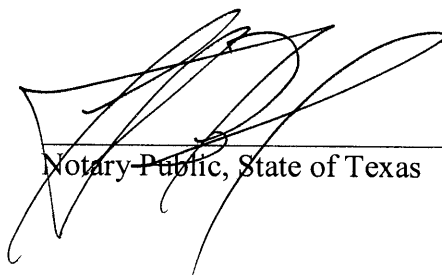
- (1) devotes not less than 25 percent of its total column lineage to general interest items;
- (2) is published at least once each week;
- (3) is entered as second-class postal matter in the county where published; and
- (4) has been published regularly and continuously for at least 12 months prior to publishing the notice referenced below.

3. That attached hereto is a true, full and correct copy of a NOTICE OF PUBLIC HEARING, which was published in said newspaper on October 4, 2010.

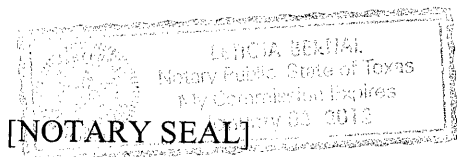


Authorized Officer or Employee

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6th day of October, 2010.



Notary Public, State of Texas



NOTICE OF PUBLIC HEARING

**SAN JUAN HIGHER EDUCATION FINANCE AUTHORITY
EDUCATION REVENUE BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2010A**

**SAN JUAN HIGHER EDUCATION FINANCE AUTHORITY
TAXABLE EDUCATION REVENUE BONDS
(IDEA PUBLIC SCHOOLS)
SERIES 2010B**

Notice is hereby given of a public hearing to be held on behalf of the San Juan Higher Education Finance Authority on October 20, 2010, at 5:00 p.m., at 505 Ayellita Drive, Suite 9, Weslaco, Texas 78596, with respect to the captioned Series 2010A Bonds and Series 2010B Bonds to be issued in an aggregate principal amount not to exceed \$40,000,000 by the San Juan Higher Education Finance Authority (the "Corporation"). The proceeds of the Bonds will be loaned to IDEA Public Schools, a Texas nonprofit corporation (the "Borrower"), for the following purposes: (a) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, located at 327 E. SH 495, Alamo, Texas 78516; (b) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, located at 600 E. Las Milpas Rd., Pharr, Texas 78577; (c) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, located at 14001 N. Rooth Rd., Edinburg, Texas 78541; (d) financing and reimbursing certain costs for the construction, renovation and/or equipment of educational facilities, located at 400 North Virgen de San Juan Blvd., San Juan, Texas 78589; (e) financing and reimbursing certain costs for the acquisition, construction, renovation and/or equipment of real property and educational facilities, located at the northwest, southwest and southeast corners of Cullen Street and Roegiers Road in Edinburg, Texas; (f) financing and reimbursing certain costs for the acquisition, construction, renovation and/or equipment of real property and educational facilities, located at 2931 E. Sugarcane Drive, Weslaco, Texas 78596; (g) funding a debt service reserve fund or the purchase of a Reserve Fund Surety Policy and capitalized interest; and (h) paying a portion of the costs of issuance of the Bonds. The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Wyatt J. Truscheit or his designee (the Hearing Officer). All interested persons are invited to attend such public hearing to express their views with respect to the above-described project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (713) 238-5040. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE ↗

Name of Attendee

Comment

1. _____

2. _____

3. _____

AI-23740

11.A.

**Appointment to the RMA
CC REGULAR**

Date: 11/02/2010
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Appointment of board member by Judge Rene A. Ramirez to the Hidalgo County 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	Angela Garcia	10/29/2010 05:01 PM	APRV
2	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Erika Reyna
Started On: 10/29/2010 04:52 PM
Final Approval Date: 10/29/2010

AI-23715

12.A.

FBI Overtime (1284)

CC REGULAR

Date: 11/02/2010
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Sheriff's Office - FBI Overtime (1284):

1. Approval to accept overtime funding from the Federal Bureau of Investigation (FBI) for \$17,202.25 each for two officers, totaling \$34,404.50.
2. Approval of Certification of Revenues as certified by the County Auditors for the FBI agreement for overtime.
3. Approval of budget amendment for the FBI overtime in the amount of \$34,404.50.

BACKGROUND

Pursuant to the Memorandum of Understanding and Cost Reimbursement Agreement between the Federal Bureau of Investigation (FBI) and the Hidalgo County Sheriff's Office. Approval was granted by Commissioners' Court on 02/24/09 (AI#14062).

The agreements remain in effect during the agency's participation in the task force, unless terminated by mutual agreement of the parties.

Overtime funding ends 09/30/11.

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1284-421-00-280-056-2-131

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$34,404.50 for FBI overtime. Funding is for period of 10/1/10 to 9/30/11.

Revenue account# 0-1284-331-10-280-056-2-000 - FBI overtime.

Fringe benefits expenses relating to the overtime hours are to be charged to the Sheriff's Office Budget (Account Number 0-1100-421-00-280-001-0-XXX Funds from lapsed fringe benefits)

Attachments

Link: [FBI.OT.notice](#)

Link: [budget amendment](#)

Link: [cert. of revenues](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	10/28/2010 01:00 PM	APRV
2	Budget & Management	Sylvia Solis	10/28/2010 01:46 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/28/2010 04:12 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	10/29/2010 09:41 AM	APRV
5	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Emilia Uriegas

Started On: 10/28/2010 12:15 PM

Final Approval Date: 10/29/2010



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

1200 N. McColl
McAllen, Texas 78501
(956) 984-6300

October 26, 2010

RE: 2011 Overtime Reimbursement

Dear Sirs:

Attached is the monthly (\$1,433.52) and annual maximum (\$17,202.25) overtime reimbursement limits for participating officers in the Rio Grande Valley Safe Streets Task Force. These limits apply to each law enforcement officer assigned full-time to the task force. Currently, the Hidalgo County Sheriff's Office has two deputies assigned to the task force, Joshua Kaltenbach and David Garcia. They are each eligible for overtime reimbursement up to the fiscal year 2011 limits. These limits will apply until September 30, 2011. A new "Notice of Limits" will be issued for the fiscal year 2012, prior to October 1, 2011.

If you have any question regarding this matter please contact me.

Sincerely

Daniel D. Snow
Acting Supervisory Special Agent

McAllen Resident Agency
(956) 984-6335

NOTICE OF LIMITS

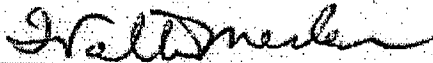
FOR

FY 2011 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA, and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2011**, the maximum limits for reimbursements under these CRAs are **\$1,433.52** per month and **\$17,202.25** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2010.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.



Walter V. Meslar
Head of Contracting Activity
Federal Bureau of Investigation

6-3-10

Date

DATE: October 28, 2010
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 0-1284-421-00-280-056-2-131 FBI--Overtime

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
0-1284-421-00-280-056-2-131	Overtime Pay	34,404.50

	TOTAL APPROPRIATIONS	<u><u>34,404.50</u></u>
0-1284-331-11-280-056-2-000	Federal Bureau of Investigation (FBI)	<u>34,404.50</u>
	TOTAL REVENUES	<u><u>34,404.50</u></u>

REASON: To appropriate budget for FY2011 overtime funding provided by the Federal Bureau of Investigation (FBI) for two (2) officers. The funding will terminate 09/30/11.

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

 DEPARTMENT HEAD SIGNATURE

_____ / / _____
 DATE

 APPROVED COMMISSIONERS' COURT

 ATTEST COUNTY CLERK

COUNTY *of* HIDALGO



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

EDINBURG, TEXAS 78539

November 1, 2010

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

RE: Certification of Revenue

Dear Judge and Commissioners:

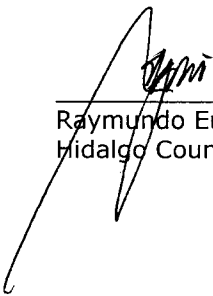
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Department of Justice – Federal Bureau of Investigation. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$34,404.50	2011 Overtime Reimbursement

CERTIFIED BY:



Raymundo Eufrazio, CPA
Hidalgo County Auditor

11/1/10

Date

HIDALGO COUNTY DISTRICT JUDGES

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



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to
File No.

1200 N. McColl
McAllen, Texas 78501
(956) 984-6300

October 26, 2010

RE: 2011 Overtime Reimbursement

Dear Sirs:

Attached is the monthly (\$1,433.52) and annual maximum ~~(\$17,202.25) overtime reimbursement limits for participating~~ officers in the Rio Grande Valley Safe Streets Task Force. These limits apply to each law enforcement officer assigned full-time to the task force. Currently, the Hidalgo County Sheriff's Office has two deputies assigned to the task force, Joshua Kaltenbach and David Garcia. They are each eligible for overtime reimbursement up to the fiscal year 2011 limits. These limits will apply until September 30, 2011. A new "Notice of Limits" will be issued for the fiscal year 2012, prior to October 1, 2011.

If you have any question regarding this matter please contact me.

Sincerely

Daniel D. Snow
Acting Supervisory Special Agent

McAllen Resident Agency
(956) 984-6335

NOTICE OF LIMITS

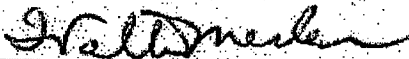
FOR

FY 2011 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned full-time to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For Fiscal Year 2011, the maximum limits for reimbursements under these CRAs are \$1,433.52 per month and \$17,202.25 per year for each officer assigned full-time to the task force. These limits are effective for overtime worked on or after October 1, 2010.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.



Walter V. Meslar
Head of Contracting Activity
Federal Bureau of Investigation

6-3-10

Date

Linda Fong

From: Becky Luna [becky.luna@auditor.co.hidalgo.tx.us]
Sent: Monday, November 01, 2010 9:07 AM
To: Linda Fong
Subject: FBI Overtime Funding - CERTIFICATION OF REVENUE - SHERIFF'S DEPT - Oct 2010 to Sept 2011
Attachments: image005.jpg; image006.png; 23715_FBI%20OT%20HRS..pdf; 23715_Copy of 23715_BUDGET AMEND-1.xls; 14062_MOU FBI.pdf

Linda,

A Certification of Revenue in the amount of (\$17,202.25 x 2) \$34,404.50 is being requested;

The Sheriff's Dept. currently has a budget that was appropriated on 10/13/09 and 06/29/10 in the amount of \$16,903.25 each, budgeted for two positions which ended on September 30, 2010 (see image of SAGE account below); the FBI, has allowed for those two position from October 1, 2010 to September 30, 2011. See letter dated October 26, 2010 from the FBI. (see attachment).

Memo of Understanding was approved on 02/24/09.

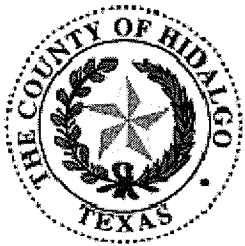
The screenshot shows a software window titled 'Account Inquiry - FAINQ01A' with a menu bar (File, Edit, Query, Record, Window, Help) and a toolbar. The window displays account information for 'FBI REVENUES' and a table with the following data:

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	00	14,409.46	.00	.00	14,409.46
04	00	.00	.00	1,326.36	13,083.11
05	00	.00	.00	1,386.64	11,696.47
06	00	16,903.25	.00	241.18	28,358.56
07	00	.00	.00	663.18	27,695.38
08	00	.00	.00	1,219.68	26,475.70
09	00	.00	.00	1,820.33	24,655.37
10	00	.00	.00	541.48	24,113.89
YTD	00	31,312.71	.00	7,198.82	24,113.89
PRE	00	.00	.00	.00	.00
TOT	00	31,312.71	.00	7,198.82	24,113.89

At the bottom of the window, there is a status bar with the text: 'Enter value for: ACCOUNT_NO', 'Record: 1/1', and '<ESC> <DBG>'.

Becky Luna

Becky Luna
Director of Accounting
Hidalgo County Auditor's Office
2808 South Business Highway 281
Edinburg, TX 78539-6243
Phone: (956) 318-2511 ext. 4669
Fax: (956) 318-2577
becky.luna@auditor.co.hidalgo.tx.us



**Resolution for approval to apply for Veteran's Court
CC REGULAR**

Date: 11/02/2010
Submitted By: Rodolfo Perez, ADULT PROBATION
Submitted For: Rodolfo Perez
Department: ADULT PROBATION
Sub-category: Adult Probation

Information

CAPTION

Approval of Resolution to apply for a Veteran's Court in Hidalgo County.

BACKGROUND

The Department of Justice (2002) advises that over 9 % of people incarcerated are Veterans, and that over 90,000 are released from jail annually. In addition, the Bureau of Justice Statistics' Special Report: Veterans in Prison and Jail (2000) estimates that 25 % of Veterans incarcerated in local jails suffer from mental illness. The Rio Grande Valley is home to over 46,000 Veterans*. Hidalgo County is home to over 27,000 Veterans*. Furthermore, over 5,000 Veterans are expected to return home to Hidalgo County between July and August 2010. Moreover, Veterans in the Rio Grande Valley report to have a higher disability rate than non veterans.

Resources in Hidalgo County are very limited to Veterans. In addition, because there a number of returning Veterans who suffer from post-traumatic stress disorder (PTSD), which can manifest into criminal behavior, such as domestic violence, assaultive behavior and substance abuse, there is a need to address their needs. Furthermore, a Veteran's Court in Hidalgo County would assist Veterans in participating in this pretrial program that would assist them in receiving treatment with their combat-related mental health issues, as well as not hindering them with a criminal conviction that would adversely affect their ability to get a job, housing and provide for their families. The Hidalgo County Veteran's Court aims to serve adult offenders each year of operation. Moreover, the Court would bring to the Hidalgo County community a greater awareness of the advantages of non adversarial, supportive treatment interventions in order to deal with the significant issues that Veteran's have to cope with in everyday life.

*2006 American Community Survey

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact at this time.

No Cash Match

Attachments

Link: RESOLUTION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/13/2010 10:04 AM	APRV
2	Sylvia Solis	Sylvia Solis	10/29/2010 04:34 PM	APRV
3	Auditor's Office	Angela Garcia	10/29/2010 05:07 PM	APRV

Form Started By: Rodolfo Perez

Started On: 10/12/2010 03:07
PM

Final Approval Date: 10/29/2010

Hidalgo County Veteran's Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County that the Hidalgo County Veteran's Court be operated for the 2011 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Veteran's Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved 2nd day of November, 2010

Grant Number: 2431501

AI-23704

14.B.

**Proclamation - Diabetes Awareness Month Proclamation
CC REGULAR**

Date: 11/02/2010
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Eddie Olivarez
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

Proclamation regarding Hidalgo County Diabetes Awareness Month.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Link: [Proclamation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/28/2010 10:37 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/28/2010 03:32 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Josie Escalante Started On: 10/28/2010 07:59 AM
Final Approval Date: 10/29/2010

PROCLAMATION

WHEREAS, November of every year is National Diabetes Awareness Month; and

WHEREAS, according to the American Diabetes Association, nearly 24 million children and adults in the US are living with diabetes; and

WHEREAS, every 20 seconds, someone is newly diagnosed with diabetes – that's more than 4,300 students, friends, neighbors, co-workers or family members every day; and

WHEREAS, if current trends continue, 1 of every 2 Hispanic children born today will face a lifetime with diabetes; and

WHEREAS, having diabetes increases a person's risk of nerve damage, amputation, heart disease, stroke, blindness and kidney failure if not properly controlled; and

WHEREAS, Hidalgo County's rates are double the statewide average of hospital admissions for long-term diabetes complications, reported by the Texas Department of State Health Services; and

WHEREAS, the financial and physical costs of living with diabetes and its related complications are extremely overwhelming to the diabetic and their families; and

WHEREAS, Type 2 Diabetes, with proper nutrition, exercise and lifestyle choices, is a preventable disease; and

WHEREAS, early detection of diabetes allows for more successful treatment outcomes; and

WHEREAS, diabetes awareness education about prevention, detection and treatment methods is essential to combating the prevalence of this debilitating disease in Hidalgo County; and

Now, therefore, the Hidalgo County Commissioners Court does hereby PROCLAIM, that November 2010 is Hidalgo County Diabetes Awareness Month, and encourages all residents and employees to incorporate diabetes awareness, prevention and detection practices into daily family activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 2nd day of November, 2010.

RENE A. RAMIREZ
County Judge

A.C. CUELLAR
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

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

Attest:

ARTURO GUAJARDO, JR.
County Clerk

**Rescind award of bid & contract - Disaster Recovery Program
CC REGULAR**

Date: 11/02/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Maribel Cordova
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The CDBG Disaster Recovery Program is requesting approval to rescind award of bid and approval of contract with Reyna Homes, LLC for the demolition and reconstruction for:

- 1. (1) Unit in the City of Edcouch and one (1) unit in the City of San Juan in the amount of \$103,200.00.

BACKGROUND

Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 8, 2010, whereby Reyna Homes was the lowest bidder for Marta Melgoza and Edmundo Salazar family. However, due to the Contractors' inability to obtain and provide performance bonds (a program requirement), the UCP Home Division is requesting cancellation of bids.

Fiscal Impact

Attachments

Link: [agenda court approval](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/27/2010 04:04 PM	APRV
2	Perla Lopez	Perla Lopez	10/28/2010 01:39 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Estella Webber			Started On: 10/27/2010 03:29 PM	
Final Approval Date: 10/29/2010				

22942

**URBAN COUNTY
PROGRAM**
**Hidalgo County Commissioner's Court
Consent Request Form**

Date: September 14, 2010

Meeting Date Request: September 21, 2010

Deadline for Action: A.S.A.P.

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME PROGRAM

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director 

AGENDA:

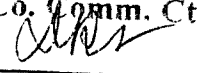
The CDBG Disaster Recovery Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

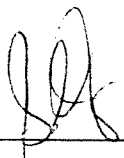

1. (1) unit in the City of Edcouch and (1) in the City of San Juan in the amount of \$103,200.00 to Reyna Homes, LLC.
2. (1) unit in the City of Elsa in the amount of \$54,374.00 to CRG Homes.

STAFF COMMENTS & RECOMMENDATION:

These families were approved to receive assistance under the CDBG Disaster Recovery Program by the County Commissioners' Court on April 20, 2010 & May 11, 2010. Bid was received and opened at the Hidalgo County Purchasing Department on Wednesday, September 8, 2010.

*All families residing in Hidalgo County affected by Hurricane Dolly are eligible for assistance through the Disaster Recovery Program.

APPROVED Co. Comm. Ct.
DATE 9-21-10 

Approval is recommended by staff: HOME Manager  Finance 

Please initial for approval: Legal Council _____ Budget _____ Human Resources _____

i./ Fund No: _____ Amt. Expended: \$ _____ Funds/ Staffing Budgeted: Yes _____ No _____

Amount Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action Taken by Commissioners' Court: Approved _____ Tabled _____ Denied _____ Motion made by _____ Vote _____

Award of bids & approval of contracts

CC REGULAR

Date: 11/02/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Maribel Cordova
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The CDBG Disaster Recovery Program is requesting the award of bids and approval of contracts with the second lowest bidders (G & G Contractors) and (CRG Homes) for the demolition and reconstruction for the following families:

1. (1) Unit in the City of Edcouch (Marta Melgoza) in the amount of \$50,440.00 to G & G Contractors.
2. (1) Unit in the City of San Juan (Edmundo Salazar) in the amount of \$56,438.00 to CRG Homes.

BACKGROUND

These families were approved to receive assistance under the CDBG Disaster Recovery Program by the County Commissioners' Court on April 20, 2010 & May 11, 2010. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, September 8, 2010.

*The second lowest bidder is recommended for award due to Reyna Homes inability to obtain and provide performance bonds.

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize CDBG Disaster Recovery Program funds for the demolition & reconstruction of the approved families.

Attachments

Link: [bid tabulation sheet](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/27/2010 04:04 PM	APRV
2	Perla Lopez	Perla Lopez	10/29/2010 09:10 AM	APRV

3 Auditor's Office

10/29/2010 05:07 PM NEW

Form Started By: Estella Webber

Started On: 10/27/2010 03:52
PM

Final Approval Date: 10/29/2010

**Award of bids & contracts - Disaster Recovery Program
CC REGULAR**

Date: 11/02/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Maribel Cordova
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The CDBG Disaster Recovery Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

- 1. (1) Applicant in the County Wide, (1) City of Edcouch and (1) in the City of Donna in the amount of \$146,030.00 to G&G Contractors.

BACKGROUND

These families were approved to receive assistance under the CDBG Disaster Recovery Program by the County Commissioner's Court on March 16, 2010 & May 11, 2010. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, October 20, 2010.

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize CDBG Disaster Recovery Program funds for the demolition & reconstruction of the approved families.

Attachments

Link: [bid tabs](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/28/2010 10:33 AM	APRV
2	Perla Lopez	Perla Lopez	10/29/2010 09:10 AM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Estella Webber			Started On: 10/27/2010 04:03 PM	
Final Approval Date: 10/29/2010				

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: October 20, 2010

Bid Opening Time: 9:30 am

Description of Bid: The demolition and reconstruction of One (1) unit in the city of Edcouch, One (1) unit in the city of Donna, and One (1) unit in the Edinburg county wide area funded by Disaster Recovery.

GRANT#: DRP-70090019-03-MG

QUALITY INVESTMENTS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	A. SERNA	\$44,669.00	CC INCLUDED
2	E. LOPEZ	\$52,773.00	
3	G. HINOJOSA	\$59,499.00	CC INCLUDED

ROLANDO'S GENERAL CONSTRUCTION			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	A. SERNA	\$43,000.00	CC INCLUDED
2	E. LOPEZ	NO BID	N/A
3	G. HINOJOSA	NO BID	N/A

G & G CONTRACTORS			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	A. SERNA	\$42,730.00	BB INCLUDED
2	E. LOPEZ	\$50,150.00	BB INCLUDED
3	G. HINOJOSA	\$53,150.00	BB INCLUDED

CRG HOMES			
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	A. SERNA	\$43,844.00	CC INCLUDED
2	E. LOPEZ	\$57,714.00	CC INCLUDED
3	G. HINOJOSA	\$54,268.00	CC INCLUDED

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

AI-23712

15.D.

Street Improvements / City of Penitas

CC REGULAR

Date: 11/02/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Diana Serna
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval of a Disbursement Agreement for the City of Penitas Street Improvements, Project No. 5008/09-60-0311-5000-6000 as requested by the Contractor who was awarded the project.

BACKGROUND

The Contractor and Surety Company have agreed to and requested the Disbursement Agreement.

Fiscal Impact

Attachments

Link: [agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/28/2010 04:44 PM	APRV
2	Perla Lopez	Perla Lopez	10/29/2010 08:32 AM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Estella Webber			Started On: 10/28/2010 11:18 AM	
Final Approval Date: 10/29/2010				

DISBURSEMENT AGREEMENT

This AGREEMENT is entered into on **October 27, 2010**, by and between **Total Commitment, LLC** (hereinafter referred to as "Contractor"), with its principal place of business located at **11435 Bryan Road, Mission, Texas 78573** and **Aacon, Inc.** (hereinafter referred to as "Disbursement Agent"), with its principal place of business located at **624 West University Dr., PMB #238, Denton, TX 76201-1889**.

The Parties acknowledge that the purpose of this Agreement is to provide disbursing authority and agent for and on behalf of the Contractor so as to provide the Contractor with an appropriate and applicable basis to obtain surety bonding from **Insurors Indemnity Company** (hereinafter "Surety"), and so as to assure the proper and full payment of the Contractor pursuant to its obligations to both the Owner and the Surety. In no event, however, shall the Disbursing Agent be deemed an indemnitor of the Contractor, as the Disbursing Agent shall act only with respect to the receipt and disbursement of monies received pursuant to the Prime Contract, and for no other purpose or reason.

This Agreement shall remain in full force and effect during the term of the Contract between the Owner and Contractor. The Contractor understands and acknowledges in the event of earlier termination of the terms and conditions of this Agreement, the Surety must be notified in writing immediately thereof and may cause the provisions of its indemnity agreement with Surety to be immediately invoked and enforced, at the sole discretion of the Surety.

The Disbursing Agent may at any time terminate its responsibility to the Principal or its successor by giving thirty (30) days written notice via registered or certified mail to the Principal and to the Surety at their last known addresses. However, immediately upon written request, the Disbursing Agent shall surrender all funds and records pertaining to the described project to the Surety or a third party designated by the Surety.

1. On **September 28, 2010**, Contractor and **Hidalgo County, Texas, joined by the City of Penitas, Texas** ("Owner") entered into a contract ("Contract") for the construction and/or improvement described as: **City of Penitas Street Improvements, Project No.: 5008/09-60-0311-5000-6000** (the "Project"). The Contract price is **\$357,792.50**. The Project must be constructed in accordance with the Contract and certain plans, specifications and other documents incorporated into the plans and specifications (collectively "Contract Documents").
2. As required by the Contract, Contractor as Principal has executed or will execute payment and performance bonds ("Surety Bonds") provided by **Insurors Indemnity Company** ("Surety").
3. Contractor represents that it is a properly licensed contractor and has all licenses and permits required or necessary to construct the Project.
4. Contractor desires that Disbursement Agent monitor the disbursement of all monies paid by Owner to Contractor for or on account of Project ("Contract Funds").
5. Disbursement Account

5.1 Contractor agrees that Disbursement Agent will open a commercial checking account at **JP Morgan Chase Bank, N.A., Denton North Branch #00435, Denton, Texas**, Account No. **890145436**, styled in the form;

Aacon, Inc., Disbursement Agent For **Total Commitment, LLC – City of Penitas**, the ("Disbursement Account"). All contract funds, including retainages, change orders, interest, modifications and claims proceeds received from the Owner, or forwarded by the Contractor, shall be deposited into this account. The Disbursement Agent will be the sole signatory on the Disbursement Account. The Disbursement Account will be used solely for deposit of Contract Funds and payment of just bills incurred by or on behalf of Contractor in connection with construction of the Project. Contractor shall not borrow funds against the Disbursement Account or the Project, nor shall it pledge the Disbursement Account as collateral against any loan, indebtedness or obligation.

5.2 Contractor agrees that it has assigned all contract funds to Aacon, Inc, for deposit into the Disbursement Account, and Contractor shall cause or direct the Owner to make all payments due under the Contract directly to Disbursement Agent for deposit into the Disbursement Account in the form of the Irrevocable Directive of Draw Proceeds form; attached hereto as Exhibit A. Owner's signing of the Exhibit "A" document will be construed as evidence that Contractor has revealed to the Owner the general content of this AGREEMENT, and Owner's signature on the Exhibit "A" document shall not relieve the Contractor from the Contractor's obligation to deliver, or cause to be delivered, all payments due under the Contract to the Disbursement Agent for deposit into the Disbursement Account.

5.3 Concurrently with the Execution of this AGREEMENT, Contractor shall deposit with **JP Morgan Chase Bank, N.A., Denton North Branch #00435, Denton, Texas**, into the Disbursement Account, Account No. **890145436**, the sum of \$500.00 in cash, for the purpose of opening the account. This sum will be held, used and disbursed under the same terms and provisions provided in this AGREEMENT. Any surplus funds that might be left after disbursement under Article 7, and after disbursement of Contractor's monthly fee draw under Paragraph 7.7 shall remain and accumulate in the Disbursement account until the Owner, or its representative, has issued a "Letter of Acceptance", or its equivalent, all bills have been paid for the Project, and/or Surety gives its written consent to release the funds. In the event of a default pursuant to Article 9 herein, any and all surplus funds shall not be released to Contractor unless and until Surety has given its written consent thereto.

6. Contractor's Responsibilities

6.1 Contractor shall furnish to Disbursement Agent a signed copy of the Contract, all Contract Documents, Contractor's original Bid Estimate, a detailed cost breakdown including the names of all anticipated subcontractors and material suppliers/vendors, including the amounts of their contracts, and an estimate of the Contractor's anticipated profit or fee; and, if requested in writing by the Disbursement Agent, Contractor shall furnish copies of all subcontracts and major purchase orders, a copy of Contractor's certificate of insurance, a construction schedule and all other items for which Disbursement Agent determines are necessary to process payments to be made by Disbursement Agent. Contractor further agrees to immediately notify Disbursement Agent of any change in said contract amounts or estimated costs and furnish the Disbursement Agent a copy of all Change Order Requests, all Change Orders, all Contract Modifications, and all Contract Directives.

6.2 Contractor shall furnish to the Disbursing Agent copies of any and all notices received by the Contractor pursuant to the applicable state's Construction Lien Law, little Miller Act, or if a federal project, the Miller Act or the Capehart Act, whichever is applicable, including any Notices to Contractor, Notices to Owner, Notices of Non-Payment or Claims of Lien or other statutory notices, and shall do so within seven (7) days of its receipt of any such notices or liens. Failure to furnish copies of notices to the Disbursing Agent shall be deemed a material breach of the Disbursement Agreement.

6.3 Contractor shall give notice to the Disbursing Agent of the existence of any disagreement or dispute between the Owner, the Contractor or any subcontractor, materialman or provider of labor or services to the Project.

6.4 At the request of the Disbursing Agent, the Contractor shall provide the Disbursement Account with such additional funds as may be necessary to fully pay all costs related to the contract between the Owner and Contractor. The Parties acknowledge that this paragraph is intended to avoid Disbursing Agent's lacking sufficient funds to pay current bona fide claims of potential lienors or claimants based on the unavailability of funds in the Contractor's Disbursement Account. The Contractor's failure to deposit required additional funds in the Disbursement Account hereunder shall be deemed a material default of this Agreement.

7. Disbursement of Funds

7.1 Contractor authorizes, instructs and directs Disbursement Agent to hold in the Disbursement Account all Contract Funds and to disburse Contract Funds as follows:

7.2 The Disbursement Agent agrees that it will release funds only upon the presentation by Contractor of fully executed vouchers, from which checks shall be made payable directly to the subcontractors and material suppliers/vendors who have supplied labor, materials, rental equipment, services, and/or incorporated equipment, and who are entitled to receive payment. Said vouchers shall list the total amount due each vendor and the amount to be deducted from each line item category on the cost breakdown that has been submitted to Disbursement Agent by Contractor. Each voucher shall be accompanied by delivery receipts and tickets, invoices, and/or any other similar supporting documentation requested by the Disbursement Agent for processing of the payment. No payments for labor, materials, equipment or services shall be authorized in excess of estimated costs as represented to Disbursement Agent, without prior consent of Disbursement Agent, and until labor, materials and/or equipment have been incorporated into the construction or consumed in the construction. The Contractor's fee shall be reduced to cover all costs in excess of estimated costs, unless the original estimated costs are revised upwards by signed Change Orders, Contract Modifications and/or Contract Directives.

Subcontractors and suppliers eligible for payment under this Paragraph include:

(1) Subcontractors performing a portion of the work required by the plans, specifications, or general conditions of the Project;

(2) Suppliers furnishing materials, services, or equipment to be incorporated into the Project, or necessary to complete the work required by the plans, specifications, and general conditions of the Project. Equipment includes equipment installed into the completed project or the rental of equipment necessary to complete the Project. Equipment shall not include the purchase of construction equipment, tools, code books, and/or clothing by the Contractor, or

(3) Subcontractors and/or vendors who are covered by the applicable bond lien law or public works statute(s).

Payments not included in subparagraphs (1) and (2) above are prohibited without the written consent of Surety.

7.3 The Disbursement Agent will make each disbursement check payable directly to the supplier and/or subcontractor to whom such payment is due per each voucher submitted to the Disbursement Agent by the Contractor.

7.4 The Disbursement Agent will also release funds to the Contractor in reimbursement of miscellaneous and C.O.D. materials, supplies and services (generally under \$1,000 per purchase), and direct job labor, all used to complete the Project upon presentation by the Contractor of fully executed vouchers listing the total amount due for materials, supplies, services and labor and the amount to be deducted from each line item category on the cost breakdown that has been submitted to Disbursement Agent by the Contractor. Further, it is agreed that each voucher shall be accompanied by paid invoices, delivery slips, canceled checks, time sheets, payroll ledgers, certified payrolls (if required by the Contract, and/or similar documentation as may be required by the Disbursement Agent. Labor eligible for reimbursement under this section shall include only direct labor employed at the job site required to complete the Project including job site supervision. No reimbursement is eligible for corporate officers' payroll or contractor's general, administrative or overhead labor, materials, supplies or services, except as provided in Paragraph 7.7 below.

7.5 Disbursement Agent shall reserve funds equivalent to the amount of liens or documented and potentially supportable claims or which Disbursement Agent is, or should be, aware that may be filed against the Project in connection with the Contract, plus a reasonable sum (not to exceed 25% of the lien or claim) for estimated legal costs and attorney's fees connected therewith.

7.6 Disbursement Agent shall withhold **zero percent (0%)** retainage from each payment, in addition to any amount being withheld by the Owner for retainage. This sum will be held as "collateral" per agreement with the Surety, and shall only be released to the Contractor upon the written consent of the Surety. Such withholding is in addition to any percentage that has been identified above as set aside for reserves. Surety must consent in writing before any retainage, collateral and/or reserve funds (per Article 7.5) may be released to the Contractor; however, any withholdings by the Disbursement Agent in addition to retainage, collateral and/or reserve funds may be released by the

Disbursement Agent to Contractor, or its subcontractors upon presentation of properly executed vouchers for payments under Paragraphs No. 7.2 or 7.4 above, or the Disbursement Agent's satisfaction of job completion and acceptance.

7.7 The Contractor will be paid its Contractor's Fee monthly, paid in the same proportion as the Contractor is paid by the Owner, not to exceed a total of \$_____ (less cost overruns) as proceeds are available in the Disbursement Account to cover Home Office Overhead and Fee. Disbursements to the Contractor under this Paragraph may be withheld by the Disbursement Agent until all documents required by this AGREEMENT have been furnished to the Disbursement Agent's satisfaction.

7.8 Disbursement Agent will obtain, and keep on file for inspection by all parties to this AGREEMENT and by Surety, appropriate releases from subcontractors, laborers, and material suppliers.

7.9 Disbursement Agent is expressly authorized, instructed and directed to disburse funds to itself for payment of its fee for services in accordance with Article 10 below.

7.10 In the event of default, either voluntary or involuntary, by Contractor of:

- (1) Its obligations under this AGREEMENT;
- (2) The Surety Bonds and/or any other agreement between Contractor and Surety; or
- (3) The Contract;

all funds then held in the Disbursement Account or which may thereafter come to be deposited in the Disbursement Account pursuant to this AGREEMENT, shall be disbursed only with the consent of Surety. Upon receipt of written demand from Surety, following a default of the Principal as defined in this Paragraph, the Principal consents to, agrees, and directs, instructs and authorizes the Disbursement Agent to release all contract funds held under this AGREEMENT to Surety.

7.11 Upon completion of the Project as evidenced by a letter of acceptance by the Owner and satisfaction of all liabilities related to or arising out of the Contract or this AGREEMENT, any funds remaining in the Disbursement Account and any funds that may be accrued by the Disbursement Account shall become the property of Contractor and will be paid within 30 days of receipt of the last payment by Owner, satisfaction of all contractual obligations and upon written consent of Surety.

7.12 Disbursement Agent is authorized to provide copies of the disbursement monthly summaries, and/or other information on the Disbursement services to Surety, if requested. This authorization shall not create any third party obligations or fiduciary duties between Disbursement Agent and Surety or any other third party.

7.13 In the event of a default as defined by Article 9 below, or if the potential for a default appears imminent, Disbursement Agent is expressly directed, instructed and authorized to provide notice to Surety.

8. Disbursement Agent's Responsibilities

8.1 Disbursement Agent accepts this assignment and undertakes to perform promptly, diligently and faithfully the duties set forth in Article 7 above, upon the condition, however, that its disbursement of funds upon the signed order of Contractor (or Contractor's duly authorized agent) shall, as to Disbursement Agent's duty to the Contractor, be conclusively deemed to be the exercise of due care.

In addition to the foregoing obligation, Disbursement Agent maintains at its principal place of business in Denton, Texas, adequate records of funds received and disbursed in connection with the Project and will permit inspection of these records at any reasonable time or times by Contractor or Surety, or the authorized agent of either of them. The Disbursement Agent has the right to change its principal place of business and will give notice, as soon as possible, if it changes its place of business to the Contractor, the Surety and to the Owner, if applicable.

8.2 Disbursement Agent agrees to maintain for the benefit of Contractor and Surety, a policy of insurance protecting Contractor and Surety from any errors and omissions on its part in performing its obligations pursuant to this AGREEMENT. Disbursement Agent will provide evidence of said coverage to both Contractor and Surety upon their written request(s).

8.3 Contractor and Disbursement Agent agree that in the event the Surety gives the Disbursing Agent directions with respect to the disbursement of Contract Funds, Disbursing Agent shall be obligated to follow such directions and such directions shall take precedence over any conflicting directions in this AGREEMENT or by the Contractor.

9. Default

9.1 There shall be deemed to have been a default under this AGREEMENT in the event of the occurrence of any of the following:

9.1.1 Failure of Contractor to perform any material obligation to be performed by Contractor in accordance with the Contract Documents or under this AGREEMENT;

9.1.2 Contractor's making of any untrue or misleading statement to Disbursement Agent as to any material fact for the purpose of causing Disbursement Agent to disburse Contract Funds or to take other action or to omit to take any action;

9.1.3 Failure of Contractor to use and apply within a reasonable time funds paid to the Disbursement Account for the purpose for which funds were paid;

9.1.4 Diversion to any other use of materials furnished, earmarked or obtained for use in this Project;

9.1.5 Contractor's making of an assignment for benefit of creditors, the appointment of a receiver for the Contractor or Contractor's property, or the insolvency of the Contractor;

9.1.6 Transfer, sale, conveyance or assignment by Contractor of Contract, or of this AGREEMENT, or of any rights, benefits or monies thereunder, except to persons entitled thereto by having furnished labor, materials, or services in the construction of the Project;

9.1.7 If Contractor is an individual, if Contractor dies or becomes incapacitated for any reason, thereby preventing Contractor from performing Contractor's obligations under this AGREEMENT, or if Contractor becomes a fugitive from justice or for any reason disappears and cannot be found immediately by Disbursement Agent by use of the usual methods;

9.1.8 Being defaulted by the Owner;

9.1.9 Breaking any agreement with the Surety.

10. Fee

10.1 For its customary services performed or to be performed pursuant to this AGREEMENT, Disbursement Agent shall be entitled to receive a fee of **\$3,577.93**. This fee shall conclusively be deemed earned by Disbursement Agent upon execution of this AGREEMENT, and paid as follows: **in the same proportion as the Contractor is paid by the Owner**. In the event of a default, any unpaid fee shall be paid in full. If the cost of the construction, including the cost of all alterations, deviations and extras, exceeds the sum of **\$357,792.50**, Disbursement Agent shall be entitled to receive an additional fee of **One Percent (1.0%)** of this excess cost.

10.2 Costs for checks, deposit slips, endorsement stamps, monthly bank service charges, reconciliation, accounting records sheets, and all other materials necessary or proper to establish the appropriate records for receipts and disbursements, along with shipment charges (Federal Express, UPS, Courier, Special Delivery, Etc.) for Disbursement packages, checks, documents, etc. are the sole responsibility of the Contractor and shall be paid by the Contractor from available funds in the Disbursement Account and reimbursed to Disbursement Agent immediately upon incurred cost.

10.3 If Disbursement Agent is required to perform extraordinary services, Contractor shall be liable to pay Disbursement Agent a reasonable sum for these services, and to reimburse Disbursement Agent for necessary expenses. If Disbursement Agent becomes a party to any default, claim, demand, arbitration or litigation arising out of labor or material lien claims involved in the Project or arising out of the Contract, Contractor shall be liable to pay to Disbursement Agent all of its attorneys' fees and legal costs and the amount of any settlement, judgment or other award rendered in connection with such action and these costs shall be considered Project Costs.

11. This AGREEMENT shall be construed according to the laws and statutes of the State of Texas, except for conflicts of Law questions, which will be construed according to the laws and statutes of the State of New York.

INITIALS _____(Contractor) AA (AACON)

Aacon, Inc. All Rights Reserved, Page 7

12. Venue under this AGREEMENT shall be in Denton County, Texas.
13. Any suit under this AGREEMENT must be filed within two (2) years and a day of this AGREEMENT being breached, the termination of this AGREEMENT, or the date on which the last check is issued per the terms of this AGREEMENT.
14. This AGREEMENT shall bind and inure to the benefit of the heirs, executors, administrators and successors in interest of the parties of the AGREEMENT.

The parties to this AGREEMENT have executed it on the day first written above.

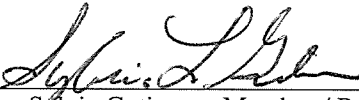
CONTRACTOR:	DISBURSEMENT AGENT:
Signed: 	Signed: <u>Arnold P. Acker</u>
By/Title: Sylvia Gutierrez, Member / President	By/Title: Arnold P. Acker, President & CEO
Company: Total Commitment, LLC	Aacon, Inc.
Address: 11435 Bryan Road	624 West University Dr., PMB #238
Mission, Texas 78573	Denton, Texas 76201-1889
Phone: 956-519-7111	Phone: 940-243-2143 (Patricia Young)
Fax: 956-	Fax: 940-387-2323 (Patricia Young)
Cell:	Cell #: 940-395-9222 (Arnold Acker)
Email: Totalcommitmentllc@yahoo.com	Email: arnold.acker@att.net
	Email: pat.young@charter.net

EXHIBIT A

TOTAL COMMITMENT, LLC
11435 Bryan Road
Mission, Texas 78573
Phone: 956-519-7111

IRREVOCABLE DIRECTIVE OF DRAW PROCEEDS

Insurors Indemnity Company ("Surety"), Contract Surety for TOTAL COMMITMENT, LLC, ("CONTRACTOR"), has required CONTRACTOR as a condition precedent to issuing its Payment and Performance bonds for the construction of a project known as: **City of Penitas Street Improvements, Project No.: 5008/09-60-0311-5000-6000**, to employ the services of a disbursement agent, Aacon, Inc. Aacon, Inc. is to be employed directly by CONTRACTOR and Aacon, Inc. is in no way a party to the agreement between the **Hidalgo County, Texas, joined by the City of Penitas, Texas** ("Owner") and CONTRACTOR.

The Disbursement Agreement between CONTRACTOR and Aacon, Inc. requires that the CONTRACTOR shall assign, per Article 9 of the Uniform Commercial Code and Chapter 9 of the Texas Business and Commerce Code, the Contract Proceeds only for the Project to Aacon, Inc. and the Owner shall direct or shall cause all contract funds, including, but not limited to retainage, interest, change orders, modifications or claim proceeds, if any, to be deposited into a Project Specific Disbursement Account that has been established by Aacon, Inc. for CONTRACTOR. **The Owner signing herein below irrevocably certifies that all payments made to CONTRACTOR for the construction described above shall be posted in the U.S. Mail, delivered by overnight mail, or hand delivered to:**

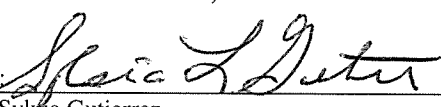
TOTAL COMMITMENT, LLC
C/O Aacon, Inc.
624 West University Dr., PMB #238
Denton, TX 76201-1889

Or wire transferred directly to the Project Specific Disbursement Account as follows:

Aacon, Inc., Disbursement Agent for TOTAL COMMITMENT, LLC
Account No. 890145436, JP MORGAN CHASE BANK.
ABA Routing No. 111000614, JP Morgan Chase Bank, N.A., Branch #00435
1200 West University Dr. Drive
Denton, Texas 76201

Aacon, Inc. has the right to change the address to which the funds are to be mailed, or to change the bank and/or account number to which the funds are to be deposited.

This certification is irrevocable by the Owner and can only be changed by written directive of CONTRACTOR with the written consent of the Chief Executive Officer or President of the Surety.

TOTAL COMMITMENT, LLC:	HIDALGO COUNTY, TEXAS, Joined By The City of Penitas, Texas:
Signed: 	Signed: _____ Date: _____
Print: Sylvia Gutierrez	Print: _____
Its: Member / President	Its: _____
	Phone/Fax: _____
	Email: _____

WAIVER AND RELEASE UPON PROGRESS PAYMENT

_____ ("Subcontractor/Vendor"), pursuant to an agreement with Total Commitment, LLC ("Contractor") supplied labor, materials, services, and/or equipment for the construction of a project (hereinafter "Project") known as **City of Penitas Street Improvements, Project No.: 5008/09-60-0311-500-6000**. Subcontractor/Vendor acknowledges that it has been paid _____ (\$_____) for the invoices described below, and Subcontractor/Vendor releases and discharges jointly and severally, Contractor for the Project, Hidalgo County, Texas, joined by the City of Penitas, Texas, as the Owner of the Project, and Insurors Indemnity Company, Bond No. XXXX, as the payment bond surety for the Project (collectively referred to as the "Released Parties"), of and from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action of any kind whatsoever, certain or uncertain, known or unknown covering invoice number(s) , or all invoices are paid through _____.

Subcontractor/Vendor warrants and represents that all of its subcontractors, suppliers, laborers, and lessors of construction equipment, which have supplied labor, equipment, services, and/or materials to Contractor and/or Owner in connection with the Project, have been and/or shall be paid in full. Further, Subcontractor/Vendor agrees to indemnify the Released Parties and hold them harmless from any and all claims, costs (including attorney's fees), liability, demands, liens, and/or causes of action which any of the Released Parties may incur as a result of Subcontractor's/Vendor's failure to pay any such subcontractors, suppliers, laborers, and/or lessors. Subcontractor/Vendor shall remain liable for, and the Released Parties do not assume, any warranty, product liability, or other obligation relating to labor or materials supplied by Subcontractor/Vendor to the Project.

Subcontractor/Vendor shall promptly release, or cause to be released, any liens or encumbrances it may have filed or claimed against the Project.

EXECUTED this the ___ day of _____, 20__.

Subcontractor/Vendor

By: _____

Title: _____

STATE OF _____ ⊃

⊃

COUNTY OF _____ ⊃

This instrument was acknowledged and sworn to and subscribed before me on this the ___ day of _____, 20__, by _____, the _____ of _____, a _____ or a corporation, on behalf of said firm or corporation.

Notary Public - State of _____

Signed: _____

Printed or Typed Name of Notary

My Commission Expires: _____

file: release – Subcontractor

AI-23730

16.A.

**Amend Interlocal Agreement - between Co.,Weslaco Econ. Corp, City of
Weslaco & DD 1
CC REGULAR**

Date: 11/02/2010
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE
Agenda Category: Precinct #1

Information

CAPTION

Discussion and Action to amend existing Interlocal Agreement by and between Hidalgo County, Weslaco Economic Corporation, City of Weslaco & Hidalgo County Drainage District No. 1 as it relates to drainage system improvements.

BACKGROUND

This item is also on the Drainage District Agenda.

Fiscal Impact

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/29/2010 01:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/29/2010 01:40 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Monica Badillo			Started On: 10/29/2010 10:56 AM	
Final Approval Date: 10/29/2010				



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

October 25, 2010

The Honorable A. C. Cuellar, Jr.
Hidalgo County Commissioner, Precinct 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

RE: Burial of Drainage Canal
SDI Weslaco Holdings Subdivision, Weslaco

Dear Commissioner Cuellar:

The Hidalgo County Drainage District buried the drainage canal in front of the J. C. Penney's development in Weslaco. However, a portion of the canal was left open.

The original plan was for the burial of the drainage canal from Wal-Mart east to Bridge Street. However, due to unforeseen circumstances, this did not happen. It is crucial for public safety and for the development that the canal burial take place.

My understanding is that SDI had provided an easement and that, in their portion of the area, roughly thirty-five feet of the canal was not buried. That area now is under construction, so it is crucial for this area to be covered up. The Olivo property also needs to be buried, provided that Olivo provides the District with an easement. If that does not happen, the SDI portion certainly needs to be covered.

Time is of the essence and I urge you to move on this matter as soon as possible. At the November 2 meeting of the Weslaco City Commission, the agenda will include an item to discuss an Interlocal Agreement with the District to get this work done.

As always, if anything is needed from the EDC, we stand ready to assist you if called upon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Herman Gonzalez'.

Herman Gonzalez
Executive Director

HG:mg

cc: Godfrey Garza, Hidalgo County Drainage District
Leo Olivares, City Manager, City of Weslaco
Bernard Rodriguez, Interim Planning Director, City of Weslaco

305 West Railroad Street, Weslaco, Texas 78596
(956)969-0838 • (956)969-8611 fax
www.weslacodc.com

City of Weslaco

"The City on the Grow"



Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Robert J. Garza, Commissioner, District 1
Rene Rodriguez, Jr., Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

October 20, 2010

The Honorable A.C. Cuellar, Jr.
Hidalgo County Commissioner Precinct 1
1902 Joe Stephens Ave.
Weslaco, TX 78596

Re: Drain Ditch Improvements
Highway 83 & Bridge Street
Weslaco, Texas

Dear Commissioner Cuellar:

The City of Weslaco previously requested the assistance of the County in completing the closure of the described drain ditch. I appeal to you now with some urgency, as the City and property owner collaborate to improve flood control, enhance public safety, and further economic development.

In the past, the Hidalgo County Drainage District Number One provided material and labor necessary to install storm sewer pipe in the open ditch that is located along the front of the site paralleling the freeway frontage road. The District did so in compliance with the District Board of Directors commitment in 1998. However, approximately 20 feet of open drain ditch exists on the proposed site; an additional 150 feet of open drain ditch exists from that point to Bridge Street.

Kindly consider providing the material and labor to fill the remaining 170 feet. I am happy to meet at your convenience in order to finalize the project.

Thank you.

Sincerely,


Miguel D. Wise
Mayor

**Appointment of Board Member to RMA
CC REGULAR**

Date: 11/02/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Commissioner Precinct No. 4
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

RMA:
Approval of appointment of board member by Commissioner Oscar L. Garza to the Hidalgo County Regional Mobility Authority (RMA).

BACKGROUND

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	10/28/2010 04:50 PM	APRV
2	Budget & Management	Sylvia Solis	10/29/2010 08:46 AM	APRV
3	Manuel Chapa	Angela Garcia	10/29/2010 02:09 PM	APRV
4	Dale Kennan	Dale Kennan	10/29/2010 03:47 PM	APRV
5	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Rosie Cantu			Started On: 10/28/2010 04:38 PM	
Final Approval Date: 10/29/2010				

**Phase III - Classification and Compensation Plan
CC REGULAR**

Date: 11/02/2010
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Status update on Phase III of the Hidalgo County Employee Classification and Compensation Plan Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No Budget Impact at this time.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/29/2010 04:26 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/29/2010 04:33 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Sergio Cruz			Started On: 10/29/2010 03:44 PM	
Final Approval Date: 10/29/2010				

AI-23738

18.B.

Jan. 2008 payment to Guardian Dental
CC REGULAR

Date: 11/02/2010
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to pay invoice/payment request from The Guardian Life Insurance Company of America in the amount of \$31,677.85 with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment payable to The Guardian Life Insurance for Jan. 2008 Dental premium.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-3401-202-00-000-025-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Sylvia Solis	10/29/2010 04:27 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/29/2010 04:54 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Dina Trevino Started On: 10/29/2010 03:47 PM
Final Approval Date: 10/29/2010

Report Date 11/01/10 02:42 PM
 Calendar Beg Date: 12/01/07
 Current Beg Date: 12/01/07
 Ending Date: 12/31/07

Hidalgo County

Page No 1

Deduction/Benefit by Ded/Ben Code/Plan Historic Report

HHDED01B

Ded Ben Code	Plan	Description	No of Employees	Current Amount	Current Pay Sub To	Calendar Amount
0229	01	DENTAL EMPLOYEE	222	3,477.28	494,429.84	3,477.28
0230	01	DENTAL EE+CH	45	1,294.53	120,754.02	1,294.53
0231	01	DENTAL EE+SP	26	746.20	64,309.48	746.20
0232	01	DENTAL FAMILY	29	1,370.54	100,983.53	1,370.54
C229	01	DENTAL EE PRE-TAX	399	6,534.32	1,056,640.66	6,534.32
C230	01	DENTAL EE+CH PRE	228	6,273.76	670,100.32	6,273.76
C231	01	DENTAL EE+SP PRE	127	3,616.20	404,339.20	3,616.20
C232	01	DENTAL FAMILY PRE	177	8,365.02	595,640.13	8,365.02

\$ 31,677.85

AI-23739

18.C.

**TAC-Unemployment Fund
CC REGULAR**

Date: 11/02/2010
Submitted By: Dina Trevino, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval to pay Texas Association of Counties (TAC) the amount of \$102,965.59 to comply with the one (1) year reserve requirement, with authority for the County Treasurer to issue payment/check after auditing procedures are completed.

BACKGROUND

Fiscal Impact

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management (Originator)	Angela Garcia	10/29/2010 05:01 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	10/29/2010 05:06 PM	APRV
3	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Dina Trevino
Started On: 10/29/2010 04:47 PM
Final Approval Date: 10/29/2010

AI - 23739

TEXAS ASSOCIATION OF COUNTIES

P. O. BOX 2131
AUSTIN, TEXAS 78768
1-800-456-5974

UNEMPLOYMENT FUND DEFICIT BILLING

Hidalgo County
Honorable Norma G. Garcia, CIO
2810 S US Highway 281
Edinburg, TX 78539-6243

October 8, 2010
Entity: 1080

Dear Ms. Garcia,

In accordance with the Interlocal Agreement between the Fund and its members, a payment must be made to cover any deficit that occurs when unemployment claims exceed the deposits. We will be sending bills for deficits every quarter in an attempt to control large adjustments at year end. This system will allow you to pay unexpected claim costs as they arise, rather than letting them build up until the end of the year. Your fund balance should be close to that of your one-year reserve that will be calculated at the end of 2010.

After posting the 2010 deposits and claim charges through the second quarter of 2010, we found that your charges exceeded your deposits by \$102,965.59.

Please mail your deficit payment of \$102,965.59 to TAC at the following address by 11/8/10 in order to maintain your reserve.

**Texas Association of Counties
P. O. Box 200989
Houston, Texas 77216-0989**

If you have any questions, please feel free to call myself or Jim Jean, Director, Program Administration, at 1-800-456-5974.

Thank you for allowing TAC to serve you.

Sincerely,



Cynthia S. Brannen
Billing Coordinator

RECEIVED BY
HIDALGO COUNTY TREASURER
2010 OCT 12 PM 11 40

AI-23658

18.D.1.

Juvenile Probation Dept Deobligation of funds CJD and TJPC Z grants FY 2010

CC REGULAR

Date: 11/02/2010
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Elena Gaitan, Juvenile Probation Dept.
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Juvenile Probation Department:
a. CJD JAIBG Grant (fund 1286):
Approval to deobligate unused cash match funds for the CJD JAIBG grant (fund 1286) for FY 2010 and appropriate into Countywide Administration in the amount of \$3,055.50.

b. TJPC-Z-2010 Grant (fund 1294):
Approval to deobligate unused cash match funds for the TJPC-Z-2010 grant (fund 1294) for FY 2010 and appropriate into Countywide Administration in the amount of \$4,148.11.

BACKGROUND

As per Elena Gaitan, Juvenile Probation Dept. Accountant, the CJD JAIBG and TJPC-Z grants for FY 2010 will be closed out. Grants have expired. Grant period is 9-1-09 to 8-31-10 for both grants.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1286-423-00-330-005-0-331

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

BUDGETARY IMPACT:

Deobligation of unused cash match funds in the amount of \$3,055.50 for the CJD JAIBG Grant for FY 2010 and appropriation into Co. Wide Adm. 0-1100-415-00-115-002-0-899. Grant has expired. Grant period is from 9-1-09 to 8-31-10.

FISCAL YEAR: 2010 ACCT. #: 0-1294-423-00-330-007-0-113

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

BUDGETARY IMPACT:

Deobligation of unused cash match funds in the amount of \$4,148.11 for the TJPC-Z-2010 grant for FY 2010 and appropriation into Co. Wide Adm. 0-1100-415-00-115-002-0-899. Grant period is from 9-1-09 to 8-31-10; grant has expired.

Attachments

Link: [CJD JAIBG Grant deobligation 1286](#)

Link: [TJPC-Z-2010 grant deobligation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/27/2010 09:13 AM	APRV
2	Budget & Management	Sylvia Solis	10/27/2010 10:21 AM	APRV
3	Perla Lopez	Perla Lopez	10/28/2010 11:15 AM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Ivan Cantu

Started On: 10/26/2010 09:44 AM

Final Approval Date: 10/29/2010

From: [Josie Escalante](#)
To: [Rocio Villarreal](#)
Subject: Re: E-10-106-02-16-Envirotech Carriers
Date: Friday, October 29, 2010 9:41:35 AM

Josie Wrote:

After review the endless problems with Envirotech Mr. Eddie Olivarez has agreed we need to proceed with obtaining a vendor who is willing to work with the Health Department.

Please proceed with the contract termination for Enviro-tech Carriers.

Do we have to wait 30 days to start the seal bid process or can we start the process once Commissioner's Court approves the termination?

Please contact me or Mr. Olivarez if you need additional information

Josie Escalante
Executive Assistant
1304 South 25th Ave
Edinburg, TX 78542
(956) 383-6221 ext. 21
>

Rocio Villarreal wrote:

> Due to the recent events and unable to receive participation from vendor to
> find a solution to proceed with the services, the Purchasing Department will
> proceed to request from Commissioners' Court to terminate contract.
> Following approval of the 30 days termination notice, we will then go out on
> sealed quotes.
>
> Please advise by email, if you wish for us to proceed termination of
> contract by no later than Friday, October 29, 2010, 10:00 a.m. If you have
> any questions please contact me at (956) 292-7000 ext. 4868. Thank you.

>
>
> Rocio Villarreal

> -----Original Message-----

> From: Sylvia Pena [<mailto:sylvia.pena@hchd.org>]
> Sent: Tuesday, October 19, 2010 10:21 AM
> To: Rocio Villarreal; Josie Escalante
> Subject: Envirotech Carriers
> Importance: High

>
> Good Morning Rocio,

>
> Rocio the Edinburg Clinic needs their medical waste to be picked up.
> The driver stopped by last Friday but he only picked up the waste from
> the WIC department. The driver was instructed not to pick up our
> medical waste until the Edinburg Clinic account (7159) is current.
> There is an outstanding balance and that balance is for the additional

> boxes and liners that are in questions or that the county can not pay
> due to not being within the contract. The Edinburg Clinic currently has
> four full medical waste boxes and the boxes have a bad odor. Also, some
> of our other clinics have and outstanding balance due to the same
> reason. We would hate for Envirotech to do the same to those other
> clinics. I got in contact with Envirotech this morning and spoke to
> Janie asked her if there was any way they can go pick up the medical
> waste at the Edinburg clinic and she replied that they will only pick it
> up until our account is current. She is aware that this is due to the
> additional boxes and liners that are/were in question. Rocio please let
> us know what we can do to resolve this problem as soon as possible.
> Thank you,
>
> Sylvia Peña
>
> Hidalgo County Health & Human Services Department
> (956) 383-6221 ext.267 Phone
> (956) 383-3229 Fax
>
>
> CONFIDENTIALITY NOTICE: This email and any files transmitted with it may
> contain Protected Health Information under the Federal Health Insurance
> Portability and Accountability Act (HIPAA). If the receiver of this email is
> a Covered Entity under the regulations, you are obligated to treat this
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PURCHASING DEPARTMENT
County Of Hidalgo

February 9, 2010

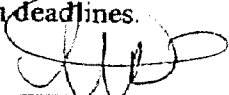
Envirotech Carriers, Inc.
Milo Diaz, Owner
PO Box 271428
Corpus Christi, Texas 78427

Via Facsimile (361)299-7778
Via Email: mdiaz@envirotechcarriers.com

Re: C-09-005-03-03-Bio-Hazardous Waste Disposal Services for Hidalgo County

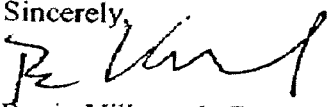
Dear Mr. Diaz:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of February 16, 2010, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on February 10, 2010, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 

Date: 2/10/2010

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,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

STATE OF TEXAS :

COUNTY OF HIDALGO :

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-09-005-03-03

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the 03 day of March, 2009 between the County of Hidalgo, Texas ("County") and Envirotech Carriers, Inc. a Texas Corporation ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit proposals for the collection and disposal of waste materials generated by Hidalgo County Health Department Clinics and Mobile Clinic, the WIC Department Clinics and Mobile Clinic, the Hidalgo County Adult Detention Facility and the Hidalgo County Juvenile Probation Department in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids for Bio-hazardous Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Specifications"); and

Whereas, Contractor has submitted a bid to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

Whereas, County has determined that Contractor's Bid constitutes the lowest and best bid for such services pursuant to the RFB; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all Hidalgo County Health Department Clinics and Mobile Clinic, the Hidalgo County WIC Department and Mobile Clinic, the Hidalgo County Sheriff's Department, and the Hidalgo County Juvenile Probation Department on an "on call" basis for a term of one (1) year from and after the effective date hereof. County may, in its sole discretion, elect to extend this Agreement for an additional one (1) year term upon written notice to Contractor not later than thirty (30) days prior to the expiration of the initial term. County reserves the right to continue this bid for an additional sixty (60) day

Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC ' 330.2) in the dedicated medical waste containers provided by Contractor prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers and contents shall be Nineteen and 00/100ths Dollars (\$19.00) per container. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.
3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials. Copies of Contractor's permit(s) for operation of medical waste collection and transportation service in Texas, and for operation of a medical waste disposal service at the disposal facility, owned and operated by the City of Center are attached hereto as items 1 and 2 of Exhibit "B".
4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:
 - A. A \$500,000 general liability policy with limits of at least \$100,000/\$300,000 in accordance with the Texas Tort Claims Act;
 - B. Workers compensation insurance as required by applicable law;
 - C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
 - D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
 - E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.
5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County

immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of waste at the locations described in paragraph 3, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility at the locations described in paragraph 3, above.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor=s or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

- 7.01 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 7.02 **No Waiver.** No waiver by County 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.
- 7.03 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.
- 7.04 **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

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

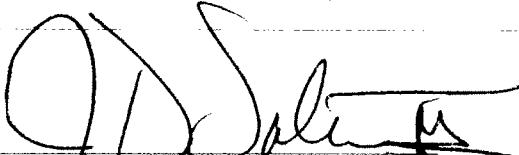
7.11 **Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its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

7.12 **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

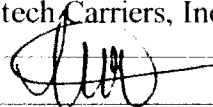
In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

Company: Envirotech Carriers, Inc.



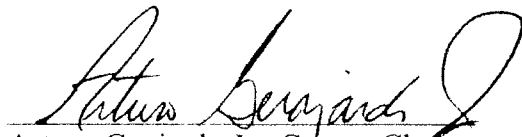
Juan D. Salinas III, County Judge

By:  _____

Printed Name: Uilo DIAZ

ATTEST:

APPROVED AS TO FORM:
Hidalgo County District
Attorney Office



Arturo Guajardo Jr., County Clerk

By:  _____
Antonio Mendoza, Assistant District Attorney

EXHIBIT "A"

SPECIFICATIONS

Exhibit "A"
HIDALGO COUNTY
BIO-HAZARDOUS WASTE DISPOSAL SERVICES
BID NO. 2009-005-00-00-MEG

SPECIFICATIONS:

1. Bidder must identify the landfill site to which solid waste materials are to be delivered. In the event Bidder is not the owner or operator of the landfill site, Bidder shall provide County with copies of documents authorizing Bidder to dispose of bio-hazardous waste materials in such landfill. Bidder shall provide a copy of the current permit for the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous waste products. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous waste collection and disposal business.
2. Bidder will be required to collect all bio-hazardous waste material generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Department and their Mobile Clinics. Bidder should specify the following.
 - A. Size and Description of Containers to be provided by Bidder.
 - B. Cost per item of "Sharp" containers. (County may elect to provide its own "Sharp" containers.)
 - C. Collection Schedule required as follows:
 1. **WIC Departments & Mobile Clinic (See Attachments to Exhibit A)**
 2. **Juvenile Detention- Schedule Flexible**
 3. **Adult Detention Facility (Sheriff Office)- Schedule Flexible**
 4. **Health Dept & Mobile Clinic- Schedule Flexible**
 - D. Charge per collection, including basis for such charge (e.g., container size, volume of materials actually collected, etc.).
 - E. Additional fees such as landfill charges, transportation charges, etc.
3. Pricing based on container size is preferred. (e.g. 4 quarts)
4. Bidder must include price bid for any additional clinics that may open up throughout contract term.

TERMS & CONDITION:

5. The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional year, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

9. Vendor must submit a complete manifest and tracking documentation generated by treatment facility, and that the procedures and certify that the manifest are in compliance with state and federal regulations to bio-hazardous waste disposal.
10. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
11. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
12. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.
13. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

14. All costs and expenses associated with the preparation and submission of bids shall be the responsibility Of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
15. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
16. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, month day, 2008 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, month day, 2008 by 5:00 P.M.**

ATTACHEMENT TO EXHIBIT "A"
SCHEDULE
BIO-HAZARDOUS MEDICAL WASTE
BID NO: 2009-005-00-00-MEG

WIC DEPARTMENT ONLY CLINIC LOCATIONS		How often	Qty of Containers		Clinic	How often	Qty of Containers
1	Edinburg Clinic 3105 E. Schunior Edinburg, Texas	2x mthly	Up to 3	15	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	Every other mthly	
2	La Joya WIC 204 W. 2 nd La Joya, Tx	1x a mth		16	Edinburg WIC II 113 Dawson Edinburg, Tx	1x a mth	
3	Mission WIC 211 S Schuback Mission, Tx	2x mthly		17	Mission WIC II 722 N. Breyfogle Mission, Tx	1x a mth	
4	Las Milpas WIC 7013 S. Cage Pharr, Tx	1x a mth		18	Mercedes WIC 504 S. Texas Mercedes, Tx	1x a mth	
5	McAllen WIC 300 E. Hackberry McAllen, Tx	1x a mth		19	McAllen WIC II 220 S. Bicentennial McAllen, Tx	1x a mth	
6	Progreso WIC 5 Mile S. Bus 83 FM 1015 Progreso, Tx	3x a mthly		20	McAllen WIC II 3001 S. 23 rd McAllen, Tx	1x a mth	
7	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mth		21	Pharr WIC II 926 S. Sam Houston Suite 3 McAllen, Tx	Every 3 mths	
8	San Juan WIC 524 X. Nebraska San Juan, Tx	2 mths only		22	San Juan WIC 509 Earling Rd. San Juan, Tx	1x a mth	
9	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mth		23	San Carlos WIC (San Carlos Comm Center) East Hwy 107 (230 N. 86 th St) San Carlos, Tx	Every 2 mths	
10	Alton WIC Between Glasscock & Shary Rd. Alton, Tx	1x a mth		24	Alton WIC II 3519 S. Main Suite B Mission, Tx	1x a mth	
11	Donna WIC 301 S 8 th Donna, Tx	1x a mth		25	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	1x a mth	
12	Sullivan WIC W. Hwy 83 Sullivan, Tx	3x mthly		26	Weslaco WIC II 417 S. Oregon Weslaco, TX	1x a mth	
13	Weslaco WIC II 1901 N. Bridge Weslaco, TX	1x a mth		27	Elsa WIC 708 E. Edinburg Elsa, Tx	1x a mth	
14	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	1x every other month		28	Roma WIC 1505 N. Grant Roma, Tx	1x a mth	
				29	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	1x a mth	

JUVENILE DETENTION LOCATION		How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Judge Mario E. Ramirez Jr Juvenile Justice Center 1001 N. Doolittle Rd Edinburg, Tx	1x mthly					

SHERIFF'S OFFICE LOCATION		How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Infirmiry 701 E. Cibolo Rd. Edinburg, Tx						

HEALTH DEPT & MOBILE CLINIC LOCATIONS		How often	Qty of Containers	Clinic		How often	Qty of Containers
1	Health Pulmonary Clinic 1304 S. 25 th Ave. Edinburg, Tx			4	Elsa WIC 708 E. Edinburg Elsa, Tx	1x mthly	
2	Edinburg Clinic 3105 E. Schunior Edinburg, Tx	2x a mthly		5	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mthly	
3	Mission WIC 211 South Schuback Mission, Tx	2x a mthly		6	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mthly	

EXHIBIT "B"

BID PAGE

"Exhibit B"
HIDALGO COUNTY
"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"
BID NO.2009-005-02-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

LANDFILL SITE: (Name Of Company) <u>BIOMEDICAL WASTE SOLUTIONS</u> (Address) <u>P.O. BOX 398, NEDERLAND, TX. 77627</u>			
DESCRIPTION OF CONTAINERS	SIZE (to include but not limited to)	"SHARP" CONTAINERS cost per item	COUNTY OWNED CONTAINERS
		LEAST WILL VARY	
		\$ BASED ON SIZE	\$
CORRUGATED CARDBOARD	16.5" X 14.5" X 20.5	\$	\$
		\$	\$
		\$	\$
CHARGE PER COLLECTION, Including basis for such charge (eg., Container size, volume of materials actually collected, etc.)		PER CONTAINER	PER BOX
\$ CONTAINER SIZE		\$ 19.00	\$ 19.00
\$			
\$			
\$			
COLLECTIONS SCHEDULE REQUIRED:			
1. WIC DEPARTMENT & MOBILE CLINIC			AS REQUIRED
2. JUVENILE DETENTION			" "
3. ADULT DETENTION CENTER (SHERIFF'S OFFICE)			" "
4. HEALTH DEPARTMENT & MOBILE CLINIC			AS REQUIRED
BID PRICE FOR ONE (1) YEAR OF CONTRACT (PLEASE INDICATE)			\$ <u>19.00</u> Per Box, Container, Etc.
BID PRICE FOR ONE (1) RENEWAL OF CONTRACT (PLEASE INDICATE)			\$ <u>19.00</u> Per Box, Container, Etc.
DESCRIPTION OF TRACKING AND MANIFEST DOCUMENTATION PROCEDURES: <p align="center">SEE ATTACHED SHEET</p>			

BIDDER/COMPANY NAME: ENVIROTECH CARRIERS, INC.

ADDRESS: P.O. BOX 271428

CITY/STATE/ZIP CODE: CORPUS CHRISTI, TX. 78427

PHONE & FAX NO.'S: (361) 299-7774 (361) 299-7778 FAX

CELL PHONE: (361) 232-1482 OR (361) 510-1028

AUTHORIZED SIGNATURE: 

PRINTED NAME: MILO DIAZ

TITLE: OWNER

EMAIL ADDRESS: MDIAZ@ENVIROTECHCARRIERS.COM

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (713)541-7272 FAX: (713)772-5224
Insgroup, Inc.
 1455 W. Loop South, 9th Floor
Houston TX 77027

INSURED
Envirotech Carriers, Inc
 Po Box 271428
Corpus Christi TX 78427

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Steadfast	
INSURER B Zurich North America	16535
INSURER C Texas Mutual Insurance	22945
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RZT-9673007-00	9/15/2008	9/15/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> ACV-Comprehensive <input checked="" type="checkbox"/> ACV Collision	BAP 9431649.00	9/15/2008	9/15/2009	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below.	TFS001140813	9/15/2008	9/15/2009	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH ED</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTH ED	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTH ED												
E.L. EACH ACCIDENT	\$ 500,000												
E.L. DISEASE - EA EMPLOYEE	\$ 500,000												
E.L. DISEASE - POLICY LIMIT	\$ 500,000												
	OTHER												

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
 110 East Cano Street
 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
 Jay Gerstenhaber/GP01 *Jay Gerstenhaber*

AI-23684

19.A.5.

Assignment of Evaluation Committee for Consulting Services for Energy Efficiency and Conservation Strategy

CC REGULAR

Date: 11/02/2010
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Appointment and/or designation by Commissioners' Court of an evaluation committee to evaluate and score the Statements of Qualifications received for "Consulting Services for Hidalgo County Energy Efficiency and Conservation Strategy", as referenced in procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1287-431-00-110-072-3-311
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
\$79,580.00 available funding as of 10-29-10. rc

Attachments

Link: [Participation-Acceptance Log](#)
Link: [Evaluation Criteria](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/28/2010 03:41 PM	APRV
2	Budget & Management	Sylvia Solis	10/28/2010 04:43 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/29/2010 09:43 AM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Gricelda Villarreal Started On: 10/27/2010 01:33 PM
Final Approval Date: 10/29/2010

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **October 20, 2010**

RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Consulting Services-Hidalgo County Energy Efficiency And Conservation Strategy"**

RFQ NO: **2010-339-10-20CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	SOQ's REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
Huey James, PE,	Email	cgv	9-30-10	10748 Deerwood Park Blvd. South , Jacksonville, FL
Suzie Apel Malone Finkle Eckhardt & Collins, Inc.	email	cgv	9-30-10	8700 Indian Creek Parkway, Suite 180, Overland Park, Kansas
Emergent Ventures International Inc. Thomas Loxley Rosenberg	email	cgv	9-30-10	71 Stevenson St. Ste. 422 San Francisco, CA
Weaver Marketing Assoc. April Kleinwolerink	email	cgv	9-30-10	12221 Merit Drive, Suite 1400 Dallas, Tx 75251
Morningside Research and Consulting Inc. Shari Holland, M.P. Aff., President	Email	Cgv	9-30-10	PO Box 4173 Austin, Texas 78765
DBA 3C Consulting Sarah Weingarden			9-30-10	
Elise Jackson Integrated Marketing Systems	Email	Cgv	9-30-10	945 Hornblend Street, Ste G San Diego, CA 92109
Larry B. Daniels Jci	email	cgv	9-30-10	
TEDSI Infrastructure Group Maria Lugo	email	cgv	9-30-10	1201 E. Expressway 83 Mission, Texas 78572
Brandy Celedon	email	cgv	9-30-10	

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **October 20, 2010**

RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Consulting Services-Hidalgo County Energy Efficiency And Conservation Strategy"**

RFQ NO: **2010-339-10-20CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	SOQ's REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
Sara Talarczyk DBR Engineering Consultants	Email	cgv	9-30-10	
Kerri D. Howell Lockwood, Andrews & Newman, Inc.	email	cgv	9-30-10	2925 Briarpark Drive, Ste 400 Houston, Texas 77042
Lisa Bradford Technology Transfer Services	email	cgv	9-30-10	
Mike Hoffman URS Corporation	email	cgv	9-30-10	9400 Amberglen Boulevard Austin, Texas 78729
Randy Whiddon Ecco Assets Solutions	email	Cgv	9-30-10	
Paul Favetella The Eric Ryan Corporation	email	cgv	9-30-10	PO Box 473, I Early St. Ste. A Ellwood City, PA 16117
Kaytie D. Ruditys GSD Associates, Inc.	email	cgv	9-30-10	1850 Parkway Place Ste 800 Marietta, GA 30067
David Kramer Patrick Engineering Inc.	email	cgv	9-30-10	
Frost E. Gardner, PE Aguirre Roden	email	cgv	9-30-10	10670 N. Central Expressway 6 th Floor Dallas, Texas 75231
Haley Sawyer Navigant Consulting, Inc.	email	cgv	9-30-10	77 South Bedford St. Ste 400 Burlington, MA 01803
George Bowden Freese and Nichols, Inc.	email	cgv	10-1-10	4055 International Plaza, Ste 200 Fort Worth, Texs 76109
Scott Johnson McKinstry Consulting	email	cgv	10-1-10	
Michael Wong Tom Green & Company Engineers, Inc	email	cgv	10-1-10	3701 Executive Center Dr. Ste 258 Austin, Texas 78731

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **October 20, 2010**

RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Consulting Services-Hidalgo County Energy Efficiency And Conservation Strategy"**

RFQ NO: **2010-339-10-20CGV**

<u>NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME</u>	<u>SOQ's REQUEST *VIA</u>	<u>SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT</u>	<u>DATE</u>	<u>PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S</u>
Zack Ziemba ICF International	email	cgv	10-1-10	
Xochilt Ortiz Broaddus & Associates	email	cgv	10-4-10	
Antonio Olivarez FSG Lonestartg	IP	Antonio Olivarez	10-4-10	
Anthony Covacevich Rutledge & Associates	IP	Anthony Covacevich	10-6-10	
Tara Martinez Americas Houston Core Services	email	cgv	10-4-10	One Westchase Center 10777 Westheimer Rd Ste 1160 Houston, Tx 77042
Laura Crawford Perkins & Will	email	cgv	10-4-10	10100 North Central Exprway, Ste 300 Dallas, Texas 75231
.Denise Granado Chavez Schneider Electric	email	cgv	10-4-10	1474 W. Price Rd. Ste 7 #405 Brownsville, Tx 78520
Adrian Wisniewski Architectural Energy Corporation	email	cgv	10-4-10	2540 Frontier Ave. Suite 100 Boulder, Colorado 80301
Matt Tepper Weatherization Management Group, LLC	email	cgv	10-7-10	5949 Sherry Lane, Ste 960 Dallas, Tx 75225
Clementina Capps JJA, Inc	Email	Cgv	10-15-10	8150 N. Central Exprway Ste M-2100 Dallas Texas 785206

**HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFICATION ACCEPTANCE SHEET**

DEPARTMENT NAME: **HIDALGO COUNTY**

SOQ's Acceptance Date: **October 27, 2010**

SOQ's ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF QUALIFICATIONS: **"Consulting Services-Hidalgo County Energy Efficiency and Conservation Strategy"**

QUALIFICATIONS NO: **2010-339-10-20CGV**

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM #1 & #2	
#01	Freese & Nichols Inc.	√√	√	√
#02	Vazaldua & Associates	√√	√	√
#03	GDS Associates Inc.	√√	√	√
#04	Lockwood, Andrews & Newnam, Inc.	√√	√	√
#05				
#06				
#07				
#08				
#09				
#10				

EXHIBIT B
EVALUATION CRITERIA
REQUEST FOR QUALIFICATIONS

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "SOQ Evaluation Form."

1. Firm(s) Qualifications (40)

The firm(s) should provide information on their applicable certifications, registrations and other pertinent information that demonstrates their qualifications to perform the services required.

2. Experience of similar services (40)

The firm shall have a minimum of five (5) years experience in performing similar contracts for counties, cities, and other clients as stated in the Request of Qualifications (RFQ) requirements. The provider shall designate experienced staff to completely and efficiently perform the services related to energy efficiency and conservation planning. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of the projects proposed as similar work experience.

3. Understanding the Services and Methodology (20)

Firm should demonstrate knowledge of Department of Energy Federal Grants requirements. Must provide an outline of the firm's plan for servicing this project and contingency plans in the event that one or more key personnel are not available for any reason during the period of performance. The firm should provide as much background information as to its' experience in providing similar services to City, County, State, or any other governmental agencies. The firm must state the approach and/or methodology in achieving and rendering all services detailed and required.

SOQ's EVALUATION FORM

Selection Criteria

Range Points

Score

1. Firm(s) Qualifications

The firm(s) should provide information on their applicable certifications, registrations, and other pertinent information that demonstrates their qualifications to perform the services required.

0-40

Comments/Rationale for Points:

2. Experience of Similar Services

The firm shall have a minimum of five (5) years of experience in performing similar contracts for counties, cities, and other clients as stated in the Request for Qualifications (RFQ) requirements.

0-20

The provider shall designate experienced staff to completely and efficiently perform the services related to energy efficiency and conservation planning. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix as well as narrative descriptions of projects proposed as similar work experience.

0-20

Comments/Rationale for Points:

3. Understanding the Services and Methodology

Firm should demonstrate knowledge of Department of Energy Federal Grants requirements.

0-10

Must provide an outline of the firm's plan for servicing this project and contingency plans in the event that one or more key personnel are not available for any reason during the period of performance.

0-5

The firm must state the approach and/or methodology in achieving and rendering all services detailed and required.

0-5

Comments/Rationale for Points:

Provider: _____

Evaluator: _____ Date: _____

**Scoring Grid for Legal Services for Civil Service Commission
CC REGULAR**

Date: 11/02/2010
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Presentation of scoring grid (for the purposes of ranking by CC) of the two (2) Statements of Qualifications received in response to Hidalgo County's Request for Qualifications for: "Legal Services for Hidalgo County Civil Service Commission"; 1st. _____; 2nd. _____

b. Requesting authority for the Purchasing Department to enter into negotiations with the number one ranked participant _____ so as to finalize a professional services contract for the provision of "Legal Services for Hidalgo County Civil Service Commission" with an effective date of 1-1-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-50-190-001-0-333
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
 Funds in the amount of \$17,500.00 will be available from 2011 Budget.

Attachments

Link: [Grid](#)
 Link: [Participation&Acceptance Log](#)
 Link: [2011 Adopted Budget](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/28/2010 01:35 PM	APRV
2	Budget & Management	Sylvia Solis	10/28/2010 01:44 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/29/2010 10:13 AM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Gricelda Villarreal
 Started On: 10/27/2010 01:24 PM
 Final Approval Date: 10/29/2010

**HIDALGO COUNTY
LEGAL SERVICES FOR HIDALGO COUNTY CIVIL SERVICE COMMISSION
RFQ NO.: 2010-135-09-15CGV**

EVALUATIONS GRID

Participating Companies

	Law Office of Jaime J. Munoz	Espinosa Law Firm L.L.C.
Grader #1	60	99
Grader #2	100	90
Grader #3	95	98
Total Avg. Scores:	85.0	95.6

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: **September 15, 2010**

RFP/Q ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/QUALIFICATION DESCRIPTION: **"Legal Services-Hidalgo County Civil Service Commission"**

RFQ NO: **2010-135-09-15CGV**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	SOQ's REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. Honorable Jaime "Jerry" Munoz	Email	jaimejmunoz@aol.com cgv	8-31-10	The Law Offices Of Jaime J. Munoz - 302 W. Exp. 83, Suite B-San Juan, Tx 78589 (P) 781-5444 - (F) 787-9175
2. Casey Cox	email	ccox@executiveprocess.com cgv	9/01/10	
3. The Paralegal Group, LLC Krisann Matthes	email	kris@paralegalgroupnm.com www.paralegalgroupnm.com cgv	9/7/10	P.O. Box 7957 Albuquerque, New Mexico 87194-7957 office - (505) 865-5662 mobile - (505) 514-9303
4. Dalinda B. Garcia	Mail out	dalindabgarcialawoffice@yahoo.com cgv	9/7/10	4925 S. Jackson Rd. Ste H Edinburg, Texas 78539 956-682-3777
5. Espinosa Law Firm Pilar Espinosa	Email	Cgv mirodriguez@espinosalawfirm.com	9/7/10	956-686-6490
6.				
7.				
8.				
9.				
10.				

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
QUALIFICATION ACCEPTANCE SHEET**

DEPARTMENT NAME: **HIDALGO COUNTY**

SOQ's Acceptance Date: **September 29, 2010**

SOQ's ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF QUALIFICATIONS: **"Legal Services-Hidalgo County Civil Service Commission"**

QUALIFICATIONS NO: **2010-135-09-15CGV**

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM #1
#01	Law Office of Jaime J. Munoz	√	√
#02	The Espinosa Law Firm, L.L.C.	√	√
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

CIVIL SERVICE
1100-415-50-190-001

Object #	Object Code Description	2010 Original Budget	2011 Budget Request	2011 Adopted Budget
333	LEGAL SERVICES	\$17,500.00	\$17,500.00	\$17,500.00
336	COMPUTER SERVICES	\$0.00	\$0.00	\$0.00
339	OTHER PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00
431	BUILDING REPAIR & MAINTENANCE SERVICES	\$0.00	\$0.00	\$0.00
432	EQUIPMENT REPAIR & MAINTENANCE SERVIC	\$2,650.00	\$2,000.00	\$2,000.00
442	RENTAL OF EQUIPMENT AND VEHICLES	\$3,200.00	\$2,000.00	\$2,000.00
535	POSTAGE AND EXPRESS MAIL CHARGES	\$1,500.00	\$1,500.00	\$1,500.00
540	ADVERTISING	\$0.00	\$0.00	\$0.00
550	PRINTING AND BINDING	\$2,250.00	\$2,250.00	\$2,250.00
581	IN-COUNTY EMPLOYEE TRAVEL	\$50.00	\$150.00	\$150.00
583	OUT-OF-COUNTY EMPLOYEE TRAVEL	\$1,150.00	\$1,000.00	\$1,000.00
584	REGISTRATION FEES	\$1,000.00	\$500.00	\$500.00
601	OFFICE SUPPLIES	\$1,554.00	\$1,500.00	\$1,500.00
602	PAPER SUPPLIES	\$0.00	\$0.00	\$0.00
603	EDUCATIONAL/INSTRUCTIONAL SUPPLIES	\$1,000.00	\$1,000.00	\$100.00
630	FOOD	\$0.00	\$400.00	\$400.00
631	BOTTLED WATER	\$200.00	\$200.00	\$200.00
640	BOOKS AND PERIODICALS	\$650.00	\$650.00	\$500.00
661	MINOR OFFICE EQUIPMENT	\$0.00	\$0.00	\$0.00
664	OTHER MINOR EQUIPMENT	\$0.00	\$0.00	\$0.00
	TOTALS	\$32,704.00	\$30,650.00	\$29,600.00
	SALARY EXPENSES	\$0.00	\$0.00	\$0.00
	OPERATING EXPENSES	\$32,704.00	\$30,650.00	\$29,600.00

Third Party Administration, Individual Stop Loss & Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life & Accidental Death & Dismembermen

CC REGULAR

Date: 11/02/2010
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

a. Presentation by Alamo Insurance Group, (Hidalgo County Health Insurance Consultant) of the scoring grid for the proposals received (for the purpose of ranking by Commissioner's Court) in response to the County's RFP for: "Third Party Administration, Individual Stop Loss and Aggregate Stop Loss for Self-Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment", Project No. 2010-228-09-22-YZV

- 1) _____
- 2) _____
- 3) _____ etc.

b. Requesting authority for consultant to commence negotiations (including best and final offer) with the number one ranked proposer.

BACKGROUND

Fiscal Impact

Attachments

Link: [Acceptance Sheet-Participation-Evaluation-Scoring Grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/28/2010 11:01 AM	APRV
2	Budget & Management	Sylvia Solis	10/28/2010 01:42 PM	APRV
3	Olga Garza	Olga Garza	10/28/2010 04:04 PM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Yolanda Velasquez		Started On: 10/21/2010 10:51 AM		
Final Approval Date: 10/29/2010				

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY –HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: **September 29, 2010 (PER ADDENDUM I)**

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: “Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment”

PROPOSAL NO: 2010-228-09-22-YZV

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	HEALTH SMART IRVING, TEXAS	✓	✓
#2	ING EMPLOYEE BENEFITS ADDISON, TEXAS	✓	✓
#3	JEFF EVERITT & ASSOCIATES (AGENT	✓	✓
#4	SUN LIFE FINANCIAL HOUSTON, TEXAS	✓	✓
#5	UNUM HOUSTON, TEXAS	✓	✓
#6	AETNA INC.	✓	✓
#7	BLUE CROSS BLUE SHIELDS RICHARDSON, TEXAS	✓	✓
#8	BOD TREVINO INS. AGENCY	✓	✓

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY - HIDALGO COUNTY DRAINAGE DISTRICT #1

PROPOSAL ACCEPTANCE DATE: September 29, 2010 (PER
ADDENDUM I)

PROPOSAL ACCEPTANCE TIME: 9:30
A.M.

DESCRIPTION OF PROPOSAL: “Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment”

PROPOSAL NO: 2010-228-09-22-YZV

BUYER: Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#9	PURO ASEGURO INC PHARR TEXAS	✓	✓
#10	SWATNER & GORDON CORPUS CHRISTI, TX	✓	✓
#11	WEB-TPA IRVING, TX	✓	✓
#12			
#13			
#14			
#15			

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 **RFP ACCEPTANCE TIME:** 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:

"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment" **RFP NO.:** 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUES T *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Requested: 8/23/10 @4:10 p.m. RGV Statewide Ins. Agency LLC	IP	Juan tijerina@ymail.com YZV	9/01/10	5317 N. McColl Rd. Ste 113 McAllen, TX 78504 Tel:(956) 655-7033
2Requested 8/24/10 @ 8:49 a.m. Tom Renick-Dallas, TX Specialize Billing(Not Interested)	TR	(972)248-9708	9/01/10	(NOT INTERESTED)
3Requested 8/24/10 @9:41 a.m. Entrust, INC Roberto Pflaumer	EM	rpflaumer@entrustinc.com	9/01/10	14701 St Mary's Lane, Ste150 Houston, TX 77079 Tel: (281-368-7878 x 180)
4Requested 8/25/10 @ 8:25 a.m. RGV Statewide John Garza	IP	Jg3183@aol.com	9/01/10	5317 N. McColl Rd. McAllen, TX 78504 Tel: (956) 429-3211
5Requested 8/25/10 @ 9:14 a.m. Melba Figueroa Puro Aseguro INC.	IP	melba@puroaseguro.com rr@puroaseguro.com	9/01/10	514 South I Road Ste A Pharr, TX 78577 Tel: (956) 328-9075
6Requested 8/25/10 @9:15 a.m. Joe Halow Assured Benefits Administrators, INC	EM	jhalow@abadmin.com	9/01/10	4855 N. Mesa, Suite 130 El Paso, TX 79912 Tel: (800) 247-7114
7Requested 8/25/10 @ 11:50 a.m. Leann Barzee AmeriBen(IEC Group)	EM	lbarzee@ameriben.com	9/01/10	3449 E. Copper Point Dr. Meridian, ID 83642 Tel: (800) 786-7930 X9591
8Requested 8/25/10 @ 1:20 p.m. Mary Beth Hilburn ING Employee Benefits	EM	marybeth.hilburn@us.ing.com	9/01/10	15455 Dallas Parkway Ste 1250 Addison, TX 75001 Tel:(800)955-6965
9Requested: 8/25/10 @ 1:56 p.m. Trey Tollett Swantner & Gordon Ins. Agency LLC	EM	jtollett@s-gins.com	9/01/10	500 N Shoreline, Ste 1200 Corpus Christi, TX 78471 Tel:(361) 883-1711
10Requested: 8/26/10 @ 8:41 a.m. Cris Solis Valley Risk Consulting, INC	EM	cris@vrctx.com	9/01/10	1200 Fresno McAllen, TX 78501 Tel (956) 664-1430
11Requested: 8/30/10 @1:11 p.m. Becky Silva Texas Insurance Service Center, INC.	EM	becky@txisc.com	9/01/10	521 S. 77 th Sunshine Strip Harlingen, TX 78550 Tel(800) 750-0490

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:

"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

RFP NO.: 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
12 Requested: 8/30/10 @3:26 p.m. Heather Caile United Healthcare	EM	Heather_h_caile@uhc.com	9/01/10	6200 Northwest Parkway San Antonio, TX 78249 Tel:(210) 481-2962
13 Requested: 8/31/10 @10:50 a.m. Merrilyn Kroll Group Benefit Services	EM	Lgw11@comcast.net	9/01/10	9291 SE Duncan Street Hobe Sound, FL 33455 Tel:(877) 877-3021
14 Requested:8/31/10 @12:38p.m. Lyle R. Burns Delta Health Systems	EM	Lyle.burns@delapro.com	9/01/10	5343 N. 16 th Street, Ste 470 Phoenix, AZ 85016 Tel: (602) 265-1873
15 Requested: 9/01/10 @10:00a.m. Ramona Lopez Bob Treviño's Office	IP	Signature	9/01/10	819 N. I. Road Pharr, TX 78577
16 Requested: 9/01/10 @2:28 p.m. Tom Martin Doctors Hospital @ Renaissance	EM	t.martin@dhr-rgv.com	9/01/10	5501 South McColl Rd. Edinburg, TX 78539 Tel: (956) 362-3082
17 Requested: 9/2/10 @ 11:13 a.m. Eric Wright Mutual Assurance Administrators INC	EM	Jonathan.sheedy@cigna.com	9/02/10	2700 Post Oak Blvd, Ste700 Houston, TX 77056
18 Requested: 9/2/10 @ 11:13 a.m. John Weitzel Hartford Life	EM	John.weitzel@hartford.com	9/03/10	P. O. Box 4611 Houston, TX 77210-4611
19 Requested: 9/2/10 @ 11:13 a.m. Lincoln Financial Group Cas Joseph Petkovic	EM	cas.petkovic@lfg.com	9/02/10	1155 Dairy Ashford, Ste 209 Houston, TX 77079
20 Requested: 9/2/10 @ 11:13 a.m. Wes Goode METLIFE	EM	wgoode@metlife.com	9/02/10	5400 LBJ Freeway Ste100 Lockbox 30 Dallas, TX 75240
21 Requested: 9/2/10 @ 11:13 a.m. Randy Martin Prudential	EM		9/02/10	8117 Preston Rd, Ste 600 Dallas, TX 75225
22 Requested: 9/2/10 @ 11:13 a.m. Dayton Hoffman Standard Insurance Company	EM	dhoffman@standard.com	9/02/10	13750 San Pedro, Ste 440 San Antonio, TX 78232

***VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)**

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ**

RFP ACCEPTANCE DATE: SEPTEMBER 22, 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION:

"Third Party Administration, Individual Stop Loss and Aggregate Stop Loss For Self-Funded Medical Plan, Group Term Life and Accidental Death & Dismemberment"

RFP NO.: 2010-228-09-22-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
23. Requested: 9/2/10 @ 11:13 a.m. Scott Sandusky Sun Life Financial	EM	Scott.sandusky@sunlife.com	9/02/10	919 Congress Ave # 400 Austin, TX 78701
24 Requested: 9/2/10 @ 11:13 a.m. Julie Rickman UNUM	EM	jrickman@unum.com	9/02/10	5840 Legacy Circle Ste D2 Plano, TX 75024
25 Requested: 9/2/10 @ 11:13 a.m. Louie Heerwagen Aetna National Accounts	EM	heerwagenl@aetna.com	9/02/10	2777 Stemmons Freeway, Ste300 Dallas, TX 75207
26 Requested: 9/2/10 @ 11:13 a.m. Hector Licon BCBSTX	EM	Hector_Licon@bxbstx.com	9/02/10	8200 IH-10WEST, Ste 420 San Antonio, TX 78230
27 Requested: 9/2/10 @ 11:13 a.m. Jana Gasper Humana	EM		9/02/10	8431 Fredreicksburg Rd, S 500 San Antonio, TX 78229
28 Requested: 9/2/10 @ 11:13 a.m. Dennis Ellis United Healthcare	EM	Dennis_ellis@uhc.com	9/02/10	6200 Northwest Parkway San Antonio, TX 78249q
29 Requested: 9/2/10 @ 11:13 a.m. Eric Wright Mutual Assurance Administrator inc	EM	ericwright@maa-tpa.com	9/02/10	3121 Quail Springs Parkwa Oklahoma City, OK 73134
30 Requested: 9/2/10 @ 2:44 p.m. Tracy Carman WEB-TPA	EM	tcarman@webtpa.com	9/02/10	8500 Freeport Parkway South, Suite 400 Irving, TX 75063
31 Requested: 9/3/10@9:04 a.m. Jesus A. Rodriguez MetLife Resources	EM	jarodriguez@metlife.com or rodrije@aol.com (not to mail if necessary will come by to pick-up) YZV	9/03/10	929 E. Esperanza Ste 13 McAllen, TX 78501 Tel: (956) 624-8042
32 Requested: 9/13/10 Zachary J. Zuckerman First Niagara Benefits Consulting	EM	Zachary.zuckerman@fnrm.com YZV	9/13/10	126 North Salina St. Ste 6 Syracuse, NY 13202 Tel:(315) 461-1282
33 Requested: 9/15/10 Ruben Garza Lone Star Insurance Agency	IP/EM	garza@lonestar-ins.com YZV	9/15/10	520 E. Nolana Ave. Ste 11 McAllen, TX 78504 Tel: (956) 682-1742

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)

E-MAIL (EM)

EXHIBIT "B"

RFP EVALUATION FORM

"THIRD PARTY ADMINISTRATION, INDIVIDUAL STOP LOSS & AGGREGATE STOP LOSS FOR SELF-FUNDERD MEDICAL PLAN, GROUP TERM LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT"

Hidalgo County will conduct a comprehensive, fair and impartial review of all proposals received in response to this RFP. Each "Proposal" will be analyzed to determine overall responsiveness and qualifications

SECTION I-ADMINISTRATION

PRICING (100 POINTS)

Administrative Fees	Primary Cost for Claims Administration
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold
Performance Guarantee Service	What is carrier willing to put at risk on administration services
Multiple Year Rates	Guarantee of future cost on admin fees
Enrollment Expense i.e. Booklets	Straight comparison of cost
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims
Set Up Fees	Initial Deposit required to initiate program

STOP LOSS (100 points)

Premium Cost	Straight premium cost
Lasers	Increased liability due to increased deductible on certain claimants

NETWORK DISCOUNT (400 POINTS)

Percentage Discount (allowable) charges against (billed-ineligible) charges
OON Charges Verified Charges

SECTION II – NETWORK PROVIDERS

NETWORK PROVIDERS – ACCESS (100 POINTS)

Hospitals	Are all hospitals in the network
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist)
Doctors – Specialist	Are there sufficient number of Specialist
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson
Urgent Care Centers	Are UCC in networks
Transplant Options	Is there a Transplant contract required

SECTION III – PHARMACY

PHARMACY (100 POINTS)

Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order
Formulary	Any ?2 tier, 3 tier, 4 tier, Specialty Meds
Rebates	Pre-determined and credited; calculated per script and applied; how much and when
Access	Network of pharmacies, Mexico
Transparency	True cost of Rx disclosed
Preferred Local Pharmacy	Local non chain pharmacies included
Reporting Capabilities	Required reports available Per Script reporting

SECTION IV – TECHNOLOGY

TECHNOLOGY (50 POINTS)

Website Access
Telephone Access
Ability to Duplicate Current Plans
AD Hoc Claims Reporting
Employee Access

By insured for administrative services (enrollments, terms, tracking)
By employee and by administration for problem solving
Flexibility to match current plan design
Are there Ad Hoc reporting capabilities with web based access
Employee able to review EOBs and other claim information

SECTION V – WELLNESS

WELLNESS (100 POINTS)

Disease management
Wellness tools

Cardiac, Diabetic, Pregnancy
Active or Passive tools, Cost of Programs

SECTION VI – ADDITIONAL SERVICES

ADDITIONAL SERVICES (50 POINTS)

Enrollment Services
Policy Booklets
Local Office
Patient Advocacy
Company's Ability to service account
Financial Capability
Bilingual Staffing
AM Best Rating
Experience with School Districts
Industry Experience

Who will be doing the enrollment?
On line, printed, bilingual, see cost above
Where is office, office hours, designated employee, full time
Who will be providing service? Home Office, Customer Service, On Site??
Who will be daily contact for service?
Financial strength of vendor especially in current climate
Spanish Speaking service reps and enrollers required
What is rating?
What is experience in dealing with school districts
What size is company overall

The County's Consultant will review all proposals for completeness. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County's Consultant will first evaluate the proposals on all factors other than cost. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. The Consultants will meet with the Hidalgo County's Commissioners Court/Board of Directors to present findings and offer guidance in the evaluation of the proposals submitted. Cost will be evaluated on an equal basis with the technical criteria. The Consultant will present the proposers ranking of said evaluation to Hidalgo County Commissioner's County/Board of Directors.

EXHIBIT "B"
RFP EVALUATION FORM

<u>Selection Criteria</u>		<u>Points</u>	<u>Score</u>
<u>SECTION I</u>			
1. <u>PRICING</u>		(100 POINTS)	
Administrative Fees	Primary Cost for Claims Administration		
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold		
Performance Guarantee Service	What is carrier willing to put at risk on administration services		
Multiple Year Rates	Guarantee of future cost on admin fees		
Enrollment Expense i.e. Booklets	Straight comparison of cost		
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims		
Set Up Fees	Initial Deposit required to initiate program		
Comments/Rationale for points:		TOTAL:	=====
2. <u>STOP LOSS</u>			
		(100 POINTS)	
Premium Cost	Straight premium cost		
Lasers	Increased liability due to increased deductible on certain claimants		
Comments/Rationale for points:		TOTAL:	=====
3. <u>NETWORK DISCOUNT</u>			
		(400 POINTS)	
Percentage Discount (allowable) charges against (billed-ineligible) charges			
OON Charges Verified Charges			
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION II – NETWORK PROVIDERS</u>			
1. <u>NETWORK PROVIDERS – ACCESS</u>		(100 POINTS)	
Hospitals	Are all hospitals in the network		
Doctors- Primary Care	Are there sufficient number of Primary care docs (Family Practice-OB-Gyn-Internist)		
Doctors – Specialist	Are there sufficient number of Specialist		
Tertiary Providers	Are there OUT patient diagnostic facilities, lab, etc.		
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson		
Urgent Care Centers	Are UCC in networks		
Transplant Options	Is there a Transplant contract required		
Comments/Rationale for points:		TOTAL:	=====

EXHIBIT "B"
RFP EVALUATION FORM

<u>Selection Criteria</u>		<u>Points</u>	<u>Score</u>
<u>SECTION III- PHARMACY</u>			
<u>1. PHARMACY</u>		<u>(100 POINTS)</u>	
Cost	Per Script, Per Capita, discount off Branded, Generic, Mail Order		
Formulary	Any 2 tier, 3 tier, 4 tier, Specialty Meds		
Rebates	Pre-determined and credited; calculated per script and applied; how much and when		
Access	Network of pharmacies, Mexico		
Transparency	True cost of Rx disclosed		
Preferred Local Pharmacy	Local non chain pharmacies included		
Reporting Capabilities	Required reports available Per Script reporting		
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION IV – TECHNOLOGY</u>			
<u>TECHNOLOGY</u>		<u>(50 POINTS)</u>	
Website Access	By insured for administrative services (enrollments, terms, tracking)		
Telephone Access	By employee and by administration for problem solving		
Ability to Duplicate Current Plans	Flexibility to match current plan design		
AD Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access		
Employee Access	Employee able to review EOBs and other claim information		
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION V – WELLNESS</u>			
<u>1. WELLNESS</u>		<u>(100 POINTS)</u>	
Disease management	Cardiac, Diabetic, Pregnancy		
Wellness tools	Active or Passive tools, Cost of Programs		
Comments/Rationale for points:		TOTAL:	=====
<u>SECTION VI – ADDITIONAL SERVICES</u>			
<u>1 ADDITIONAL SERVICES</u>		<u>(50 POINTS)</u>	
Enrollment Services	Who will be doing the enrollment?		
Policy Booklets	On line, printed, bilingual, see cost above		
Local Office	Where is office, office hours, designated employee, full time		
Patient Advocacy	Who will be providing service? Home Office, Customer Service, On Site??		
Company's Ability to service account	Who will be daily contact for service?		

EXHIBIT "B"
RFP EVALUATION FORM

Financial Capability	Financial strength of vendor especially in current climate		
Bilingual Staffing	Spanish Speaking service reps and enrollers required		
AM Best Rating	What is rating?		
Experience with School Districts	What is experience in dealing with school districts		
Industry Experience	What size is company overall		
Comments/Rationale for points:		TOTAL:	<u> </u>
		TOTAL SCORE:	<u> </u>

AGENT _____

EVALUATOR _____ DATE _____

**Hidalgo County
Medical RFP Scoring Grid**

		Vendor I	Vendor II	Vendor III	Vendor IV
Section 1 ADMINISTRATION					
		Pricing (100 points)			
Administrative Fees	Primary Cost for Claims Administration				
Performance Guarantee PPO Discounts	What is carrier willing to put at risk on claim threshold				
Performance Guarantee Service	What is carrier willing to put at risk on admin services				
Multiple Year Rates	Guarantee of future cost on admin fees				
Enrollment Expense i.e. Booklets	Straight comparison of cost				
Run In Expense	Assuming change in administrator what cost for claim services for incurred claims				
Set up Fees	Initial Deposit required to initiate program				
		Stop/Loss (100 Points)			
Premium Cost	Straight premium cost				
Lasers	Increased liability due to increased deductible on certain claimants				
		Network Discounts (400 points)			
	Percentage discount: (allowable) charges against (billed - ineligible) charges				
	OON Charges Verified Charges				
Point Total Section 1		0	0	0	0
Section 2 Network Providers					
		Network Providers - Access (100 Points)			
Hospitals	Are all hospitals in the network				
Doctors - Primary Care	Are there sufficient number of Primary care docs (Family Practice, OB-Gyn, Internist)				
Doctors - Specialists	Are there sufficient numbers of Specialist				
Tertiary Providers	Are there Out patient diagnostic facilities, labs, etc				
Centers of Excellence	Are there special centers of excellence for special cases ie MD Anderson				
Urgent Care Centers	Are there UCC in network				
Transplant Options	Is there a Transplant contract required				
Point Total Section 2		0	0	0	0
Section 3 Pharmacy					
		Pharmacy (100 Points)			
Cost	Per Script, Per Capita, discount off Branded, Generic, Mail order				
Formulary	Any ? 2 tier, 3 tier, 4 tier, Specialty Meds				
Rebates	Pre-determined and credited; calculated per script and applied; how much and when				
Access	Network of pharmacies, Mexico				
Transparency	True cost of Rx disclosed				
Preferred Local Pharmacy	Local non chain pharmacies included				
Reporting Capabilities	Required reports available Per Script reporting				
Point Total Section 3		0	0	0	0
Section 4 Technology					
		Technology (50 Points)			
Website Access	By insured for administrative services (enrollments, terms, tracking)				
Telephone Access	By employee and by administration for problem solving				
Ability to Duplicate Current Plans	Flexibility to match current plan design				
Ad Hoc Claims Reporting	Are there Ad Hoc reporting capabilities with web based access				
Employee Access	Employee able to review EOBs and other claim information				
Point Total Section 4		0	0	0	0
Section 5 Wellness					
		Wellness (100 Points)			
Disease Management	Cardiac, Diabetic, Pregnancy,				
Wellness tools	Active or Passive tools, Cost of programs				
Point Total Section 5		0	0	0	0
Section 6 Additional Services					
		Additional Services (50 Points)			
Enrollment Services	Who will be doing the enrollment?				
Policy Booklets	On line, printed, bilingual, see cost above				
Local Office	Where is office, office hours, designated employee, full time				
Patient Advocacy	Who will be providing service? Home office, Customer Service, On site??				
Company's Ability to service acct	Who will be daily contact for service?				
Financial Capability	Financial strength of vendor especially in current climate				
Bilingual Staffing	Spanish Speaking service reps and enrollers required				
AM Best Rating	What is rating?				
Experience with School Districts	What is experience in dealing with school districts				
Industry Experience	What size is company overall				
Point Total Section 6		0	0	0	0
Total Points		0	0	0	0

AI-23657

19.A.8.

Amendment B-Task Order No. 2010-1

CC REGULAR

Date: 11/02/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Hidalgo County

Information

CAPTION

Approval of "Amendment B" to Task Order No. 2010-1 with Beck Disaster Recovery Inc. to increase the "Not To Exceed Amount" from \$100,000.00 to \$125,000.00 for the assistance with grant administration and management services (previously approved on 07/27/10).

BACKGROUND

PLEASE REFERENCE: CC 09/07/10
AI-22793/ 21.A.6

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:

HURRICANE ALEX-OTHER SERVICES
Available funds as of 10-29-10. rc

Attachments

Link: [Task Order No.2010-1 Amendment B](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/28/2010 08:51 AM	APRV
2	Budget & Management	Sylvia Solis	10/28/2010 10:36 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/29/2010 02:27 PM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Vangie Garcia			Started On: 10/26/2010 08:24 AM	
Final Approval Date: 10/29/2010				

**HIDALGO COUNTY, TEXAS
TASK ORDER NO. 2010-1
AMENDMENT B**

This amendment is hereby entered into by HIDALGO COUNTY (hereinafter referred to as "COUNTY") and BECK DISASTER RECOVERY, INC., a Washington corporation, (hereinafter referred to as "BDR").

WITNESSETH:

WHEREAS, COUNTY and BDR entered into a Master Services Agreement (MSA) dated June 29, 2010, and

WHEREAS, COUNTY issued Task Order No. 2010-1 against such MSA requesting BDR to assist with grant administration and management services dated August 10, 2010; and

WHEREAS, it has been agreed to by both parties to modify the not-to-exceed amount as follows:

- Increase the Not-to-Exceed amount from \$100,000.00 to \$125,000.00.

All other terms and conditions, except as duly modified by this amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

Betty Kamara, Contract Administrator
Beck Disaster Recovery, Inc.

Rene A. Ramirez, County Judge
Hidalgo County, TX

Date: _____

Date: _____

AI-23720

19.B.1.

Work Authorization No. 2-Phase II of Mile 17 Road from Mile 4 (Yellow Jacket Drive) 0.5 Miles West to Drain Ditch (C-10-235-07-20)

CC REGULAR

Date: 11/02/2010

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 1

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 2-Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase II of Mile 17 Road from FM 1015 West to Mile 4 (Yellow Jacket Drive) in the amount of \$107,829.27 in connection to Contract #C-10-235-07-20 with J.E. Saenz & Associates, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1342-431-00-121-085-0-731/711

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

BUDGETARY IMPACT:

Funding for WA #2 for JE Saenz & Assoc. in relation to Pct. 1 M 17N (FM 88-FM 1015) is pending approval of interdept transfer, refer to AI #23722 CC 11-2-10, consent agenda.

Attachments

Link: Work Authorization #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	10/29/2010 10:10 AM	APRV
2	Budget & Management	Sylvia Solis	10/29/2010 10:30 AM	APRV
3	Ivan Cantu	Ivan Cantu	10/29/2010 10:40 AM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Vangie Garcia
Started On: 10/28/2010 03:33 PM

Final Approval Date: 10/29/2010

**Hidalgo County Precinct #1
Mile 17 Road Widening**

June 2010

Eng 10.018

**J.E. Saenz & Associates, Inc.
211 E. Wisconsin Rd.
Edinburg, Texas 78539
(956) 383-2984**



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

June 22, 2010

Commissioner A.C. Cuellar Jr.
County of Hidalgo, Precinct #1
1902 Joe Stephens Ave.
Weslaco, Tx 78596

Re: Mile 17 Road Widening (FM 88 to FM 1015)
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Cuellar,

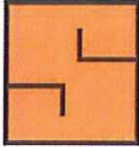
It is our pleasure to submit to Hidalgo County Precinct #1, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on Mile 17 has led us to the understanding that there are approximately 11 parcels for right-of-way acquisition. Based on this information the following are our basic fees for right-of-way acquisition and engineering services \$38,500.00 and \$215,095.68 respectively for the parcels and design of Mile 17. RPR services including project management during construction is an optional but recommended service. This would ensure daily construction oversight and compliance. Our fee for daily site observations during site civil construction is estimated to be \$107,547.85. The total fees above are based on the following breakdown:

<u>Phase/ Section</u>	<u>Fee</u>
Phase I (From FM 1015 West to Mile 4)	\$182,005.83
Phase II (From Mile 4 0.5 Miles to West To Drain Ditch)	\$107,829.27
Phase III (From FM 88 0.5 Miles to East To Drain Ditch)	<u>\$ 71,308.43</u>
Total:	\$361,143.53

We are prepared to move forward and expedite all necessary documentation and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1. We will be conducting services for the 11 parcels as follows:

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

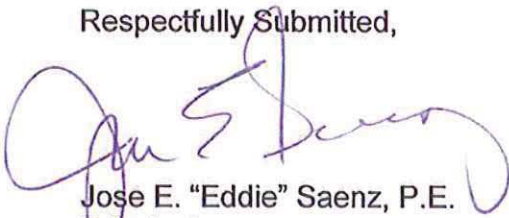
- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial map
- Metes and Boundary Description
- Set all Parcel Lot Corners

We will then proceed with construction plans of the widening of Mile 17. The plans will be created for a total reconstruction profile, meeting all criteria requirements set forth by the County. We will be performing services for the new streets as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimate
- Construction Cut Sheets
- Close Out Documentation
- As-Built Plans

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,



Jose E. "Eddie" Saenz, P.E.
Principal

JES/fq

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

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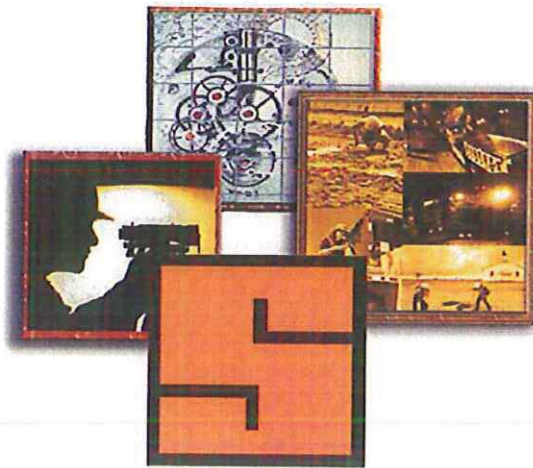
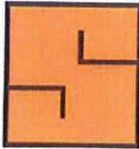


EXHIBIT "A"

**Scope of Services
Provided by Owner**



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "A"

HIDALGO COUNTY PRECINCT 1

Mile 17 Road Widening

Scope of Services

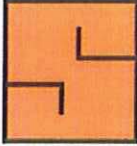
1. The following provides an outline of the services to be provided by the OWNER in the development of Project.
2. The OWNER will provide to the ENGINEER the following:
3. Authorization to the ENGINEER to begin work in accordance with Section 3 of this Agreement.
4. Payment for work performed by the ENGINEER and accepted by the OWNER in accordance with Section 6 of the Agreement.
5. Assistance to the ENGINEER, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the ENGINEER cannot easily obtain.
6. Provide any available relevant data the OWNER may have on file concerning the project.
7. Provide timely review and decisions in response to the ENGINEER'S request for information and/or required submittals and deliverable, in order for the ENGINEER to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
8. Attend and participate in progress meeting as required and as coordinated and conducted by the ENGINEER.
9. Assist the ENGINEER in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

- a. Approve agenda and all exhibits prior to public meeting.
- b. Approve date and location of the meeting.
- c. Review/approve Public Meeting Report

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

10. Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.
11. Assist the ENGINEER as required in the coordination with the USAGE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
12. Review and approve the Project design criteria.
13. Review and approve change orders as required and prepared by the ENGINEER.

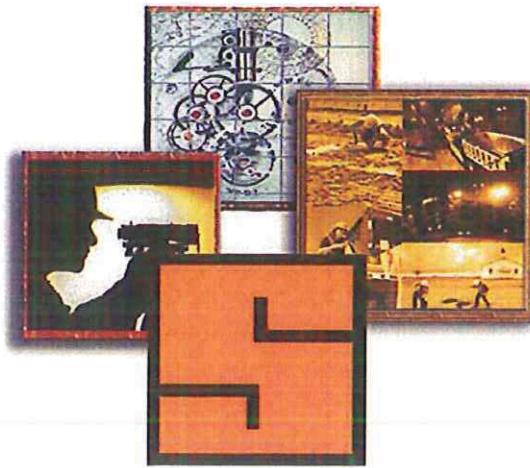
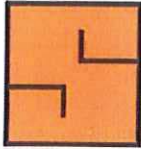


EXHIBIT "B"

**Scope of Services
Provided by Engineer**



J.E. SAENZ & ASSOCIATES, INC.

ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS
TBPE Firm Registration No.1273

EXHIBIT "B"

HIDALGO COUNTY PRECINCT 1

Mile 17 Road Widening

Scope of Services

This project consists of obtaining all necessary documentation and the acquisition procedures with Hidalgo County Right-of-Way Department for Hidalgo County Precinct #1 as well as construction plans for the Mile 17 Road Widening.

The following is the work to be done for this project:

1. Hidalgo County Right-of-Way Department
 - a. Property Owner Investigation
 - b. Title Research
 - c. Boundary Survey
 - d. Property Map
 - e. Right-of-Way Map
 - f. Aerial Map
 - g. Metes and Boundary Description
 - h. Set Parcel Lot Corners

2. Paving Improvements
 - a. Conduct a topographic survey for the project area.
 - b. Generate plans and profiles for the proposed project.
 - c. Provide site visits to monitor construction progress.
 - d. Review pay request and make recommendations.
 - e. Administer the project closeout on behalf of the County including testing observations, documentation, etc.
 - f. Generate As-Built plans for the County upon project completion.

Please find attached an exhibit showing the layout and extent of the work mentioned previously. Also enclosed is a preliminary Statement of Probable Cost in order to ensure that the discussed scope is in agreement with Hidalgo County Precinct #1.



EXHIBIT "C"

Work Schedule



EXHIBIT "D"

Estimated Cost Proposal

Project Name: Mile 17 (Ciro Casares) From Mile 4 (Yellow Jacket Drive) 0.5 Miles West to Drain Ditch

STATEMENT OF PROBABLE COST

Project Number: ENG.10.018

Page 1 of 1

PHASE II

2,800 L.F. OF ROAD WIDENING W/ CURB & GUTTER

PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
1	PREPARATION OF RIGHT-OF-WAY	28 STA	\$450.00	\$12,600.00
2	3" HMAC PAVEMENT, TYPE "D"	9,370 S.Y.	\$11.00	\$103,070.00
3	8" FL BS COMPACT 95% DENSITY	10,290 S.Y.	\$7.50	\$77,175.00
4	6" COMPACTED LIME TREATED SUBGRADE 98% DENSITY	11,510 S.Y.	\$6.00	\$69,060.00
5	PRIME COAT (MC-30) (0.2 GAL/SY)	1,874 GAL	\$4.50	\$8,433.00
6	REMOVAL INLET STRUCTURE	6 E.A.	\$450.00	\$2,700.00
7	RC PIPE (CL III)(24 IN)(SPL) (RUBBER GASKET)	2,800 L.F.	\$30.00	\$84,000.00
8	6' CONCRETE VALLEY GUTTER	300 L.F.	\$21.00	\$6,300.00
9	5' CONCRETE SIDEWALK	1,530 S.Y.	\$30.00	\$45,900.00
10	CONC CURB AND GUTTER (TYPE "A") (BARRIER)	5,500 L.F.	\$8.00	\$44,000.00
11	ADA RAMPS	11 E.A.	\$900.00	\$9,900.00
12	TYPE "F" INLETS	11 E.A.	\$3,000.00	\$33,000.00
13	DRVWYS (CONC PAV)	150 S.Y.	\$28.00	\$4,200.00
14	STRIPING & SIGNING	1 L.S.	\$5,000.00	\$5,000.00
15	DITCH CLEARING (500' EACH SIDE)	1 L.S.	\$2,500.00	\$2,500.00
16	REMOVAL CONCRETE SIDEWALK	600 S.Y.	\$9.00	\$5,400.00
17	MOBILIZATION/ DEMOBILIZATION	1 L.S.	\$7,500.00	\$7,500.00
18	EROSION CONTROL	1 L.S.	\$2,500.00	\$2,500.00
19	TRAFFIC CONTROL	1 L.S.	\$3,000.00	\$3,000.00
SUB TOTAL:				\$526,238.00

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	\$526,238.00
2) 10 % CONTINGENCY	\$52,623.80
3) ENGINEERING SERVICES	\$57,886.18
4) RPR SERVICES	\$28,943.09
5) PARCEL ACQUISITION (6@ \$3,500)	\$21,000.00

TOTAL: \$686,691.07



EXHIBIT "E"

Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-10-235-07-20

Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, J.E. Saenz & Associates, Inc., professional engineers of Edinburg, Texas, hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for Phase II of Mile 17 Road from Mile 4 (Yellow Jacket Drive) 0.5 Miles West to Drain Ditch.

The scope of services to be provided by the Owner is identified in *EXHIBIT "A" - Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the Engineer is identified in *EXHIBIT "B" - Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$107,829.27. The breakdown of the total amount is \$21,000.00 for right of way acquisition, \$57,886.18 for engineering services and \$28,943.09 for RPR services. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:

Account No. 2010-1342-431-00-121-085-0-731-711

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate on March 16, 2011 as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1, Commissioner** as to content and detail of this **Work Authorization No. 2**.

HIDALGO COUNTY PRECINCT # 1 AC Cuellar, Jr.

BY: _____

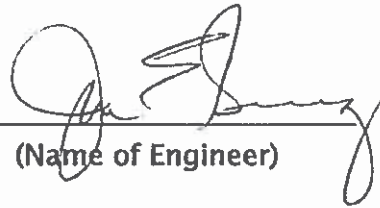
AC Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2010.

THE ENGINEER:
(Firms Name)

THE OWNER:
HIDALGO COUNTY



By: (Name of Engineer)

By: Rene A. Ramirez, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

AI-23705

19.C.1.

**PCT. 2 -VARIOUS DRAINAGE IMPROVEMENTS PROJECTS -AUTHORITY TO ADVERTISE
CC REGULAR**

Date: 11/02/2010

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Prct. 2

Information

CAPTION

Authority to advertise a request for sealed procurement for following listed Hidalgo County Precinct No. 2 Road and Drainage Improvements projects with plans and specifications developed and drafted by Mr. Raul Sesin, P.E., Hidalgo County Planning Department.

Project No.	Title
2010-360-11-24-MSS	Hidalgo County Precinct No. 2 -L J Lateral Drainage Improvements Phase 2 -Alamo Road Crossing
2010-361-11-24-MSS	Hidalgo County Precinct No. 2 -Eldora Road Street and Drainage Improvements
2010-362-11-24-MSS	Hidalgo County Precinct No. 2 -Tower Road Phase 1 -Road and Drainage Improvements
2010-363-11-24-MSS	Hidalgo County Precinct No. 2 -Tower Road Phase 2 -Road and Drainage Improvements

BACKGROUND

Proposed project schedule:

Advertisements:

November 6, 2010

November 13, 2010

Pre bid Conference:

3:00 PM on November 17, 2010

Bid Openings:

November 24, 2010

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1200-431-00-122-039-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2010-360-11-24-MSS -L J Lateral Drainage Improvements Phase 2 -Alamo Road Crossing

*funding will be appropriated upon approval of contract.

FISCAL YEAR: 2010

ACCT. #: 0-1339-431-00-122-038-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2010-360-11-24-MSS -L. J. Lateral Drainage Improvements Phase 2 -Alamo Road Crossing

*funding will be appropriated upon approval of contract.

FISCAL YEAR: 2010

ACCT. #: TDRA Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2010-361-11-24-MSS -El Dora Road Street and Drainage Improvements

FISCAL YEAR: 2010

ACCT. #: 0-1342-431-00-122-049-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2010-362-11-24-MSS -Tower Road Phase I-Road and Drainage Improvements

FISCAL YEAR: 2010

ACCT. #: 0-1342-431-00-122-049-0-XXX

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2010-363-11-24-MSS -Tower Road Phase 2-Road and Drainage Improvements

Attachments

Link: [Pct. 2-Proj Req Frms](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/28/2010 10:50 AM	APRV
2	Budget & Management	Sylvia Solis	10/28/2010 10:59 AM	APRV
3	Roland Garcia	Rolando Garcia	10/29/2010 04:22 PM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW

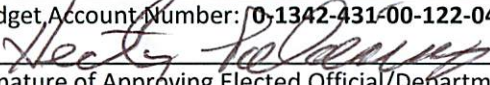
Form Started By: Moises Salazar
Started On: 10/28/2010 08:32 AM

Final Approval Date: 10/29/2010



Hidalgo County Purchasing Department Purchasing Request Form

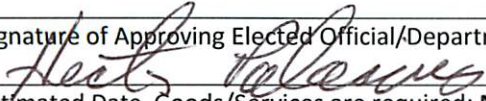
In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us (**Requests will be processed on a first come, first basis**)

Request Date: OCTOBER 26, 2010	
Department: PRECINCT NO. 2	
Name of Approving Elected Official/Department Head/Supervisor: COMMISSIONER HECTOR "TITO" PALACIOS	
Point of Contact: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR	Contact Phone Number: (956) 318-2840 Contact Fax Number: (956) 318-2844
Contact E-Mail: nora.cavazos@hchd.org ; raul.sesin@co.hidalgo.tx.us ; yoli.cisneros@co.hidalgo.tx.us	
Budget Account Number: 0-1342-431-00-122-049-0-XXX	
Signature of Approving Elected Official/Department Head/Supervisor: 	
Estimated Date Goods/Services are required: NOVEMBER 2, 2010	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. Requesting authority to advertise for the Tower Road Phase 2 Road and Drainage Improvements with plans and specifications developed and drafted by Hidalgo County through the Planning Department.	
FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department	
Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	



Hidalgo County Purchasing Department Purchasing Request Form

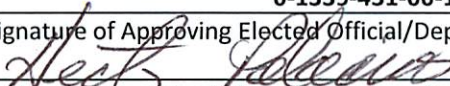
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Request Date: OCTOBER 26, 2010	
Department: PRECINCT NO. 2	
Name of Approving Elected Official/Department Head/Supervisor: COMMISSIONER HECTOR "TITO" PALACIOS	
Point of Contact: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR	Contact Phone Number: (956) 318-2840 Contact Fax Number: (956) 318-2844
Contact E-Mail: nora.cavazos@hchd.org ; raul.sesin@co.hidalgo.tx.us ; yoli.cisneros@co.hidalgo.tx.us	
Budget Account Number: TDRA Funds	
Signature of Approving Elected Official/Department Head/Supervisor: 	
Estimated Date Goods/Services are required: NOVEMBER 2, 2010	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. Requesting authority to advertise for the El Dora Road Street and Drainage Improvements with plans and specifications developed and drafted by Hidalgo County through the Planning Department.	
FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department	
<u>Procurement Manager Notes:</u>	
<u>Assigned to Buyer:</u>	
<u>Date Assigned:</u>	
<u>Project Type:</u>	
<u>Project Number:</u>	
<u>Notified Department on:</u>	
<u>Special Instructions by Procurement Manager:</u>	



Hidalgo County Purchasing Department Purchasing Request Form

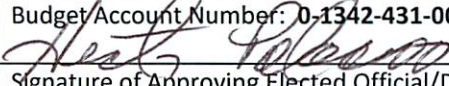
In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us (**Requests will be processed on a first come, first basis**)

Request Date: OCTOBER 26, 2010	
Department: PRECINCT NO. 2	
Name of Approving Elected Official/Department Head/Supervisor: COMMISSIONER HECTOR "TITO" PALACIOS	
Point of Contact: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR	Contact Phone Number: (956) 318-2840 Contact Fax Number: (956) 318-2844
Contact E-Mail: nora.cavazos@hchd.org ; raul.sesin@co.hidalgo.tx.us ; yoli.cisneros@co.hidalgo.tx.us	
Budget Account Number: 0-1200-431-00-122-039-0-XXX 0-1339-431-00-122-038-0-XXX	
Signature of Approving Elected Official/Department Head/Supervisor: 	
Estimated Date Goods/Services are required: NOVEMBER 2, 2010	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. Requesting authority to advertise for the LJ Lateral Drainage Improvements Phase 2 -Alamo Road Crossing with plans and specifications developed and drafted by Hidalgo County through the Planning Department.	
FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department	
Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	
Special Instructions by Procurement Manager:	



Hidalgo County Purchasing Department Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us (**Requests will be processed on a first come, first basis**)

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Contact E-Mail: nora.cavazos@hchd.org ; raul.sesin@co.hidalgo.tx.us ; yoli.cisneros@co.hidalgo.tx.us	
Budget/Account Number: 0-1342-431-00-122-049-0-XXX	
Signature of Approving Elected Official/Department Head/Supervisor: 	
Estimated Date Goods/Services are required: NOVEMBER 2, 2010	
Goods/Services Description: (Please provide detailed information (specifications) of the Goods/Services being requested) use additional sheets if required. Requesting authority to advertise for the Tower Road Phase I Road and Drainage Improvements with plans and specifications developed and drafted by Hidalgo County through the Planning Department.	
FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department	
<u>Procurement Manager Notes:</u>	
<u>Assigned to Buyer:</u>	
<u>Date Assigned:</u>	
<u>Project Type:</u>	
<u>Project Number:</u>	
<u>Notified Department on:</u>	
<u>Special Instructions by Procurement Manager:</u>	

AI-23697

19.D.1.

**BCAP Application for Payment #3 Final MaryAnn Subdivision Precinct No.1
CC REGULAR**

Date: 11/02/2010

Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Submitted For: Agapito Vargas

Department: COLONIA ACCESS PROGRAM

Agenda Category: Purchasing Department

Sub-category: CAP Pct.1

Information

CAPTION

Approval of Application for Payment No. 3-Final in the amount of \$77,177.70 from Asago Construction contracted vendor for MaryAnn Subdivision as reviewed and submitted by project engineer Rodriguez Engineering (C-CAP-09-471-04-06).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1312-431-00-121-895-0-731/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 641483 for Asago, LLC, d/b/a Asago Construction in relation to Mary Ann S/D.

Obj. 733 "Drainage Ditches"-Amount available as of 10-28-10 \$12,669.00

Obj. 731 "Roads"-Amount available as of 10-28-10 \$71,554.00

Change Order #1 for \$1,530.00 was approved by CC on 10/12/10; however, it is not reflected in the SAGE accounting system. Auditor's office will increase the PO to reflect the Change Order increase in the SAGE accounting system.

Attachments

Link: [Application for Payment No.3 Final MaryAnn Subdivision](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	10/27/2010 04:55 PM	APRV
2	Purchasing Department	Marty Salazar	10/28/2010 10:41 AM	APRV
3	Budget & Management		10/29/2010 05:07 PM	PEND
4	Ivan Cantu	Ivan Cantu	10/28/2010 02:49 PM	APRV
5	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Marcie Jackson

Started On: 10/27/2010 04:13 PM

Final Approval Date: 10/29/2010

APPLICATION FOR PAYMENT NO. 3 & FINAL

To: HIDALGO COUNTY (OWNER)
 From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
 Contract: C-CAP-09-471-04-06
 Project: ROAD AND DRAINAGE CONSTRUCTION FOR MaryAnn Subdivision
 Owner's Contract No. C-CAP-09-471-04-06 Engineer's Project No. _____
 For Work accomplished through the date of: September 28, 2010

1. Original Contract Price:		\$162,861.00	OK
2. Net change by Change Order and Written Agreements(+or-):		\$1,530.00	OK
3. Current Contract Price (1 plus 2):		\$164,391.00	OK
4. Total completed and stored to date:		\$164,391.00	OK
5. Retainage (per Agreement):			
<u>10%</u> of completed Work:	<u>\$16,439.10</u>		
_____ of stored material	_____		
Total Retainage:		\$16,439.10	OK
6. Total completed and stored to date less retainage (4 minus 5)		\$147,951.90	OK
7. Less previous Application for Payments:		\$70,774.20	OK
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		\$77,177.70	OK

Accompanying Documentation:

REQ# 177106 P.O.# 641483
 0-1312-431-00-121-895-0-731 → \$71,554.00
 <-7,155.40> = \$64,398.60

REQ# 177106 P.O.# 641483
 0-1312-431-00-121-895-0-733 → \$14,199.00
 <-1,419.90> = \$12,779.10

CONTRACTOR'S Certification:

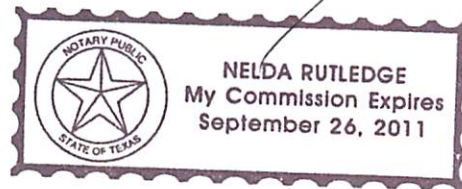
The undersigned CONTRACTOR certifies that (1) all Work done under the Contract referred to above have obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 9/28/10

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 28th day
 of September 2010

[Signature]
 Notary Public
 My Commission expires: September 26, 2011

ASAGO LLC, dba ASAGO CONSTRUCTION
 CONTRACTOR
 By: [Signature]
 Raul Iglesias



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

Rodriguez Engineering
 ENGINEER
 By: [Signature]

INVOICE RECEIVED BY:
Marcie Jackson ON 10/27/10
 GOODS/SERVICES RECEIVED BY:
Marcie Jackson ON 10/27/10

Asago LLC, dba Asago Construction Contractor Name
June 30, 2010 Starting Date
 Project Ending Date
10% Retainage Percent

Application No: 3 & Final
 Application Date: October 25, 2010
 Period To:
 Engineer Firm: Rodriguez Engineering

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080895	Mary Ann	\$ 162,861.00	\$ 164,391.00	\$ 40,844.00	\$ 37,794.00	\$ 85,753.00	\$ 164,391.00	\$ -	\$ 16,439.10	\$ 147,951.90	\$ 70,774.20	\$ 77,177.70
		\$ 162,861.00	\$ 164,391.00	\$ 40,844.00	\$ 37,794.00	\$ 85,753.00	\$ 164,391.00	\$ -	\$ 16,439.10	\$ 147,951.90	\$ 70,774.20	\$ 77,177.70

**"Owner's Designated Representative" under AIA Provision for Sheriff's Office Substation-East
CC REGULAR**

Date: 11/02/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Pursuant to AIA Document 141-1997, Part 1-Standard form of Agreement between Hidalgo County and Gignac & Associates, LLP, specifically Article 1.1.3.1-Owner's Designated Representative currently named: Commissioners Court and Sheriff's Office, a request by the Sheriff's Office to amend said agreement by selecting an "Owner's Designated Representative" from the County approved pool of Architect's and thus replacing both CC and SO in said article;

b. Nomination of a least three (3) architectural firms from the County's approved pool for the purposes of grading for the provision of professional "Owner's Designated Representative" services in connection with the design and construction of the new Sheriff's Office Sub-station located in the Precinct #1 area;

- Nominated firms: 1. _____;
2. _____;
3. _____;
4. _____;
5. _____;

c. Commissioner's Court assignment of grading committee (if applicable);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

Available balance as of 10-28-10 \$2,495,561.86.

FISCAL YEAR: 2010

ACCT. #: 0-1342-423-00-280-036-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 10-28-10 \$1,275,000.00.

Attachments

Link: [AIA Documents](#)

Link: [Expansion](#)

Link: [Pool](#)

Link: [Email](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	10/28/2010 11:04 AM	APRV
2	Budget & Management	Sylvia Solis	10/28/2010 01:43 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/28/2010 03:49 PM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW

Form Started By: Marty Salazar Started On: 10/27/2010 11:23 AM

Final Approval Date: 10/29/2010



AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the 30th of January in the year Two Thousand and Eight
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Telephone Number: 956-318-2626
Fax Number: 956-318-2629

and the Architect:
(Name, address and other information)

Gignac & Associates, LLP
416 Starr Street
Corpus Christi, Texas 78401
Telephone Number- 361-884-2661
Fax Number 361-884-4232

For the following Project:
(Include detailed description of Project)

Hidalgo County
The County of Hidalgo Sheriff's Office Substation

(Paragraph deleted)

Owner and Architect agree as follows:

§ ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions. *(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

(Paragraphs deleted)

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Precinct No. 3 Substation to be located near the Southeast corner of Los Ebanos Road and S.H. 107, Hidalgo County is planned for construction in the near future. While the county has not budgeted funds for the construction of the Precinct 3 Substation, the Architect agrees to be the Architect of Record for the Precinct 3 Substation under the same terms and conditions stated in this Agreement, more particularly described in Paragraph 1.1.2.5.3. Unless otherwise stated, all references to Cost of the Work or financial parameters in this Agreement refer only to the Precinct No. 1 Substation located along the northern frontage of Mile 11 and west of Mile 3 Road W. in Hidalgo County, Texas.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Not Applicable

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Not Applicable

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
Precinct No. 1 Substation- Estimated to be \$3,000,000.00. Precinct No. 3- To be determined in a later date and as pursuant to herein 1.1.2.5.3.
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
Precinct No. 1 Substation- Estimated to be \$2,988,000.00. Precinct No. 3- To be determined in a later date and as pursuant to herein 1.1.2.5.3.
- .3 At the Owner's option to engage the Architect for the design of the Precinct 3 Substation more particularly described in 1.1.2.2., the Architect agrees to provide the services described in this Agreement and its incorporated documents for an amount not less than 4% of the construction cost for a prototype of the Precinct 1 Substation. However, should the Owner require substantive structural changes to the original design used for the Precinct 1 Substation for the Precinct 3 Substation, an additional negotiated stipulated sum shall be paid to the Architect for these services. In no event however, shall the Architect's total fees exceed 7.25% of the construction cost for the Precinct 3 Substation. If the County is unable to budget funds for the Precinct 3 Substation within five (5) years from substantial completion of the Precinct 1 Substation, then this Agreement shall terminate and the Architect shall be released from any obligation to provide services to Owner for the Precinct 3 Substation. The Owner agrees and understands that upon expiration of this Agreement, Owner may not use the Plans or Drawings for the Precinct 1 Substation for any other purpose without the written consent of the Architect.

§ 1.1.2.6 The time parameters are:

Init.

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User Notes:

(1555068637)

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

| To be Determined by Mutual Agreement

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

| **Competitive Bid:**

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

| Not Applicable

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Hidalgo County Commissioners' Court and Hidalgo County Sheriff's Office as referenced on the AIA 201 General Conditions as modified by owner in section 2.1.1, as authorized representatives.

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

Mr. Rick Hinojosa- Civil
Mr. Brian Ulbrich- MEP

§ 1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Raymond Gignac & Juan Mujica
Gignac & Associates
416 Starr Street
Corpus Christi, Texas 78401
Telephone Number: 361-884-2661
Fax Number: 361-884-4232

§ 1.1.3.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

Mr. Rick Hinojosa - Civil
Mr. Brian Ulbrich- MEP

§ 1.1.4 Other important initial information is:

| Not Applicable

Int.

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 (Paragraphs deleted) as modified by owner.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. If Owner should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the Architect shall make corresponding changes in the Project scope as agreed by Owner.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent of the authority of such Designated Representative as evidenced by a resolution adopted by the governing body of Owner concurrently with the approval of this Agreement. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project and agreed to in writing by the Owner.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect Architect's obligations hereunder, nor shall such failure relieve Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in

Init.

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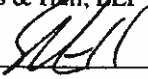
User Notes:

(1555068637)

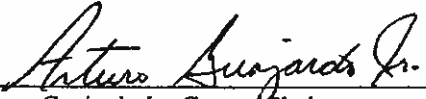
This Agreement entered into as of the day and year first written above.


Approved by Commissioners' Court On: **January 30, 2008**

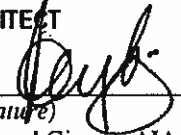

Approved as to form
Atlas & Hall, LLP

By: 

Attest:


Arturo Guajardo Jr., County Clerk

OWNER

(Signature)
Juan D. Salinas, III, County Judge
County of Hidalgo
(Printed name and title)

ARCHITECT

(Signature)
Raymond Gignac, AIA

(Printed name and title)

(Table deleted)(Paragraphs deleted)

Init.

AIA[®] Document B141[™] – 1997 Part 2

Standard Form of Architect's Services: Design and Contract Administration

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

init.

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User Notes:

(1642591333)

HIDALGO COUNTY PURCHASING DEPARTMENT

RFQ-REFERRAL POOL

DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY" RFQ NO: 2010-015-01-13-MEG

RFQ ACCEPTANCE DATE: JANUARY 13, 2010

ACCPTANCE OPENING TIME: 9:30 A.M.

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 10, 2010 THROUGH FEBRUARY 9, 2011

AREA OF SPECIALIZATION

RFQ #	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	Negrete & Kolar 204 E. Stubbs St. Edinburg, TX 78539 (956) 386-0611 Fax: (956) 386-0613 dnegrete@nekoarch.com CC:mdtrotter@nekoarch.com cwilson@nekoarch.com	x	x	x	x		x	x	x	x	x	x		x	
#2	Dannenbaum Engineering Company 3100 W. Alabama St. Houston, Texas 77098 P 713-520-9570 C 281-513-5289 F 713-527-6338 suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com	x	x	x	x	x	x	x	x	x	x	x	x	x	
#3	Tag International 3160 Beecaves Suite 200 Austin, Texas 78746 (512) 328-1010 bruce.jackson@tagae.com	x	x	x	x	x	x	x	x	x	x	x	x	x	
#4	Polkinghorn Group Arthitects 248 Addie Roy Road, Suite B-301 Austin, TX 78746 512-327-4404 renitaw@pgarchitects.com	x	x	x	x	x	x	x	x	x	x	x	x		
#5	GIGNAC & Associates, LLP 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 rgignac@gignac-associates.com	x	x	x	x	x	x	x	x	x	x	x		x	

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 27, 2010 3:53 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: AIA contract with Gignac & Assoc.
Attachments: ATT00032.eml (1.06 MB)

Importance: High

Ms. Nielda:

Please attach to AI#23679 on for next Tuesday, Nov. 2, 2010.

Marty

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Tuesday, October 26, 2010 2:37 PM

To: 'Anacleto Martinez'

Cc: 'sheriff.trevino@hidalgoso.org'; 'juan tapia'; 'valde.guerra@co.hidalgo.tx.us'; 'Rocio Villarreal'; 'Darlene Betancourt'; 'Oscar Garza'; 'Moises Salazar'

Subject: RE: AIA contract with Gignac & Assoc.

Importance: High

Chief:

I believe at this point the only option open to expedite the selection of a County's representative would be to go through the protocol established for our architectural "pool". This would shorten the time for selection and engagement. Since Gignac informs you that they are ready to present plans and specifications to CC for final approval, I think this is the only opportunity to have the engaged "owner's representative" review the plans and specifications (along with the Sheriff and/or Staff). In the meantime, I have instructed Ms. Rocio Villarreal, contract manager, to contact Rogelio at Gignac and have them provide a project time line commencing from formal approval of plans and specifications through completion and occupancy of the sub-station. She will ask that the time-line be provided immediately. Let me know how Sheriff Trevino wishes to proceed. I am attaching the current approved pool of architectural firms. I have provided an attachment that will list the entire pool of architectural firms approved by CC. The two lists must be viewed in order to see the entire pool.

Yours truly,

Marty

-----Original Message-----

From: Anacleto Martinez [mailto:anacleto.martinez@hidalgoso.org]

Sent: Tuesday, October 26, 2010 1:47 PM

To: 'Martha Salazar'

Cc: sheriff.trevino@hidalgoso.org; 'juan tapia'

Subject: RE: AIA contract with Gignac & Assoc.

MS: Marty,

Although we were the ones that suggested that an owner's representative possibly be named, the Sheriff has indicated to me that he would like to see the construction time-table expedited. Since I have no earthly idea what time table our new request would require, I am therefore turning to you. The Sheriff has indicated that he would like to see ground broken within six (6) months. I read in your e-mail that the request to CC and process be executed before we accept the bid specifications. We spoke with Rogelio from Gignac & Associates this morning and they advised they are ready to submit their plans for final approval so that we can proceed to the bidding phase. If you have any idea how long the process to secure an owner's representative would take please advise us ASAP so that we can discuss and provide you with directions.

And to answer your last question, no we do not have any qualifications per say. We were just concerned as to who would look after our interest during the construction of the substation.

Anacleto "Sonny" Martinez, Chief Deputy
Hidalgo County Sheriff's Office
711 El Cibolo Rd
(Office) 956-393-6004
(Fax) 956-393-6179
Email: anacleto.martinez@hidalgoso.org

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Monday, October 25, 2010 4:52 PM

To: Anacleto.Martinez@hidalgoso.org

Subject: FW: AIA contract with Gignac & Assoc.

Importance: High

Chief:
Please respond.
Marty

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 20, 2010 11:21 AM
To: 'Anacleto.Martinez@hidalgoso.org'
Cc: 'Rocio Villarreal'; 'valde.guerra@co.hidalgo.tx.us'
Subject: FW: AIA contract with Gignac &Assoc.
Importance: High

Dear Chief:

Mr. Crain has reviewed the current agreement with Gignac and we both agree and recommend that I send notice to Gignac that the Sheriff is going to recommend and propose to CC to amend the contract to approve a new "Owner's Designated Representative". Do you agree with this option? Let me know asap. In addition, does the Sheriff's Office have any qualifications that this position would require?
Marty

-----Original Message-----

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, October 20, 2010 9:19 AM
To: 'Martha Salazar'
Subject: RE: AIA contract with Gignac &Assoc.

In addition, the contract would have to be amended to name and add an Owner's representative.

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 19, 2010 5:04 PM
To: 'Steve Crain'
Cc: 'Rocio Villarreal'
Subject: RE: AIA contract with Gignac &Assoc.

Would it be advisable to discuss the Sheriff's recommendation to Gignac and see what their position is while stressing that the Sheriff would like CC to consider this option prior to final plans and specifications presented to CC for approval?

Marty

-----Original Message-----

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, October 19, 2010 4:42 PM
To: 'Martha Salazar'
Subject: RE: AIA contract with Gignac &Assoc.

Marty: It could be more costly than just the fee of the representative. See 1.3.3.2(decisions of Owner not rendered in a timely manner).

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 19, 2010 4:20 PM
To: 'Steve Crain'
Cc: 'Rocio Villarreal'
Subject: FW: AIA contract with Gignac &Assoc.
Importance: High

Mr. Crain:

Here is the entire agreement with Gignac.

Let me know.

Marty

-----Original Message-----

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, October 19, 2010 3:56 PM
To: 'Martha Salazar'
Subject: RE: AIA contract with Gignac &Assoc.

Ms Marty attach is the agreement with Gignac.

-----Original Message-----

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 19, 2010 2:24 PM
To: 'Steve Crain'
Cc: 'Rocio Villarreal'; Anacleto.Martinez@hidalgoso.org

Subject: FW: AIA contract with Gignac &Assoc.
Importance: High

Mr. Crain:

Attached for your review and comment is the current AIA agreement with contracted architect for the design and construction of the Hidalgo County Sheriff's sub-station located in the Pct. 1 area. The Sheriff is requesting that CC consider his recommendation that an "Owner's Representative) pursuant to Article 1.1.3.1 be engaged to "oversee" the County's and Sheriff's best interests in the project. The question is whether this option can be considered at this time inasmuch as the contract is in place.

However, the final plans and specifications have not been submitted to CC for approval. Therefore, this may be the best time to consider this article.

Please advise if an amendment to the contract to address this request/recommendation is possible.

Thanks,
Marty Salazar

-----Original Message-----

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, October 19, 2010 1:59 PM
To: 'Martha Salazar'
Subject: FW: AIA contract with Gignac &Assoc.

Ms. Marty attach is the first 4 pages of the agreement between the county and Gignac.

-----Original Message-----

From: WorkCentre 7345 [mailto:scan@co.hidalgo.tx.us]
Sent: Thursday, October 14, 2010 11:05 AM
To: rocio.villarreal@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Subject: AIA contract with Gignac &Assoc.

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 4
Attachment File Type: PDF

Device Name: WorkCentre 7345
Device Location:

For more information on Xerox products and solutions, please visit <http://www.xerox.com/>



Burton McCumber & Cortez, L.L.P.
Certified Public Accountants & Management Consultants

205 Pecan Boulevard
McAllen, Texas 78501
Telephone 956/618-2300
Facsimile 956/618-2333
www.bmctexas.com

Offices In:
Brownsville
McAllen
Matamoros
Reynosa

October 21, 2010

County of Hidalgo-
Juvenile Probation Department
Attn: Board of Judges
Edinburg, Texas 78539

We are pleased to confirm our understanding of the services we are to provide to the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo for the year ended August 31, 2010. We will audit the combined balance sheet – regulatory basis of the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo as of August 31, 2010 and the related combining statements of revenues, expenditures and changes in fund balance – regulatory basis for the year then ended. Also the combined statement of revenues, expenditures and changes in fund balance – budget and actual – regulatory basis will be presented and considered additional information accompanying the financial statements and will be subjected to the auditing procedures applied in our audit of the financial statements upon which will provide an opinion in relation to the financial statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the financial statements are fairly presented, in all material respects, in conformity with the basis of accounting used for reporting to the Texas Juvenile Probation Commission, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the grant funds and other procedures we consider necessary to enable us to express such opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the grant funds is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo in conformity with the basis of accounting used for reporting to the Texas Juvenile Probation Commission; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Texas Juvenile Probation Commission Grant Funds of the County of Hidalgo's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Board of Judges of the County of Hidalgo Juvenile Probation Department; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton McCumber & Cortez, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Texas Juvenile Probation Commission or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber & Cortez, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Juvenile Probation Commission. If we are aware that a federal or state awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 6, 2010 and to issue our reports no later than March 1, 2011. Ricky Longoria is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We estimate that our fees for these services will approximate \$24,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel to provide an adjusted trial balance for audit and assist in the timely preparation of audit schedules and information as requested. Also, we assume that unexpected circumstances will not be encountered during the audit.

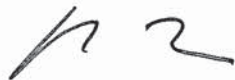
If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate using the hourly rates outlined below before we incur the additional costs.

<u>Experience Level</u>	<u>Hourly Rate</u>
Partner	\$265
Manager	\$170
Supervisor/In-Charge	\$95
Staff	\$75

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the County of Hidalgo and the Board of Judges and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
BURTON MCCUMBER & CORTEZ, LLP



Ricky Longoria
Partner

RL/af

RESPONSE:

This letter correctly sets forth the understanding of the County of Hidalgo Juvenile Probation Department and Board of Judges..

By: _____

Title: _____

Date: _____

OCT 14 2008.

Attachment to the Peer Review Report of Burton McCumber & Cortez, L.L.P.

Description of the Peer Review Process

Overview

Firms enrolled in the AICPA Center for Public Company Audit Firms (the Center) Peer Review Program must have their system of quality control periodically reviewed by independent peers. These reviews are system and compliance oriented with the objective of evaluating whether:

The reviewed firm's system of quality control for its accounting and auditing practice applicable to non-SEC issuers has been designed to meet the requirements of the Quality Control Standards established by the AICPA.

The reviewed firm's quality control policies and procedures applicable to non-SEC issuers were being complied with to provide the firm with reasonable assurance of complying with professional standards.

A peer review is based upon selective tests and directed at assessing whether the design of and compliance with the firm's system of quality control for its accounting and auditing practice applicable to non-SEC issuers provides the firm with reasonable, not absolute, assurance of complying with professional standards. Consequently, a peer review on the firm's system of quality control is not intended to, and does not, provide assurance with respect to any individual engagement conducted by the firm or that none of the financial statements audited by the firm should be restated.

The Center's Peer Review Committee (PRC) establishes and maintains review standards. At regular meetings and through report evaluation task forces, the PRC considers each peer review, evaluates the reviewer's competence and performance, and examines every report, letter of comments, and accompanying response from the reviewed firm that states its corrective action plan before the peer review is finalized. The Center's staff plays a key role in overseeing the performance of peer reviews working closely with the peer review teams and the PRC.

Once the PRC accepts the peer review reports, letters of comments, and reviewed firms' responses, they are maintained in a file available to the public. In some situations, the public file also includes a signed undertaking by the firm agreeing to specific follow-up action requested by the PRC.

Firms that perform audits or play a substantial role in an audit of one or more SEC issuers, as defined by the Public Company Accounting Oversight Board (PCAOB), are required to be registered with and have their accounting and auditing practice applicable to SEC issuers inspected by the PCAOB. Therefore, we did not review the firm's accounting and auditing practice applicable to SEC issuers.

Planning the Review for the Firm's Accounting and Auditing Practice Applicable to Non-SEC Issuers

To plan the review of Burton, McCumber & Cortez, L.L.P., we obtained an understanding of (1) the nature and extent of the firm's accounting and auditing practice, and (2) the design of the firm's system of quality control sufficient to assess the inherent and control risks implicit in its practice. Inherent risks were assessed by obtaining an understanding of the firm's practice, such as the industries of its clients and other factors of complexity in serving those clients, and the organization of the firm's personnel into practice units. Control risks were assessed by obtaining an understanding of the firm's system of quality control, including its audit methodology, and monitoring procedures. Assessing control risk is the process of evaluating the effectiveness of the reviewed firm's quality control system in preventing the performance of engagements that do not comply with professional standards.

OCT 14 2008

Performing the Review for the Firm's Accounting and Auditing Practice Applicable to Non-SEC Issuers

Based on our assessment of the combined level of inherent and control risks, we identified practice units and selected engagements within those units to test for compliance with the firm's system of quality control. The engagements selected for review included engagements performed under FDICIA, the Government Auditing Standards and audits of Employee Benefit Plans. The engagements selected for review represented a cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagement reviews included examining working paper files and reports and interviewing engagement personnel.

The scope of the peer review also included examining selected administrative and personnel files to determine compliance with the firm's policies and procedures for the elements of quality control pertaining to independence, integrity, and objectivity; personnel management; and acceptance and continuance of clients and engagements. Prior to concluding the review, we reassessed the adequacy of scope and conducted an exit conference with firm management to discuss our findings and recommendations.

Peer Review Program

October 20, 2008

Gregg S McCumber, CPA
Burton McCumber & Cortez,
L.L.P.
PO Box 5238
1950 Paredes Line Rd.
Brownsville, TX 78523-5238

Dear Mr. McCumber:

It is my pleasure to notify you that on October 8, 2008, the Center Peer Review Committee accepted the report on the most recent peer review of your firm. The report will now be placed in the public files of the Center for Public Company Audit Firms. The due date for your next review is June 30, 2011. This is the date by which all review documents should be completed and submitted.

As you know, the reviewer's opinion was unmodified. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Robert Rohweder, Chair
CPCAF Peer Review Committee

cc: Terrence Everett Ford, CPA

Firm Number: 10121434

Review Number: 259727



WEAVER
and
TIDWELL

L.L.P.

CERTIFIED PUBLIC
ACCOUNTANTS
AND CONSULTANTS

OCT 14 2008

To the Partners of
BURTON McCUMBER & CORTEZ, L.L.P.
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Burton McCumber & Cortez, L.L.P. (the firm) applicable to non-SEC issuers in effect for the year ended December 31, 2007. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of Burton McCumber & Cortez, L.L.P. in effect for the year ended December 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Weaver and Tidwell, LLP
WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
June 19, 2008

Three Forest Plaza
12221 Merit Drive
Suite 1400
Dallas, Texas 75251-2280
972.490.1970
F: 972.702.8321

WWW.WEAVERANDTIDWELL.COM

AN INDEPENDENT MEMBER OF
BAKER TILLY
INTERNATIONAL

DALLAS

OFFICES IN
FORT WORTH

HOUSTON

AI-23711

19.G.2.

**Amendment to AI 23559 Exhibit - Auction List
CC REGULAR**

Date: 11/02/2010
Submitted By: Aggie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Requesting approval to declare as surplus the attached Additional Amended exhibit for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152(a)(1).

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?: YES **MATCHING FUNDS Y/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 funding in object code 540 as of 10/29/10. rc

Attachments

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	10/29/2010 10:55 AM	APRV
2	Budget & Management	Sylvia Solis	10/29/2010 01:19 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/29/2010 01:33 PM	APRV
4	Auditor's Office		10/29/2010 05:07 PM	NEW
Form Started By: Aggie Garcia			Started On: 10/28/2010 11:05 AM	
Final Approval Date: 10/29/2010				

AGENDA LIST for AUCTION 11-20-2010

ADD ON AMENDMENT from HIDTA

CAUSE # C-903-10-J	DESCRIPTION
	5 Black & Decker 9.6 volt cordless drills
	2 Task force electric blower mulched
	4 3 piece value painting kit
	2 3 piece utility paint kit
	3 Chip brush 6pack
	2 Porter cable 1/4 sheet palm sander
	3 Porter cable 7.5 amp 4 1/2" small angle grinder
	1 Black & Decker 9.6 volt drill
	3 12 piece foam brush set
	3 6 pack general purpose paint roller
	2 16 gauge outdoor light duty cord
	4 Paint brushes
	3 Black & Decker 12 volt cordless drill
	1 Task force 1600 PSI electric power washer
	1 Real organized 4 tier shelving unit
	2 Real organized 5 tier shelving unit
	6 Husky 2.5 gallon wet dry vacuum
	3 Ryobi 13 amp circular saw
	2 Ryobi 12 amp circular saw
	6 Black & Decker variable speed drill

CAUSE #C-1111-10-G	DESCRIPTION
	1 2005 Ford F150 Truck
	2 2002 Chevrolet Avalanche Truck

total items 60